


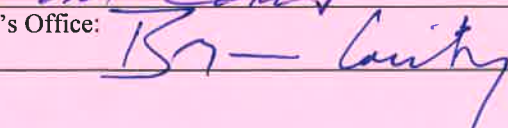



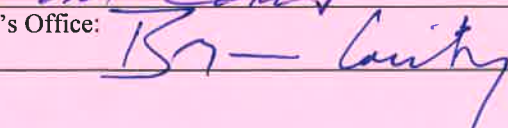



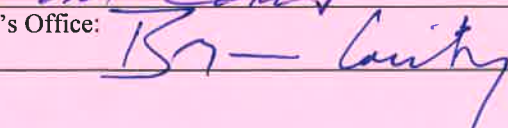


REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 20198
 Sponsor(s): Jeanie Lauer
 Date: July 15, 2019

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>A Resolution authorizing the County Executive to execute a cooperative agreement with the City of Levasy in direct financial assistance to cover the costs of the removal of trash and debris caused by the recent flooding.</u>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$5,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$5,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$5,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>From Acct: 001-1001-55010 General Fund – Executive’s Office – Regular Salaries</td> <td>From Amount \$5,000</td> </tr> <tr> <td>To Acct: 001-1001-56790 General Fund – Executive’s Office – Other Contractual Services</td> <td>From Amount \$5,000</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$5,000	Amount previously authorized this fiscal year:	0	Total amount authorized after this legislative action:	\$5,000	Amount budgeted for this item * (including transfers):	\$5,000	Source of funding (name of fund) and account code number:		From Acct: 001-1001-55010 General Fund – Executive’s Office – Regular Salaries	From Amount \$5,000	To Acct: 001-1001-56790 General Fund – Executive’s Office – Other Contractual Services	From Amount \$5,000
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PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): _____														
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Miriam N. Hennosy, Executive Assistant, 816-881-3329														
REQUEST SUMMARY	This agreement would allow Jackson County to provide the City of Levasy up to \$5,000 in direct financial assistance to cover the costs of the removal of trash and debris caused by the recent flooding. In exchange for the funding, the City of Levasy shall engage a third-party trash service who will be responsible for collecting and removing the debris. In addition, to the best of their ability, the city shall make the relief available to residents of unincorporated Jackson County that were similarly impacted by the flooding. For example, if they rent dumpsters, they should also make those dumpsters available to those in the unincorporated surrounding areas. Finally, if any of the costs associated with these efforts are eventually covered by either insurance or state/federal aid, the City is responsible for reimbursing the County accordingly.														
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor’s Office)														
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals														
ATTACHMENTS REVIEW	<table border="1"> <tr> <td>Department Director: </td> <td>Date: 7/10/2019</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> </td> <td>Date: 7/9/19</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 7/11/19</td> </tr> <tr> <td>County Counselor’s Office: </td> <td>Date: 7/16/19</td> </tr> </table>	Department Director: 	Date: 7/10/2019	Finance (Budget Approval): <i>If applicable</i> 	Date: 7/9/19	Division Manager: 	Date: 7/11/19	County Counselor’s Office: 	Date: 7/16/19						
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Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:


Funds sufficient for this transfer are available from the sources indicated below.

PC# _____

Date: July 10, 2019

RES # 20198

Department / Division	Character/Description	From	To
001 General Fund			
1001 County Executive's Office	55010 Regular Salaries	\$ 5,000	\$ -
1001 County Executive's Office	56790 Other Contractual Services	-	5,000
		<u>\$ 5,000</u>	<u>\$ 5,000</u>

 7/10/19
Budget Officer

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT, by and between JACKSON COUNTY, MISSOURI, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter referred to as "the County," and the City of Levasy, Missouri, a City of the Fourth Class of the State of Missouri, hereinafter referred to as the "the City," is made and entered into this _____ day of _____, 2019.

WITNESSETH:

WHEREAS, the City has requested the County's financial and logistical assistance responding to recent flood damage; and

WHEREAS, the County's assistance is being provided under the auspices of the Kansas City Regional Public Works Mutual Aid Agreement to which the County and the City are parties, administered by the Mid-America Regional Counsel (MARC); and,

WHEREAS, this Cooperative Agreement adequately sets out the rights and obligations of the parties with regard to this matter; now therefore

In consideration of the above and foregoing, and the promises and covenants herein contained, it is agreed by and between the parties as follows:

1) Scope of Engagement. The County and the City will cooperate to alleviate and remedy flood damage within the City and adjacent unincorporated areas of the County.

2) County's Obligation. Upon the execution of the Agreement, the County shall pay the City the sum of \$5,000.00.

3) City's Obligation. The City shall use the County funds identified in paragraph 2 above to hire a trash-removal contractor, rent dumpsters, and contract for other services that will assist the City in responding to the public health and safety needs of its citizens in dealing with flood damage. In entering into such contracts, the City shall comply with all applicable federal and state laws governing public contracts. Upon completion of the work, the City shall submit invoices to the County evidencing work completed using the County's funds. Any of the County's funds remaining upon the completion of the work shall be promptly remitted by the City to the County.

4) Services Available to Unincorporated County Residents. To the extent feasible all services contracted for by the City through the use, in whole or in part, of County funds, shall be made available to the residents of unincorporated Jackson County. For example, if the City contracts for the rental of dumpsters or similar stationary refuse disposal receptacles, residents of unincorporated Jackson County shall be entitled to dispose of flood-related refuse in such receptacles. The City shall not be required to contract for any on-site pick up of storm refuse beyond the City's city limits.

5) Reimbursement of Costs. If any of the City's costs for debris removal and/or related services are reimbursed by any federal or state agency or by insurance, the County shall be entitled to the reimbursement of its funding on a pro rata basis.

6) MARC Mutual Aid Agreement to Control. Unless specifically provided to the contrary herein, the relationship between the parties shall be governed by the MARC Regional Public Works Mutual Aid Agreement dated January 2007, to which both the County and the City are signatory. For purposes of interpreting the Mutual Aid Agreement,

the County shall be deemed "the Responding Jurisdiction," and the City shall be deemed "the Requesting Jurisdiction."

7) Entire Obligation. This Cooperative Agreement and the above-referenced MARC Mutual Aid Agreement constitute the entire agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties have hereunto have set their hands on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By _____
County Counselor

By _____
Frank White, Jr.
County Executive

ATTEST:

CITY OF LEVASY

By _____
Mary Jo Spino, Clerk of Legislature

By _____
Title _____