

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by changing a certain 3.00 ± acre tract from District AG (Agricultural) to District RE (Residential Estates).

ORDINANCE NO. 5055, November 28, 2017

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section 1. The Zoning Order of Jackson County, Missouri, and the official maps which are a part thereof, are amended by changing the boundaries of the "AG" (Agricultural) District and the "RE" (Residential Estates) District, so that there will be transferred from District AG to District RE, a tract of land located in the 27500 block of E. Flynn Road, Independence, MO, specifically described as follows:

Description: A Tract of land in the Northeast Quarter of Section 7, Township 49, Range 30, Jackson County, Missouri, being more particularly described as follows: Commencing at the East Quarter Corner of said Section 7; thence with the South line of the Northeast Quarter of said Section 7, North 86 degrees, 24 minutes, 48 seconds West, 695.00 feet to a point on the centerline of Fire Prairie Creek; thence leaving the South line of the Northeast Quarter said Section 7, with centerline of said creek, North 12 degrees, 13 minutes, 58 seconds East, 195.00 feet; thence North 01 degrees, 13 minutes, 58 seconds East, 109.30 feet; thence leaving said centerline of Fire Prairie Creek, South 86 degrees, 24 minutes, 48 seconds East, 660 feet to the East line of said Section 7; thence South 01 degrees, 30 minutes, 27 seconds West 305 feet to the point of beginning. Except that part lying south of Flynn Road.

Section 2. The Legislature, pursuant to the application of Teddy and Vicki Rhuems,

(RZ-2017-557), requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 8 to 0 to recommend APPROVAL of this application after a public hearing on November 16, 2017, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5055 introduced on November 28, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5055.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing sections 9305., and 9306. Jackson County Code, 1984, relating to the anti-drug sales tax and enacting, in lieu thereof, two new sections relating to the same subject.

ORDINANCE NO. 5061, December 4, 2017

INTRODUCED BY Dennis Waits, County Legislator

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section A. Enacting Clause. Sections 9305., and 9306., Jackson County Code, 1984, are hereby repealed and two new sections enacted in lieu thereof, to be known as sections 9305., and 9306., to read as follows:

9305. [Drug] COMBAT Commission.

A [Drug] COMBAT Commission shall be established and organized as follows:

9305.1 Composition.

The County Executive shall appoint, as members of the commission, nine residents of Jackson County from among those recommended by the County Legislature or from among those citizens known by the County Executive to be interested in serving on the Commission. One member shall be appointed from each of the six legislative districts and three members shall be appointed from

the County at large. The at-large members shall represent the professional fields of law, substance abuse, and public health/health care, with one member appointed from each field. Three members shall serve initial terms of two years, three members shall serve initial terms of three years, and three members shall serve initial terms of four years. Members of the initial Drug Commission shall be eligible for reappointment to one four-year term each. Successor members of the Commission shall serve terms of four years, or for the unexpired terms of their predecessors, and are also eligible for reappointment. [The County Executive shall designate one member to serve as the Commission Chair.]

9305.2 Ex Officio Members.

The [Prosecuting Attorney, the] Chief of the Kansas City, Missouri Police Department and the Chair of the Jackson County Drug Task Force shall serve as ex officio members of the Commission without vote.

9305.3 COMBAT Funding Recipients Not Eligible.

No voting member of the Commission shall concurrently be employed by, a director of, or otherwise similarly associated under any entity or organization which applies for or receives COMBAT funding in any manner.

9305.4 Powers and Duties.

The [Drug] COMBAT Commission shall establish goals for COMBAT funding and make recommendations on all funding requests for COMBAT initiatives.

9305.5 Compensation.

Each member of the Commission shall receive the sum of [~~\$700.00~~] \$400.00 per meeting personally attended for his or her service. No member of the commission shall receive in excess of [~~\$8,400.00~~] \$4,800.00 per calendar year for his or her service on the Commission.

9305.6 Meetings. The Commission shall meet at least quarterly.

9306. COMBAT [Director] Administration.

The administration of the COMBAT tax and the COMBAT Commission shall be under the day-to-day supervision of [a COMBAT Director] the Prosecuting Attorney. The Prosecuting Attorney is responsible for the selection of COMBAT Director/Administrator. All COMBAT staff shall report to the COMBAT Director/Administrator.

[The following shall apply to the COMBAT Director:

9306.1 Appointment.

The COMBAT Director shall be appointed by the County Executive, subject to the disapproval of the County Legislature.

9306.2 Removal.

The COMBAT Director shall serve at the pleasure of the County Executive, except that he or she may be removed from office either by the County Executive or by a majority of the County Legislature.

9306.3 Qualifications.

The COMBAT Director shall have a minimum of eight years' experience in the areas of public health, substance abuse, prosecution, law enforcement, and/or other similar disciplines relevant to COMBAT, or the educational equivalent of such experience. At least five years of such experience shall be in supervision and administration.

9306.4 Duties.

The COMBAT Director shall set the priorities and direction of the COMBAT tax in all of its areas of emphasis, to include law enforcement, drug treatment, and community crime prevention, especially violence. The Director shall supervise all staff authorized in the annual county budget, and shall provide staff support for the Drug Commission.]]

Effective Date: This Ordinance shall be effective immediately upon its passage by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5061 introduced on December 4, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5061.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$10,000.00 from the undesignated fund balance of the 2017 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute an agreement in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for "Operation Empty Pockets."

ORDINANCE NO. 5063, December 11, 2017

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Jackson County Drug Task Force (JCETF) and the U.S. Department of Justice's Drug Enforcement Administration have formed the Organized Crime Drug Enforcement Task Force (OCETF) to conduct a joint federal drug investigation, OCETF Case No. WC-MOW-0319, "Operation Empty Pockets", for the period of October 1, 2017, through September 30, 2018; and,

WHEREAS, the overtime costs incurred by the JCETF for this investigation will be reimbursed by the OCETF, in an amount not to exceed \$10,000.00; and,

WHEREAS, an appropriation is necessary to place the projected funds in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2017 Anti-Drug Sales Tax Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|--|------------------------------|-------------|-----------|
| Anti-Drug Sales Tax Fund Organized Crime Drug Enforcement | | | |
| 008-4133 | 45792 - Increase Revenue | \$10,000 | |
| 008-2810 | Undesignated Fund Balance | | \$10,000 |
| 008-2810 | Undesignated Fund Balance | \$10,000 | |
| 008-4133 | 55030 - Overtime | | \$10,000 |

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute any documents necessary to give effect to this Ordinance.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5063 introduced on December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5063.

Date

Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 008 2810
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$10,000.00

12/6/2017

Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~REV~~ Ord No.: 5063

Sponsor(s): Dan Tarwater III

Date: December 11, 2017

| | | | | | | | | | |
|---|--|---|----------|--|-----|--|----------|--|----|
| <p>SUBJECT</p> | <p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Organized Crime Drug Enforcement Task Force</u></p> | | | | | | | | |
| <p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$10,000</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>\$10,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> </table> <p>Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance TO 008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime</p> <p>FROM ACCT \$10,000 TO ACCT \$10,000</p> <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: | \$10,000 | Amount previously authorized this fiscal year: | \$0 | Total amount authorized after this legislative action: | \$10,000 | Amount budgeted for this item * (including transfers): | \$ |
| Amount authorized by this legislation this fiscal year: | \$10,000 | | | | | | | | |
| Amount previously authorized this fiscal year: | \$0 | | | | | | | | |
| Total amount authorized after this legislative action: | \$10,000 | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$ | | | | | | | | |
| <p>PRIOR LEGISLATION</p> | <p>Prior ordinances and (date): <u>4959 2/27/17 ; 4960 3/20/17 ; 4973 4/24/17</u></p> <p>Prior resolutions and (date): N/A</p> | | | | | | | | |
| <p>CONTACT INFORMATION</p> | <p>RLA drafted by (name, title, & phone): Dan Cummings OIC 816.503.4725</p> | | | | | | | | |
| <p>REQUEST SUMMARY</p> | <p>The Jackson County Drug Task Force (JCDF) and the Federal Bureau of Investigation are conducting a joint federal drug investigation. The agencies have formed an Organized Drug Enforcement Task Force (OCDETF), Operation Empty Pockets, for the period of October 1, 2017 through September 30, 2018. As a result, the JCDF will be reimbursed overtime costs by the OCDETF program associated with this investigation.</p> <p>Please appropriate \$10,000 from the undesignated fund balance of the Anti-Drug Sales Tax Fund into: 008-4133-55030</p> | | | | | | | | |
| <p>CLEARANCE</p> | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p> | | | | | | | | |

| | | |
|-------------|--|----------------|
| ATTACHMENTS | OCDETF Agreement | |
| REVIEW | Department Director: | Date: 11/27/17 |
| | Finance (Budget Approval): <i>If applicable</i> | Date: 12/5/17 |
| | Division Manager: | Date: 12/5/17 |
| | County Counselor's Office: | Date: |

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: |
|-----------------|---|-----------------------|
| 008-2810 | Anti-Drug Sales Tax Fund – Undesignated Fund Balance | \$10,000 |

- 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.

Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: December 5, 2017

ORD # 5063

| <u>Department / Division</u> | <u>Character/Description</u> | <u>From</u> | <u>To</u> |
|---------------------------------------|----------------------------------|---------------|---------------|
| Anti-Drug Sales Tax Fund - 008 | | | |
| <u>4133 - OCDETF</u> | <u>45792 - Increase Revenues</u> | <u>10,000</u> | |
| <u>2810</u> | <u>Undesignated Fund Balance</u> | | <u>10,000</u> |
| <u>2810</u> | <u>Undesignated Fund Balance</u> | <u>10,000</u> | |
| <u>4133 - OCDETF</u> | <u>55030 - Overtime</u> | | <u>10,000</u> |
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 12/5/17
Budgeting



U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
West Central Region

Thomas F. Eagleton Courthouse
111 S. 10th Street, Suite 20.333
St. Louis, MO 63102

314-539-2200
Fax: 314-539-2312

Capt. Danny Cummings
Jackson CO DTF (KCMO)
415 E. 12th Street, 9th Floor
Kansas City, MO 64106

November 6, 2017

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2018

Dear Capt. Cummings:

The West Central Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Jackson CO DTF (KCMO) under the following terms:

| | | |
|----------------------------|---|---------------|
| OCDETF Case #: | WC-MOW-0319 | EMPTY POCKETS |
| Dates of the Agreement: | 10/01/2017 through 09/30/2018 (Fiscal 2018) | |
| Funding Amount: | \$ 10,000.00 | |
| Sponsoring Federal Agency: | FBI | |

At no time should your State or Local agency exceed the approved funding noted above.

**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director prior to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

Law Enforcement Sensitive

OCDETF Agreement for Fiscal Year 2018

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$18,042.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2017). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Walt Comeau at 314-220-1953.

Very truly yours,

Richard G. Callahan
United States Attorney

A handwritten signature in blue ink that reads "Jackie Catron" followed by a stylized flourish.

James Delworth
OCDETF Regional Director
West Central Region

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
 FY 2018 Agreement
 FOR THE USE OF THE STATE OR LOCAL
 OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

Federal Tax Identification #: 44-6000524

DC#: T-32-

Amount Requested: \$ 50,000.00 *\$ 10,000.00 AW/g*
 Number of Officers Listed: 15

OCDETF Investigation / Strategic Initiative
 Number: WC MOW 319
 Operation Name: Empty Pockets

From: October 1, 2017
Beginning Date of Agreement
 To: September 30, 2018
Ending Date of Agreement

Federal Agency Investigations:
 Number: 245C-KC-2109663

State or Local Organization
 Narcotics Supervisor: Danny R. Cummings, OIC
 Telephone Number: (816) 503-4725
 E-mail Address: dcummings@jcdtf.com

State or Local Organization Name:
Jackson County Drug Task Force
 Address to receive OCDETF paperwork (no PO Boxes):
 ATTN: Cari Beeman
415 E. 12th Street
Kansas City, MO 64106

Sponsoring Federal Agency(ies):
Federal Bureau of Investigation, Kansas City

Sponsoring Federal Agency
 Group/Squad Supervisor: Alex Menzel, SSA
 Telephone Number: (816) 812-4750
 E-mail Address: mamenzel@fbi.gov

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Cari Beeman
 Telephone Number: (816) 503-4715
 E-mail Address: cbeeman@jcdtf.com

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2018.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: [Signature] OIC 9/12/17
Authorized State or Local Official Title Date

Print Name

Approved By: [Signature] 10-25-17
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name Michael Menez

Approved By: [Signature] 10-31-17
Sponsoring Agency Regional OCDEF Coordinator Date

Approved By: [Signature] 11-6-17
Assistant United States Attorney Regional OCDEF Director Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDEF Executive Office Date

Approving Official: _____
OCDEF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS**

State or Local Organization: Jackson County Drug Task Force

OCDETF Investigation / Strategic Initiative Number: MC-MOW-319

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

| | <u>NAME</u> | <u>TITLE/RANK</u> | <u>DOB</u> |
|-----|------------------------|-------------------------|------------|
| 1. | Danny R. Cummings | Officer In Charge (OIC) | 8/12/56 |
| 2. | Eric W. Burchfield | Detective | 3/12/73 |
| 3. | Matthew Beets | Detective | 1/6/78 |
| 4. | Daniel M. Curby | Detective | 9/24/56 |
| 5. | Ronnie J. Doumitt, Jr. | Detective | 3/20/76 |
| 6. | Michael T. Ervin | Detective | 11/5/82 |
| 7. | Michael D. Fowler | Detective | 5/20/82 |
| 8. | Joshua J. E. Gena | Detective | 2/3/90 |
| 9. | David F. Gutierrez | Detective | 5/7/80 |
| 10. | Logan D. Waterworth | Detective | 3/15/84 |

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
NOTIFICATION OF CHANGE IN LAW ENFORCEMENT OFFICERS**

State or Local Organization: Jackson County Drug Task Force

OCDETF Investigation / Strategic Initiative #: WC-MOW-319 DC#: T - 32

Current Total Number of Officers: 15

Revised Total Number of Officers: 15

Effective Date of Change: 10/1/2017

Sponsoring Federal Agency Coordinator Approval: _____

AUSA Regional OCDETF Director or Designee Approval: _____

The Law Enforcement officers listed below are added to the above identified OCDETF Investigation or Strategic Initiative. Any modifications must be approved by the sponsoring Federal Agency Coordinator and AUSA Regional OCDETF Director or designee and forwarded to the OCDETF Executive Office.

| <u>NAME</u> | <u>TITLE/RANK</u> | <u>DOB</u> | <u>ADD/DELETE</u> |
|-----------------------|--------------------|------------|-------------------|
| 1. Ryan L. Yount | Detective | 3/15/84 | Existing |
| 2. Bryce R. Henderson | Detective | 6/5/84 | Existing |
| 3. Joseph K. Herrera | Detective | 6/3/55 | Existing |
| 4. Darren D. Rhoden | Detective | 1/14/72 | Existing |
| 5. Justin M. Rigot | Detective Sergeant | 7/14/76 | Existing |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
OCDETF State and Local Overtime Policies and Procedures**

West Central Region Addendum A

Definition of "Full-Time Participation" Exemption

The "full-time" rule states:

Officers assigned to an OCDETF investigation are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the single investigation or multiple OCDETF investigations; i.e. the officer/agent is working more than one OCDETF investigation or he/she is assigned to a task force working exclusively OCDETF investigations. The parent State or local agency must pay the base salary of these officers.

However, given the size of narcotics units in most of the departments in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands:

An agent/officer can work/claim up to a maximum of 16 hours per month of overtime without working any regular hours on an OCDETF investigation.

Additionally, there may be exceptions granted for special circumstances for one-time events such as T-III surveillance, canine searches, aerial surveillance, controlled deliveries, etc. All special circumstances MUST be approved in writing via email by the OCDETF Agency Regional Coordinator prior to use. If special circumstances are NOT approved in advance, the exception will not be granted.

(The former 4:1 rule no longer applies)

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION

| |
|--------------------------------------|
| Name: Jackson County Drug Task Force |
| Address: 415 E. 12th Street |
| Kansas City, MO 64106 |
| Taxpayer ID Number: 44-6000524 |

FINANCIAL INSTITUTION INFORMATION

| |
|--|
| Bank Name: Bank of America |
| Nine-Digit ABA Routing Transit Number: 081000032 |
| Depositor Account Number: 012061904220 |
| Type of Account: (checking/savings) Checking |

POINT OF CONTACT

Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.

| | |
|-------------------------------------|----------------------------------|
| Contact Person Name: Emily Favarech | Telephone Number: (816) 881-3454 |
|-------------------------------------|----------------------------------|

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE amending subsection 902.33, Jackson County Code, 1984, relating to the Ethics Code.

ORDINANCE NO. 5064, December 11, 2017

INTRODUCED BY Crystal Williams, County Legislator

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Subsection 902.33, Jackson County Code, 1984, is hereby amended, to read as follows:

902.33. Personal benefit means any benefit which is offered or received, or perceived to be offered or received, for the purpose of influencing the manner in which a public servant performs or refrains from performing an official action, so that an attempt is made to induce the public servant, or the public servant is induced, to act in favor of some interest other than the public interest on the basis of an expectation or hope that the public servant or a partner in interest of the public servant will obtain some private gain by acting against the public interest; provided, however, that the term "personal benefit" within the meaning of this chapter does not include any of the following, which, although they may benefit individual public servants, are deemed to be primarily public benefits rather than personal benefits:

(1) payment by the County of salaries, compensation or employee benefits; or payment by an employer or business other than the County of salaries, compensation, employee benefits or pursuant to a contract, when the payment is unrelated to a public servant's status as a public servant and is not made for the purpose of influencing, directly or indirectly, the official action or decision of a public servant; or

(2) fees, expenses, or income, including those resulting from outside employment, which are permitted and reported in accordance with the policies of the County; or

(3) authorized reimbursement of reasonable, or actual and necessary expenses; or

(4) admission, regardless of value, to events to which public servants are invited in their official, representative capacity as public servants; or

(5) hospitality extended for a purpose unrelated to the official business of the County; or

(6) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official County business, if furnished by the sponsor of such public event; or in connection with speaking engagements, teaching or rendering other public assistance to an organization or another governmental entity; this provision applies only if the County does not also pay the person for the same activity; or

(7) reasonable gratuities given by a group in appreciation for a public servant speaking or making any presentation before that group; or

(8) awards publicly presented in recognition of public service, acts of heroism or for solving crimes; or

(9) gifts or other tokens of recognition presented by representatives of governmental bodies or political subdivisions who are acting in their official capacities; or

(10) anything of value, regardless of the value, when the thing of value is offered to the County, is accepted on behalf of the County,

and is to remain the property of the County; or

(11) commercially reasonable loans made in the ordinary course of the lender's business in accordance with prevailing rates and terms, and which do not discriminate against or in favor of an individual who is a public servant because of such individual's status as a public servant; or

(12) complimentary copies of trade publications; or

(13) [any unsolicited benefit conferred by any one person or business if the economic value totals less than \$ 50 per calendar year, and if there is no express or implied understanding or agreement that an official action or decision of a public servant will be influenced; or]

([14] 13) reasonable compensation for a published work which did not involve the use of the County's time, equipment, facilities, supplies, staff or other resources, if the payment is arranged or paid by the publisher of the work; or

([15] 14) reasonable compensation for a published work which

did involve the use of the County's time, equipment, facilities, supplies, staff or other resources, if the payment of the compensation to the public servant is lawfully authorized by a representative of the County who is empowered to authorize such compensation; or

([16] 15) anything of value, if the payment, gift, or other transfer of value is unrelated to and does not arise from the recipient's holding or having held a public position, and if the activity or occasion for which it is given does not involve the use of the County's time, equipment, facilities, supplies, staff or other resources in any manner or degree which is not available to the general public; or

([17] 16) anything of value received as a devise, bequest or inheritance; or

([18] 17) a gift received from a relative within the fifth degree of consanguinity, under the civil law computation method, to the public servant, or the spouse of such a relative; or

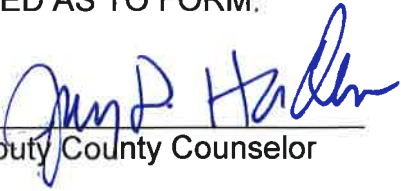
([19] 18) a gift received from a spouse of a public servant, or a

spouse's relative within the fifth degree of consanguinity to the spouse, under the civil law computation method.


([20] 19) allowance, stipends or reasonable reimbursement for service on Public Boards or Commissions that a Public Servant is required to serve on as a matter of State or Federal Law.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5064 introduced on December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. In the votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5064.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$239,207.00 from the undesignated fund balance of the 2017 General Fund, \$117,825.00 from the undesignated fund balance of the 2017 Health Fund, and \$62,580.00 from the undesignated fund balance of the 2017 Anti-Drug Sales Tax Fund to cover the costs of certain projects for use by the Department of Corrections.

ORDINANCE NO. 5065, December 11, 2017

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Resolution 19651, dated November 13, 2017, the Legislature did authorize the execution of an agreement with the City of Kansas City, Missouri and the TIF Commission of Kansas City, Missouri related to the distribution of surplus funds held for a redevelopment project; and,

WHEREAS, the County has received its portion of this distribution and it is recommended that some of these surplus funds be used to cover the costs of projects needed at the Detention Center, including the renovation of the locker rooms project, now under separate consideration by the Legislature, and other projects to be completed using existing term and supply contracts; and,

WHEREAS, an appropriation is necessary to place the funds needed for these projects in the proper spending accounts; and,

WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2017 General Fund, 2017 Health Fund, and the 2017 Anti-Drug Sales Tax Fund be and hereby are made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|--|------------------------------------|-------------|-----------|
| General Fund Non-Departmental | | | |
| 001-2810 | Undesignated Fund Balance | \$239,207 | |
| 001-5101 | 56790 – Other Contractual Svcs | | \$159,936 |
| General Fund Facilities Management – Detention Center | | | |
| 001-1210 | 56510 – Maint & Repair – Buildings | | \$ 79,271 |
| Health Fund Non-Departmental | | | |
| 002-2810 | Undesignated Fund Balance | \$117,825 | |
| 002-5102 | 56790 – Other Contractual Svcs | | \$117,825 |
| Anti-Drug Sales Tax Fund Non-Departmental | | | |
| 008-2810 | Undesignated Fund Balance | \$62,580 | |
| 008-5108 | 56790 – Other Contractual Svcs | | \$62,580 |

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5065 introduced on December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5065.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 2810
ACCOUNT TITLE: General Fund
Undesignated Fund Balance
NOT TO EXCEED: \$239,207.00

ACCOUNT NUMBER: 002 2810
ACCOUNT TITLE: Health Fund
Undesignated Fund Balance
NOT TO EXCEED: \$117,825.00

ACCOUNT NUMBER: 008 2810
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$62,580.00

12/7/2017
Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 5065

Sponsor(s): Scott Burnett

Date: December 11, 2017

| | |
|----------------|--|
| SUBJECT | Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>Appropriating \$239,207 from the undesignated fund balance of the 2017 General Fund, \$117,825 from the undesignated fund balance of the 2017 Health Fund and \$62,580 from the undesignated fund balance of the 2017 Anti-Drug Sales Tax Fund for projects within the Detention Center.</u> |
|----------------|--|

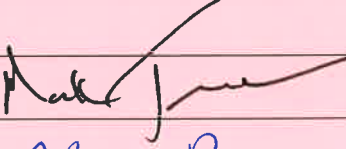


| | | |
|--|---|---------------------|
| BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i> | Amount authorized by this legislation this fiscal year: | \$419,612 |
| | Amount previously authorized this fiscal year: | \$0 |
| | Total amount authorized after this legislative action: | \$419,612 |
| | Amount budgeted for this item * (including transfers): | \$0 |
| | Source of funding (name of fund) and account code number; | |
| | FROM ACCT: | FROM AMOUNT: |
| | GENERAL FUND | |
| | Undesignated Fund Balance 001-2810 | \$ 239,207 |
| | HEALTH FUND | |
| | Undesignated Fund Balance 002-2810 | \$ 117,825 |
| ANTI-DRUG SALES TAX FUND | | |
| Undesignated Fund Balance 008-2810 | \$ 62,580 | |
| TO ACCT: | TO AMOUNT: | |
| GENERAL FUND | | |
| Non-Departmental - Other Contractual Services 001-5101-56790 | \$ 159,936 | |
| Fac Mgmt-Det. Cen. – Maint & Repair-Buildings 001-1210-56510 | \$ 79,271 | |
| HEALTH FUND | | |
| Non-Departmental – Other Contractual Services 002-5102-56790 | \$ 117,825 | |
| ANTI-DRUG SALES TAX FUND | | |
| Non-Departmental - Other Contractual Services 008-5108-56790 | \$ 62,580 | |

* If account includes additional funds for other expenses, total budgeted in the account is: \$

OTHER FINANCIAL INFORMATION:

- No budget impact (no fiscal note required)
- Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:
 Department: _____ Estimated Use: \$ _____

Prior Year Budget (if applicable):
 Prior Year Actual Amount Spent (if applicable):

| | | |
|---------------------|--|---------------|
| PRIOR LEGISLATION | Prior ordinances and (date): Prior resolutions and (date): #19674 12/11/2017, #19651 11/13/17 | |
| CONTACT INFORMATION | RLA drafted by (name, title, & phone): Mark Lang, Budget Officer (816) 881-3851 | |
| REQUEST SUMMARY | Requesting and appropriation of \$239,207 from the undesignated fund balance of the 2017 General Fund, \$117,825 from the undesignated fund balance of the 2017 Health Fund and \$62,580 from the undesignated fund balance of the 2017 Anti-Drug Sales Tax Fund for projects within the Detention Center. | |
| CLEARANCE | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) | |
| ATTACHMENTS | | |
| REVIEW | Department Director:  | Date: 11/7/17 |
| | Finance (Budget Approval): <i>If applicable</i>  | Date: 12/7/17 |
| | Division Manager:  | Date: 12/7/17 |
| | County Counselor's Office: | Date: |

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: |
|-----------------|---------------------------|-----------------------|
| 001 - 2810 | Undesignated Fund Balance | \$ 239,207 |
| 002 - 2810 | Undesignated Fund Balance | \$ 117,825 |
| 008 - 2810 | Undesignated Fund Balance | \$ 62,580 |

- 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:
Jackson County, Missouri**

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

| | | | |
|---------------------------------------|---------------------------------------|-------------------|-------------------|
| Date: | December 7, 2017 | PC# _____ | RES # <u>5065</u> |
| <u>Department / Division</u> | <u>Character/Description</u> | <u>From</u> | <u>To</u> |
| General Fund - 001 | | | |
| 9999 | 41240 - Kansas City TIF | \$ 125,159 | |
| 9999 | 41170 - Paid in Lieu of Taxes (PILOT) | 94,476 | |
| 9999 | 41135 - Replacement Tax | 19,572 | |
| 9999 | 2810 - Undesignated Fund Balance | | 239,207 |
| 9999 | 2810 - Undesignated Fund Balance | 239,207 | |
| 5101 - Non-Departmental | 56790 - Other Contractual Services | | 159,936 |
| 1210 - Fac. Mgmt-Detention Center | 56510 - Maint. & Repair - Buildings | | 79,271 |
| Health Fund - 002 | | | |
| 9999 | 41170 - Paid in Lieu of Taxes (PILOT) | \$ 100,013 | |
| 9999 | 41135 - Replacement Tax | 17,812 | |
| 9999 | 2810 - Undesignated Fund Balance | | 117,825 |
| 9999 | 2810 - Undesignated Fund Balance | 117,825 | |
| 5102 - Non-Departmental | 56790 - Other Contractual Services | | 117,825 |
| Anti-Drug Sales Tax Fund - 008 | | | |
| 9999 | 41240 - Kansas City TIF | \$ 62,580 | |
| 9999 | 2810 - Undesignated Fund Balance | | 62,580 |
| 9999 | 2810 - Undesignated Fund Balance | 62,580 | |
| 5101 - Non-Departmental | 56790 - Other Contractual Services | | 62,580 |
| | | <u>\$ 419,612</u> | <u>\$ 419,612</u> |

Mary Rasmussen
Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE amending subsections 1503.2 and 1503.3, Jackson County Code, 1984, relating to the Employees' Pension Plan.

ORDINANCE NO. 5066, December 11, 2017

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Employees' Pension Plan Board of Trustees has authorized an actuarial experience study be conducted every five years; and

WHEREAS, the Plan's actuary has recommended changes to the Plan and pension ordinance, chapter 15 of the County code, based on the results of the actuarial experience study and actuarial standards applicable to public funds; and

WHEREAS, the Board of Trustees has a fiduciary duty to assess the sufficiency of Plan assets to cover estimated costs of the Plan's benefit obligations; and

WHEREAS, the Board recommends chapter 15 be amended to give the Board the discretion to amend the actuarial assumptions based on recommendations from the actuary on an ongoing basis to ensure the health of the Plan; and

WHEREAS, the proposed revisions are in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Sections 1503.2 and 1503, Jackson County Code, 1984, are hereby amended, to read as follows:

1503.2 Actuarial Equivalent.

The term "Actuarial Equivalent" shall mean a benefit of equivalent value, as certified by the Actuary, [computed on the basis of the following actuarial assumptions] which is determined by utilizing the Fund's current earnings assumption rate and the updated mortality table determined in conjunction with actuarial recommendations on an ongoing basis and as adopted by the Board.

[Interest - Seven percent (7%) per annum, compounded annually.]

[Mortality - The 1983 Group Annuity Mortality Table blended 50% for males and 50% for females.]

1503.3 Actuarial Value.

The term "Actuarial Value" shall mean the single sum value, as certified by the Actuary, of any income benefit, [computed on the basis of the following actuarial assumptions] which is determined by utilizing the Fund's current earnings assumption rate and the updated mortality table determined in conjunction with actuarial recommendations on an ongoing basis and as adopted by the Board.

[Interest - Seven percent (7%) per annum, compounded annually.]

[Mortality - The 1983 Group Annuity Mortality Table blended 50% for males and 50% for females.]

Effective Date: This Ordinance shall be effective immediately upon its passage by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5066 introduced on December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5066.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, December 11, 2017, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) and (3) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19670, December 11, 2017

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, December 11, 2017, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, litigation, and/or the hiring, firing, disciplining, or promoting of particular employees; and,

WHEREAS, such closed meeting is allowable under section 610.021(1) and (3) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, December 11, 2017, pursuant to section 610.021(1) and (3), RSMo, and closing all records prepared in connection therewith.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19670 of December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$18,000.00 within the 2017 General Fund to cover the cost of emergency repairs to the Eastern Jackson County Courthouse.

RESOLUTION NO. 19671, December 11, 2017

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, on November 17, 2017, a broken sprinkler line caused water damage to the mechanical room in the Eastern Jackson County Courthouse; and,

WHEREAS, emergency repairs were completed using an existing term and supply contract; and,

WHEREAS, a transfer is necessary to place the funds needed to cover the cost of this repair in the proper spending account; and,

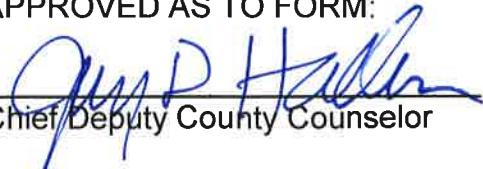
WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers be made within the 2017 General Fund:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|-------------------------------|-----------------------------------|-------------|-----------|
| General Fund | | | |
| Facilities Management - Indep | | | |
| 001-1205 | 56730 – Janitor & Exterminating | \$ 1,600 | |
| 001-1205 | 57130 – Building Cleaning Sup | \$ 5,500 | |
| 001-1205 | 57330 – Plumbing Supplies | \$ 2,500 | |
| 001-1205 | 57340 – Paint & Supplies | \$ 1,750 | |
| 001-1205 | 57350 – Lumber | \$ 800 | |
| 001-1205 | 57360 – Electrical Supplies | \$ 1,500 | |
| 001-1205 | 57370 – Building Operating Sup | \$ 2,100 | |
| 001-1205 | 57371 – HVAC Supplies | \$ 2,250 | |
| 001-1205 | 56510 – Maint & Repair – Building | | \$18,000 |

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19671 of December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 1205 56730
ACCOUNT TITLE: General Fund
Facilities Management - Independence
Janitor & Exterminating Services
NOT TO EXCEED: \$1,600.00

ACCOUNT NUMBER: 001 1205 57130
ACCOUNT TITLE: General Fund
Facilities Management - Independence
Building Cleaning Supplies
NOT TO EXCEED: \$5,500.00

ACCOUNT NUMBER: 001 1205 57330
ACCOUNT TITLE: General Fund
Facilities Management - Independence
Plumbing Supplies
NOT TO EXCEED: \$2,500.00

ACCOUNT NUMBER: 001 1205 57340
ACCOUNT TITLE: General Fund
Facilities Management - Independence
Paint & Supplies
NOT TO EXCEED: \$1,750.00

ACCOUNT NUMBER: 001 1205 57350
ACCOUNT TITLE: General Fund
Facilities Management - Independence
Lumber
NOT TO EXCEED: \$800.00

ACCOUNT NUMBER: 001 1205 57360
ACCOUNT TITLE: General Fund
Facilities Management - Independence
Electrical Supplies
NOT TO EXCEED: \$1,500.00

ACCOUNT NUMBER: 001 1205 57370
ACCOUNT TITLE: General Fund
Facilities Management - Independence
Building Operating Supplies
NOT TO EXCEED: \$2,100.00

ACCOUNT NUMBER: 001 1205 57371
ACCOUNT TITLE: General Fund
Facilities Management - Independence
HVAC Supplies
NOT TO EXCEED: \$2,250.00

12/6/2017
Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION


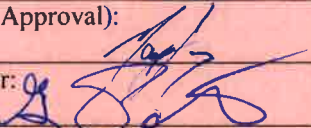
Completed by County Counselor's Office:

Res/Ord No.: 19671

Sponsor(s): Greg Grounds

Date: December 11, 2017

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|----------|--|-----|--|----------|--|----------|---|------------------|---|------------|--------------------------------------|------------|--------------------------------|------------|-----------------------------|------------|-----------------------|----------|-----------------------------|------------|-----------------------------------|------------|----------------------------|------------|---------------------------------------|--------------------|--|----------------|------------------------------------|-------------|
| <p>SUBJECT</p> | <p>Action Requested <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Eastern Jackson County Courthouse-Emergency underground sprinkler work.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$20,400</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>\$20,400</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$20,400</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT</td> </tr> <tr> <td> Janitorial/Exter.Service 001-1205-56730</td> <td>\$1,600.00</td> </tr> <tr> <td> Bldg. Cleaning Supply 001-1205-57130</td> <td>\$5,500.00</td> </tr> <tr> <td> Plumbing Supply 001-1205-57330</td> <td>\$2,500.00</td> </tr> <tr> <td> Paint Supply 001-1205-57340</td> <td>\$1,750.00</td> </tr> <tr> <td> Lumber 001-1205-57350</td> <td>\$800.00</td> </tr> <tr> <td> Elect Supply 001-1205-57360</td> <td>\$1,500.00</td> </tr> <tr> <td> Bldg. Oper. Supply 001-1205-57370</td> <td>\$2,100.00</td> </tr> <tr> <td> HVAC Supply 001-1205-57371</td> <td>\$2,250.00</td> </tr> <tr> <td> <u>Total Amount being transferred</u></td> <td><u>\$18,000.00</u></td> </tr> <tr> <td></td> <td>TO ACCT</td> </tr> <tr> <td> Bldg. Maint./Repair 001-1205-56510</td> <td>\$18,000.00</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: | \$20,400 | Amount previously authorized this fiscal year: | \$0 | Total amount authorized after this legislative action: | \$20,400 | Amount budgeted for this item * (including transfers): | \$20,400 | Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT | Janitorial/Exter.Service 001-1205-56730 | \$1,600.00 | Bldg. Cleaning Supply 001-1205-57130 | \$5,500.00 | Plumbing Supply 001-1205-57330 | \$2,500.00 | Paint Supply 001-1205-57340 | \$1,750.00 | Lumber 001-1205-57350 | \$800.00 | Elect Supply 001-1205-57360 | \$1,500.00 | Bldg. Oper. Supply 001-1205-57370 | \$2,100.00 | HVAC Supply 001-1205-57371 | \$2,250.00 | <u>Total Amount being transferred</u> | <u>\$18,000.00</u> | | TO ACCT | Bldg. Maint./Repair 001-1205-56510 | \$18,000.00 |
| Amount authorized by this legislation this fiscal year: | \$20,400 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$20,400 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$20,400 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Janitorial/Exter.Service 001-1205-56730 | \$1,600.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bldg. Cleaning Supply 001-1205-57130 | \$5,500.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Plumbing Supply 001-1205-57330 | \$2,500.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Paint Supply 001-1205-57340 | \$1,750.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lumber 001-1205-57350 | \$800.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Elect Supply 001-1205-57360 | \$1,500.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bldg. Oper. Supply 001-1205-57370 | \$2,100.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HVAC Supply 001-1205-57371 | \$2,250.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Total Amount being transferred</u> | <u>\$18,000.00</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TO ACCT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bldg. Maint./Repair 001-1205-56510 | \$18,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>PRIOR LEGISLATION</p> | <p>Prior ordinances and (date): n/a</p> <p>Prior resolutions and (date): n/a</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>CONTACT INFORMATION</p> | <p>RLA drafted by (name, title, & phone): Kimberly Byers, Office Administrator, 881-4418</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>REQUEST SUMMARY</p> | <p>Request to transfer funds for emergency work that was performed at the Eastern Jackson County Courthouse on 11/17/17. There was a broken sprinkler line that was leaking into the mechanical room in the basement of the courthouse. The T&S vendor that was called out for repairs was Simplex Grinnell. The underground sprinkler line had to be repaired along with new concrete work completed. This work had to be repaired immediately prior to securing proper funds and Purchase Order. We request the above funds to be transferred so that we can pay for</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|-------------|--|---------------|
| | the work that had to be completed for these repairs. Total Repair Cost \$20,359.50. | |
| CLEARANCE | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) | |
| ATTACHMENTS | Invoice provided by Vendor. | |
| REVIEW | Department Director:  | Date: 12.5.17 |
| | Finance (Budget Approval): <i>If applicable</i> | Date: 12/5/17 |
| | Division Manager:  | Date: 12/5/17 |
| | County Counselor's Office: | Date: |

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:

Jackson County, Missouri

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

Date: December 5, 2017 PC# _____

RES # 19671

| Department / Division | Character/Description | From | To |
|---------------------------------|--------------------------------------|-----------|-----------|
| General Fund - 001 | | | |
| 1205 - Facilities Mgmt - Indep. | 56730 - Janitor & Exterminating Svcs | \$ 1,600 | \$ - |
| 1205 - Facilities Mgmt - Indep. | 57130 - Building Cleaning Supplies | 5,500 | |
| 1205 - Facilities Mgmt - Indep. | 57330 - Plumbing Supplies | 2,500 | |
| 1205 - Facilities Mgmt - Indep. | 57340 - Paint & Supplies | 1,750 | |
| 1205 - Facilities Mgmt - Indep. | 57350 - Lumber | 800 | |
| 1205 - Facilities Mgmt - Indep. | 57360 - Electrical Supplies | 1,500 | |
| 1205 - Facilities Mgmt - Indep. | 57370 - Building Operating Supplies | 2,100 | |
| 1205 - Facilities Mgmt - Indep. | 57371 - HVAC Supplies | 2,250 | |
| 1205 - Facilities Mgmt - Indep. | 56510 - Maint & Repair - Buildings | | 18,000 |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | \$ 18,000 | \$ 18,000 |

 12/5/17
 Budget Office



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 332
11019 STRANG LINE RD
LENEXA, KS 66215-2181
913-894-0010

Billing Questions, Contact = Shelley Hildreth Carlow

Send Invoice to District 332

INVOICE NO.
84307211

INVOICE DATE
11-29-17

SERVICE REQUEST #
40451904

SERVICE REQ. CREATED
11-17-17

Res. 19671

PO NUMBER
Joe Tomlinson

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS
Due upon receipt

Bill To: 332-00159189
Jackson County Accounting Department
415 E 12th St
Attn Account Payable Rm 105
KANSAS CITY MO 64106-2706

Ship To: 332-44211900
Jackson County Courthouse
308 W Kansas Ave
INDEPENDENCE MO 64050-3716

Service Requested By: Gary Hayes

Requestors Phone Number: 000-000-0000

Description of work
repair leaking underground pipe - Nov. 17-2017

| | |
|----------------------|-------------|
| Labor | \$3,514.50 |
| Material | \$0.00 |
| Other | \$16,845.00 |
| Invoice Amount | \$20,359.50 |
| Taxes | \$0.00 |
| Total Invoice Amount | \$20,359.50 |
| Payment Received | \$0.00 |

Total Amount Due  **\$20,359.50**



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
\$20,359.50

BILL TO Jackson County Accounting
332-00159189
SHIP TO Jackson County Courthouse
332-44211900

INVOICE NUMBER 84307211
INVOICE DATE 11-29-17
CUSTOMER P.O. Joe Tomlinson

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine

IL 60055-0320

0002035950084307211



District # 332
 11019 STRANG LINE RD
 LENEXA, KS 66215-2181
 913-894-0010

Res. 19671

INVOICE NO.

84307211

DATE OF INVOICE

11-29-17

Billing Questions:
 Shelley Hildreth Carlow

INVOICE SERVICE DETAIL

| SERVICE REQ # | TASK # | DATE OF SERVICE | ITEMIZATION OF CHARGES | PRODUCT ID | UOM | AMOUNT |
|---------------|----------|-----------------|---|--------------|--------|-------------|
| 40451904 | 58855715 | 20-NOV-17 | All-Thread Rod 3/8 CAD 0.00 | 09-0580 | 8 EA | \$0.00 |
| | | | MECHANICAL AND SUPPRESSION OVERTIME LABOR | MECH/SUPP OT | 7.5 HR | \$1,597.50 |
| | | | TRUCK CHARGE | TRUCK CHARGE | 1 EA | \$100.00 |
| | | | Coupling - Flex 4 Painted 5 | 06-1420 | 1 EA | \$0.00 |
| | | | Drop In Anchor 3/8 CAD 0.00 | 09-0290 | 2 EA | \$0.00 |
| | | | Swivel Ring 1 CAD 0.0000 | 09-1140 | 2 EA | \$0.00 |
| | | | Top Beam Clamp 3/8 Plain 0. | 09-0030 | 2 EA | \$0.00 |
| | | | MECHANICAL AND SUPPRESSION REGULAR LABOR | MECH/SUPP RG | 8 HR | \$1,136.00 |
| 40451904 | 58873840 | 29-NOV-17 | MECHANICAL AND SUPPRESSION REGULAR LABOR | MECH/SUPP RG | 4 HR | \$568.00 |
| 40451904 | 58873840 | 29-NOV-17 | TRUCK CHARGE | TRUCK CHARGE | 1 EA | \$100.00 |
| 40451904 | 58873840 | 29-NOV-17 | MECHANICAL AND SUPPRESSION OVERTIME LABOR | MECH/SUPP OT | 1 HR | \$213.00 |
| | | | SUBCONTRACTOR LABOR | SUB LABOR | 1 EA | \$16,645.00 |

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Intergovernmental Agreement with the City of Independence, Missouri, for the furnishing of animal sheltering services at the Regional Animal Shelter, for funds payable to the County.

RESOLUTION NO. 19672, December 11, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 16925, dated June 8, 2009, the Legislature did authorize the execution of an Intergovernmental Agreement with the City of Independence, Missouri (“the City”), for animal control field services and animal control sheltering services for the City and unincorporated areas of Jackson County, for a period ending December 31, 2017; and,

WHEREAS, subsequent agreements authorized by the Legislature have provided that, among other things, the County would operate an animal shelter within a building constructed by the County on property owned by the City; and,

WHEREAS, the City and the County now recommend the execution of a five-year Intergovernmental Agreement to continue to provide these services, for funds payable to the County, to be passed through to the non-profit organization, Great Plains SPCA, in accordance with a separate agreement now before the Legislature; and,

WHEREAS, execution of this Intergovernmental Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Intergovernmental Agreement with the City of Independence, Missouri, for animal sheltering services.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19672 of December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Intergovernmental Agreement between the City of Independence and Jackson County
For
Operation of the Jackson County Regional Animal Shelter Facility

WHEREAS, the City and County have previously entered into a cooperative Agreement for an Animal Shelter Facility located at 21001 E. M-78 Hwy. to serve the City of Independence, Missouri, the unincorporated area of Jackson County and Jackson County parks as well as specific communities located in the County; and,

WHEREAS, the First Amendment to Intergovernmental Agreement between the City of Independence and Jackson County for Construction and Operation of an Animal Shelter Facility dated January 22, 2013, provided that, among other things, the County would operate an animal shelter within a building constructed by the County on property owned by the City (the "Regional Animal Shelter");

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the City and County agree as follows:

1. OPERATION

The County shall select an organization ("Operator") to operate the Regional Animal Shelter for a five-year period, January 1, 2018, through December 31, 2022 (the "Term"). During the Term, the County, through the Operator, will provide sheltering services to the City's Animal Services Unit. During the Term, the County shall be responsible for all operational duties and responsibilities including but not limited to the following:

- a. Securing service and payment for all utilities;
- b. Facility and grounds maintenance;
- c. Requiring Operator to carry comprehensive general liability insurance for the facility and employees;
- d. Requiring Operator to indemnify and hold the City of Independence harmless as outlined in Section 2; and,
- e. Assuring the Operator has secured all required licenses and permits, including all appropriate licenses from the State of Missouri as defined by State statutes.

In the performance of the work, County shall abide all applicable laws, regulations and ordinance of all federal, state and local governments including, but not limited to provision of a payment and performance bond, payment of prevailing wage, compliance with immigration law, and excess unemployment if applicable and shall require the same of all contractors and subcontractors, provided that the applicability of local government laws and regulations shall be limited to those related to buildings.

- A. As a part of this assumption of duties and responsibilities, the County shall perform proper maintenance and repair of all county-owned fixtures and

equipment within or at the shelter to avoid the voiding of manufacturers' and suppliers' warranties, and shall provide a report to the City at the end of each calendar year indicating the age and condition of all such fixtures and equipment. City shall be provided the opportunity to physically inspect the premises upon reasonable notice. County shall furnish to the City a copy of any inspections performed by any licensing jurisdiction within ten (10) business days.

- B. The City agrees, upon annual appropriation, to pay the County according to the following schedule for the sheltering services that will be provided by the Operator at the Regional Animal Shelter pursuant to the Agreement ("Fees").

| | |
|--------------------------------------|--------------------|
| January 1, 2018 – December 31, 2018: | \$546,522 Annually |
| January 1, 2019 – December 31, 2019: | \$557,452 Annually |
| January 1, 2020 – December 31, 2020: | \$568,601 Annually |
| January 1, 2021 – December 31, 2021: | \$579,973 Annually |
| January 1, 2022 – December 31, 2022: | \$591,572 Annually |

In year 2018, the City may pay \$128,750 in the first and second quarters and \$144,511 in the third and fourth quarters. For years 2019 through 2022, the annual fee will be divided equally between the annual quarters.

If the City's legislative body does not appropriate all of the funds necessary for the Fees as outlined herein as part of its annual budget adoption, the Agreement shall terminate at the end of the City's current appropriation period with no further services being provided to the City, and the City shall be released of its obligation to make all Fee payments coming due thereafter.

City and County, to assure an orderly process of planning and budgeting to avoid disruption of services to the public, shall begin negotiation for the extension or modification of this agreement, as applicable, in January 2022.

- C. Upon receipt of quarterly invoices and reports from the County and the Operator, as outlined in Section 1(G), the City will pay the fees set forth in Section 1(B) to the County in quarterly payments in advance of the services provided according to the following schedule:

January 1 for services provided January – March;
 April 1 for services provided April – June;
 July 1 for services provided July – September; and,
 October 1 for services provided October – December.

- D. In exchange for the payment of the fees set forth in Section 1(B), the County will work with Operator to ensure that animals delivered to the Regional Animal Shelter by the City's staff or officials will be accepted into the Regional Animal Shelter 24 hours per day, 365 days per year. If the shelter occupancy exceeds 140 dogs and 150 cats at one time, the Operator may institute wait lists or other

temporary restrictions on owner and stray surrenders until capacity is available. Authorized City staff shall be provided unaccompanied access to the facility during normal operating hours for the purpose of checking on animals impounded by the city and access to unlock the designated garage area of the facility after normal business hours for the purposes of dropping off animals impounded by the City. The County will work with the Operator to ensure that adequate cage space will be available after normal business hours for use by the City's staff to drop off animals. During the term of this amendment, the "return to owner" fee for animals delivered by the City shall be determined by the Operator which will include all boarding fees for the first day, and the "daily boarding" fee, excluding the first day. The City and County shall be notified of any changes to the fees determined by the Operator at least ten (10) days prior to implementation. These fees will cover any age-appropriate vaccinations, microchipping, heartworm tests, flea preventatives, and deworming that the Regional Animal Shelter administers.

The County will work with Operator to ensure that animals delivered to the Regional Animal Shelter by the residents of Independence will be accepted into the Regional Animal Shelter, until the shelter reaches capacity. If the shelter is at or over capacity of dogs and cats, the Operator will be permitted under the contract to turn away or wait list owner surrenders or strays of the particular type of animal received from the general public until space is available. Residents of Independence dropping off animals that are confirmed as stray animals, shall not be required to make an appointment, charged an intake fee by the Regional Animal Shelter, or be required to make a donation. However, the City agrees that a "suggested donation" amount is permissible and the "suggested donation" will be displayed on city website and communicated effectively to citizens to create a unified message of support. The Operator may charge a surrender fee for owner-surrenders. The City further agrees, at no added cost to itself, to promote the Regional Animal Shelter to encourage pet adoptions and spay and neutering of pets.

- E. The City agrees it will not perform public intake operations or receive animals dropped off by members of the public as long as animals are accepted into the Regional Animal Shelter as outlined in Section 1(D). The City will direct people bringing animals to the City's Animal Services Unit to the Regional Animal Shelter. The City reserves the right to deliver animals obtained by City staff to the Regional Animal Shelter or to hold animals that may present a public health issue at facilities designated by the Health Director. The City agrees it will not conduct adoptions out of City-owned facilities as long as animals are accepted into the Regional Animal Shelter as outlined in Section 1(D).
- F. The City agrees to provide incinerator services for animals that originate from Independence or unincorporated areas of Jackson County at no cost to the County or the Operator. Information satisfactory to the City regarding the origin of any such animals shall be furnished to the City. The City shall be under no obligation to provide pick up of animals at the facility.

- G. The County will provide reports on a quarterly basis to the City regarding the operation of the Regional Animal Shelter. The reports will include intake and disposition of animals and all revenues and expenditures paid by the County and the County's Operator, said reports to be received by the City within 30 days following quarter end, and will respond within 10 days to the City on information requests. For purposes of this agreement, a quarter will end on March 31, June 30, September 30, and December 31. The City and the County agree that they shall together, on an annual basis on or before March 31 of each year of the Term, review the Regional Animal Shelter intake numbers in order to determine whether any major shifts are detectable in the animal population being served by the Regional Animal Shelter. In the event of a significant shift in numbers, both parties agree that they shall meet and confer regarding management of the animal population. The County and City mutually agree to work to ensure that the electronic record system(s) related to the intake and processing of animals are compatible and allow efficient transfer of information.
- H. City and County agree that the County or the County's Operator will provide onsite veterinary services to animals housed at the Regional Animal Shelter until such animals are adopted or released from the facility; as well as partnering with rescue groups in providing veterinary services. Before animals are released, all dogs and cats shall be micro chipped, and when appropriate dogs, cats, and ferrets over four (4) months of age shall be provided with a rabies vaccination. On Return To Owner (RTO), if owner has current proof of rabies vaccination, no shots will be given. If a Veterinarian is not on premises, Operator will adhere to the guidelines of five days and owner will need to show proof to the City. For any cases involving animals that have been impounded for dangerous dog charges and/or rabies exposure quarantines, the owner must show proof of rabies vaccination or the vaccination must be administered prior to animal's release. Additionally, it is understood should veterinary services be offered to the public at some point in the future it will be for the purpose of providing affordable veterinary care for those who are receiving federal or state income assistance.
- I. The County shall keep the Regional Animal Shelter open to the public six (6) days per week, Tuesday through Sunday, not including County holidays provided sufficient activity occurs to justify the associated expense. At no time will the shelter be open to the public less than 35 hours per week including Saturday operating hours. The County shall have the right to reduce shelter services due to budget issues provided the County shall notify the City and demonstrate that the reduction is proportional to other County obligations and due to a lack of funds.
- J. The County shall agree to provide shelter space for domesticated animals being provided to the County for a minimum of six (6) business days, which shall be the required holding period. The staff of the Regional Animal Shelter shall provide care to these animals including but not limited to food, shelter, necessary veterinary care, etc.

Domesticated animals will be disposed of pursuant to the County's ordinances and at County costs. All adoption fees, boarding fees, and other applicable fees collected at the Regional Animal Shelter shall be retained by the County or the County's Operator. The County or the County's Operator will work to identify animals suitable for adoption and agrees to work towards the goal of maintaining a "no kill" shelter and to work to encourage adoption of these animals.

As a condition of adoption, all dogs and cats over four (4) months of age shall be spayed or neutered. Additionally, any other animals shall be spayed or neutered as required by any City, County, or State laws. The County agrees to provide said services through the Shelter.

- K. The County through its Operator will contract with boarding facilities for ungulate (hoofed) animals but the total expense, including transportation, will be that of the City. If necessary, the County will make provisions to veterinarian services if emergency treatment is needed. The County may attempt to sell or adopt all unclaimed animals before humane disposal.
- L. The City and the County shall participate in a Jackson County Animal Welfare Committee. The Committee shall be comprised of five members who shall serve for two-year terms. The County Executive shall appoint three members, and the Independence Mayor shall appoint two members. The Committee shall select its own chair from among its members.

The Committee shall be charged with the responsibility to, among other things: promote spay and neuter programs for household pets; support educational programs that promote the welfare and safety of animals; hear complaints regarding abuse or cruelty to animals when, in the committee's opinion, such complaints have not been satisfactorily addressed by any applicable enforcement or animal welfare agency; investigate charges of unethical treatment or animals.

The Committee shall meet as often as the Committee determines to be necessary, but no less often than twice per year. The Committee shall submit a written report of its activities to the Jackson County Executive and the Mayor of the City of Independence no later than January 31 of each year.

- M. City and County agree the facility shall remain named the Jackson County Regional Animal Shelter and that neither the City nor the County may unilaterally change the name or designation of the facility during the five (5) year term of the Agreement.
- N. In the event one party claims a breach of the Agreement, the parties may choose to present their case to the Animal Welfare Committee for arbitration and agree to accept its findings.

- O. The Operator may not intake and board animals in the Regional Animal Shelter from outside Independence or the unincorporated areas of Jackson County without prior consent from the City and County.

2. INSURANCE.

- A. The County shall provide comprehensive property insurance for the Regional Animal Shelter facility. The County may list the facility as an insured premise on County's umbrella property insurance policy for all County facilities or may provide property insurance for the facility via a stand-alone policy at any time during the term of this Agreement. The City shall be named as an additional insured.
- B. After occupancy, in the event of a casualty loss to the facility, County shall be responsible for any insurance deductible or self-insured retention that must be paid in connection with the loss.
- C. Additionally, the County shall provide comprehensive general liability insurance for the facility and employees providing services at the Shelter outlined herein, naming City as an additional insured or provide evidence of self-insurance on the facility satisfactory to the City. If the County chooses to self-insure the facility against liability claims, the County will defend and hold the City harmless from any claims regarding the operation of the facility.

3. HOLD HARMLESS.

- A. To the fullest extent permitted by laws and regulations, the County shall indemnify and hold harmless the City, and the board members, officers, directors, partners, employees, agents, consultants and sub-contractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss or damages attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom but only to the extent caused by any act or omission of the County, any sub-contractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.
- B. To the fullest extent permitted by laws and regulations, the City shall indemnify and hold harmless the County, and the board members, officers, directors, partners, employees, agents, consultants and sub-contractors of each and any of them from and against all claims, costs, losses and damages arising out of or relating to City's performance of the Agreement, provided that any such claim, cost, loss or damages attributable to bodily injury, sickness, disease or death, or to

injury to or destruction of tangible property, including the loss of use resulting therefrom but only to the extent caused by any act or omission of City or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.

4. NOTICES. Notices to either party in connection with this Agreement shall be made in writing, electronically and certified mail – signed return receipt to the following addresses, or such other address as the signatory shall designate:

| | | |
|---------|---|---|
| County: | <u>By Mail</u> County Executive Jackson County, Missouri 415 E. 12 th Street Kansas City, Missouri 64106 | <u>By Email</u> mhenosy@jacksongov.org dsees@jacksongov.org mtrosen@jacksongov.org |
|---------|---|---|

| | | |
|-------|--|---|
| City: | <u>By Mail</u> City Manager City of Independence 111 E. Maple Independence, Missouri 64050 | <u>By Email</u> zwalker@indepmo.org lpalmer@indepmo.org awarlen@indepmo.org dschwartz@indepmo.org mheide@indepmo.org cheinen@indepmo.org |
|-------|--|---|

5. CUMULATIVE REMEDIES: The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.
6. SURVIVAL OF OBLIGATIONS. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of City.
7. CONTROLLING LAW. This Contract is to be governed by the law of the State of Missouri.
8. VENUE. Venue of any lawsuit filed regarding the Project or arising out of this Contract will be in the Circuit Court of Jackson County, Missouri.

9. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Contract. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Contract.
10. FAX SIGNATURES. For purposes of this Contract, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Contract or any amendment or other document executed in compliance with this paragraph.
11. EFFECTIVE DATE. This Agreement shall become effective upon approval by the governing bodies of the City and the County.
12. TERMINATION. The City or County may terminate this Agreement for Cause upon giving 180 days' notice in writing electronically and certified mail – signed return receipt to the other party. "Cause" includes the violation of this Agreement by either party. "Cause" for City to act includes County's failure to timely make any payment on the bonds, abuse or mistreatment of animals by the County or County's Operator, failure to operate the Regional Animal Shelter within generally accepted State standards, or failure to properly maintain the facility. "Cause" for the County to act includes the City's failure to make timely payments on any invoices. If one party gives the other notice of intent to terminate for cause, the non-terminating party shall have 180 days to cure remedy the condition giving rise to the termination.
13. LAND. As agreed to in the Intergovernmental Agreement between County and City dated June 30, 2009, the City will continue to lease land to the County for \$1.00 (one Dollar). This \$1.00 (One Dollar) a year rental shall continue for the full five year period of this agreement and shall survive any early cancelation of the Agreement by the City.
14. ASSIGNMENT. Neither party may assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
15. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and County.
16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the

subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by County and City.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the _____ day of _____, 2017.

CITY OF INDEPENDENCE, MISSOURI

Zachary Walker, City Manager

ATTEST:

Sarah Carnes-Lemp, City Clerk

APPROVED AS TO FORM

Dayla Bishop-Schwartz, City Counselor
City of Independence, Missouri

JACKSON COUNTY, MISSOURI

Frank White Jr., County Executive

ATTEST:

Mary Jo Spino, Clerk of the Legislature

APPROVED AS TO FORM

W. Stephen Nixon, County Counselor

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19672

Sponsor(s): Dennis Waits

Date: December 11, 2017

| | | | | | | | | | | | |
|--|---|---|----|--|----|--|----|--|----|---|--------------------------|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing County Executive to an Intergovernmental Agreement with the City of Independence pertaining to the Regional Animal Shelter</u></p> | | | | | | | | | | |
| <p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</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 checked="" 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: | \$ | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | \$ | Amount budgeted for this item * (including transfers): | \$ | Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT TO ACCT |
| Amount authorized by this legislation this fiscal year: | \$ | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$ | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$ | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$ | | | | | | | | | | |
| Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT TO ACCT | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date): 4505 (2/11/2013)</p> <p>Prior resolutions and (date): 16925 (6/8/2009); 18045 (12/3/2013)</p> | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Mark Trosen, Deputy COO; Ext. 11377</p> | | | | | | | | | | |
| REQUEST SUMMARY | <p>Whereas, by Resolution 16925, dated June 8, 2009, the Legislature authorized the execution of an Intergovernmental Cooperative Agreement with the City of Independence for animal control field services and animal control sheltering services, and for the construction of the Regional Animal Shelter on land owned by the City.</p> <p>Whereas, by Resolution 18045, dated December 3, 2013, the Legislature did authorize the First Amendment to the Intergovernmental Cooperative Agreement with the City for the furnishing of animal sheltering services at the Regional Animal Shelter.</p> <p>Whereas by Ordinance 4505, dated February 11, 2013, the City has requested that the First Amendment approved the County be modified to specify that the City will retain ownership of the land, clarify County's responsibilities and require the establishment of an Animal Welfare Committee.</p> <p>The First Amendment to Intergovernmental Agreement specified a five year term, January 1, 2013 through December 31, 2017.</p> | | | | | | | | | | |

| | | |
|-------------|--|---------------|
| | This request will authorize the County Executive to execute new Intergovernmental Agreement with the City for a five year period, January 1, 2018 through December 31, 2022. | |
| CLEARANCE | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) | |
| ATTACHMENTS | | |
| REVIEW | Department Director: <i>MMST</i> | Date: 12/5/17 |
| | Finance (Budget Approval): <i>If applicable</i> | Date: |
| | Division Manager: <i>[Signature]</i> | Date: 12/5/17 |
| | County Counselor's Office: | Date: |

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.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute the Cooperative Agreement for Distribution of Surplus with the City of Kansas City, Missouri, and the Tax Increment Financing (TIF) Commission of Kansas City, Missouri, related to the distribution of funds in connection with the sale of certain property owned by the Commission.

RESOLUTION NO. 19673, December 11, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the City of Kansas City, Missouri, and the Tax Increment Financing Commission of Kansas City, Missouri, have requested the execution of a Cooperative Agreement for the Distribution of Surplus in connection with the sale of certain property owned by the Commission; and,

WHEREAS, under this Agreement with the City of Kansas City, and the TIF Commission of Kansas City, Missouri, the County would distribute surplus funds generated from the sale of the property within the redevelopment area to the affected taxing jurisdictions, including the County itself; and,

WHEREAS, the attached Cooperative Agreement for the Distribution of Surplus is a suitable mechanism by which to implement the mutual understanding of the parties; and

WHEREAS, the execution of this Agreement is in the best interest of the health, safety and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement with the City of Kansas City, Missouri, and the TIF Commission of Kansas City, Missouri; and,

BE IT FURTHER RESOLVED that all County officials be and hereby are authorized to execute any and all documents and take any other actions necessary to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19673 of December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

**COOPERATIVE AGREEMENT FOR
DISTRIBUTION OF SURPLUS**

This Cooperative Agreement For Distribution of Surplus (“**Agreement**”) is made and entered into this ___ day of November, 2017 by and among the Tax Increment Financing Commission of Kansas City, Missouri (the “**Commission**”), a commission created by the City Council of Kansas City, Missouri (hereinafter the “**Council**”) by Ordinance No. 545556 adopted on November 24, 1982, as amended by Committee Substitute for Ordinance No. 911076 adopted on August 29, 1991, by Ordinance No. 100089 adopted on January 28, 2010, by Ordinance No. 130986 adopted on December 19, 2013 and by Committee Substitute for Ordinance No. 140823 adopted on June 18, 2015, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, RSMo. et seq. (as amended) (the “**TIF Act**”), the City of Kansas City, Missouri, a constitutionally chartered municipal corporation (the “**City**”), and Jackson County, Missouri, a political subdivision of the State of Missouri (the “**County**”).

WHEREAS, on January 24, 1994, the Commission, by Resolution No. 94-02, recommended to the Council that it approve the 43rd & Main Tax Increment Financing Plan (the “**Original Plan**”); and

WHEREAS, on March 24, 1994, the Council, by Committee Substitute for Ordinance No. 940227, approved the Original Plan and designated the area described therein as a Redevelopment Area, pursuant to the authority granted the Council by the Act, which Original Plan the Council has subsequently amended from time to time (the Original Plan, together with all amendments thereto shall hereafter be referred to as the “**Plan**”); and

WHEREAS, on September 2, 2008, Distinct Properties HA, LLC (“**Distinct Properties**”), the designated developer for Redevelopment Projects 8A and 8B of the Plan, and the Commission entered into an Assignment of Contract to Purchase Real Estate (the “**Assignment Agreement**”) with respect to a Contract to Purchase Real Estate (the “**Contract**”) between Jenla Real Estate Management Services, L.L.C., a Kansas limited liability company (“**Jenla**”) and the Distinct Properties, for the real property located within the Redevelopment Area at 3821 Main Street, Kansas City, Missouri (the “**Property**”); and

WHEREAS, the Assignment Agreement, which has been amended three (3) times provides, in part, that Jenla, subject to the satisfaction of certain conditions, shall transfer and convey the Property to the Commission and the Commission, in consideration of such conveyance, shall pay Jenla \$1.4 million; and

WHEREAS, the Assignment Agreement further provides that District Properties shall have the right to acquire fee title to the Property from the Commission at a purchase price of \$1.4 million or enter into a Ground Lease to which lease payments over the term of the Plan would equal \$1.4 million, provided that (a) on or before December 31, 2008, the Commission approves a plan for finance and a construction schedule submitted by Distinct Properties to implement Projects 8A and 8B of the Plan (the Hawthorn Building and 3821 Parking Lot, respectively), and (b) on or before June 30, 2009, the Developer shall have obtained the financing set forth in the plan of finance approved by the Commission; and

WHEREAS, the Commission, pursuant to the Assignment Agreement, acquired the Property, but District was unable to satisfy the conditions set forth in the Assignment Agreement and the conditional option to enter into a Ground Lease or acquire the Property lapsed in 2009; and

WHEREAS, on October 29, 2009, the City Council, by Ordinance, elected to terminate the Plan upon the payment of certain Redevelopment Project Costs identified by the Plan, including costs described by the Eighth Amendment to Plan, including funding (a) the S.M.A.R.T. Housing Program in the amount of \$585,000.00, (b) administration costs (c) streetscape improvements in the amount of \$587,402.00; (d) sidewalk improvements in the in the amount of \$255,074.00, (e) the demolition of the former Naughty But Nice building and (f) the survey of Main Street in the amount of \$125,000.00; and

WHEREAS, upon the demolition of the Naughty But Nice Bok Store, as permitted by the Eighth Amendment to the Plan, the Commission entered into a Service Agreement with International Architects Atelier, Inc., to provide for the construction and paving of a surface parking lot on the Property (the “**3821 Main Parking Lot**”); and

WHEREAS, on December 29, 2009, the Commission entered into a Parking License Agreement with Loki Asset Group, LLC and Madrid Events, LLC (collectively, “**Madrid**”), which provides (a) that the Commission shall grant Madrid a non-exclusive parking license as to 31 of the 38 parking spaces located on the 3821 Main Parking Lot during the hours of operation of the Madrid Theater and (b) that Madrid shall pay the Commission \$500 for such license and Madrid, at its own cost and expense, shall maintain and secure the 3821 Main Parking Lot; and

WHEREAS, Exact Partners, LLC (“**Exact**”) is currently negotiating the acquisition of District Properties for the purpose of developing the Hawthorn Building, the Monarch Building adjacent thereto, along with the Property and expressed its desire to acquire the Property from the Commission; and

WHEREAS, Exact and the Commission entered into an Option Agreement, which provides, in part, that the Commission, subject to the satisfaction of certain conditions, shall grant Exact an option to acquire the Property in consideration for Exact’s payment of \$230,000 to the Commission, along with its implementation of certain public improvements approved by the City; and

WHEREAS, the \$230,000 cash consideration payment made by Exact to the Commission is deemed surplus, within the meaning of the TIF Act (“**Surplus Funds**”), and shall be distributed to the affected taxing districts in accordance with Section 99.820.1.(12); and

WHEREAS, the City desires to enter this Agreement, which shall provide for contribution of its portion of the Surplus Funds to each of the taxing districts affected by the Plan.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I REPRESENTATIONS

1.01 Commission Representations. The Commission represents and warrants to the City and the County as follows:

(a) Organization and Authority. The Commission (i) is a real property tax increment financing commission duly organized and existing under the Act; (ii) has lawful power and authority to enter into, execute and deliver this Agreement, and to carry out its obligations hereunder; and (iii) by all necessary action, has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) No Defaults or Violations. The execution and delivery of this Agreement by the Commission will not result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the Commission is a party or by which it is or any of its property is bound, or its bylaws, or any of the constitutional or statutory laws, rules or regulations applicable to the Commission or its property.

1.02 City Representations. The City represents and warrants to the Commission and the County as follows:

(a) Organization and Authority. The City (i) is a constitutionally chartered municipal corporation validly existing under the laws of the State of Missouri; (ii) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder; and (iii) by all necessary action has, been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) No Defaults or Violations. The execution and delivery of this Agreement by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any of the constitutional or statutory laws, rules or regulations applicable to the City or its property.

1.03 County Representations. The County represents and warrants to the Commission and the City as follows:

(a) Organization and Authority. The County (i) is a political subdivision duly organized and validly existing under the laws of the State of Missouri; (ii) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder; and (iii) by all necessary action has, been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) No Defaults or Violations. The execution and delivery of this Agreement by the County will not conflict with or result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the County is a party or by which it or any of its

property is bound, or any of the constitutional or statutory laws, rules or regulations applicable to County or its property.

1.04 Survival of Representations. All representations of the Commission, the City and the County contained in this Agreement shall survive the execution and delivery thereof.

**ARTICLE II
COVENANTS OF THE COMMISSION**

2.01 Transfer of the Existing Surplus Funds.

(a) Within thirty (30) days after Exact’s exercise of its option to acquire the Property, its \$230,000 payment to the Commission and the approval, execution and delivery of this Agreement by each of the Commission, the City and the County (together, the “**Surplus Conditions**”) the Surplus Funds in the amount of \$97,400.92 (the “**Non-City Surplus Amount**”), shall be distributed to certain affected taxing districts. Of the amount of the Non-City Surplus Amount, the following estimated amounts are to be distributed to the following affected taxing districts (the “**Non-City Affected Taxing Districts**”):

| <u>Taxing Jurisdiction</u> | <u>Amount</u> |
|---|----------------------|
| Jackson County Community Mental Health Fund | \$1,328.84 |
| Metropolitan Community Colleges of Greater Kansas City | \$2,587.97 |
| Jackson County Board of Services for the Developmentally Disabled | \$816.55 |
| Missouri Pension Fund for the Blind | \$331.93 |
| Jackson County, Missouri (PILOTS) | \$4,591.76 |
| Jackson County, Missouri (EATS) | \$11,500.00 |
| Kansas City Public Schools | \$54,878.45 |
| Kansas City Library District | \$5,465.83 |
| M&M Replacement Tax | \$15,899.59 |

(b) The aggregate amount of the Existing Surplus Funds estimated to be distributed to the City is approximately \$132,599.08 (the “**City’s Surplus Amount**”). The City, within thirty (30) days after the satisfaction of the Surplus Conditions, agrees to direct the Commission to transfer the portion of the City’s Surplus Amount to the County for distribution to the Non-City Affected Taxing Districts in the same proportion as the most recent distribution by the County’s Collector to such Non-City Affected Taxing Districts of real property taxes for real property located in the Redevelopment Area described by the Plan.

**ARTICLE III
COVENANTS OF THE COUNTY**

3.01 Distribution of Surplus Funds.

(a) Within thirty (30) days of the County's receipt of the Non- Surplus Amount, the County shall distribute \$97,400.92 to the Non-City Affected Taxing Districts in the same proportion as the most recent distribution by the County's Collector to such Non-City Affected Taxing Districts of real property taxes for real property located in the Redevelopment Area described by the Plan. Notwithstanding the estimates set forth in **Section 2.01(a)**, the County shall have the sole discretion to determine the amount and proper distribution from the County to the Non-City Affected Taxing Districts of the Non-City Surplus Amount or any portion thereof received by the County.

(b) Within thirty (30) days of the County's receipt of the City's Surplus Amount, the County shall distribute \$132,599.08 to the Non-City Affected Taxing Districts in the same proportion as the most recent distribution by the County's Collector to such Non-City Affected Taxing Districts of real property taxes for real property located in the Redevelopment Area described by the Plan. The County shall have the sole discretion to determine the amount and proper distribution from the County to the Non-City Affected Taxing Districts of the City's Surplus Amount or any portion thereof received by the County.

**ARTICLE IV
MISCELLANEOUS**

4.01 Survival. The representations, warranties and covenants herein shall survive the transfer of any funds described herein and shall remain in full force and effect after the transactions contemplated by this Agreement have been consummated.

4.02 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been given when (a) delivered personally to the party designated to receive such notice, (b) on the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid, (c) on the next business day after such notice is delivered to a regularly scheduled overnight delivery service with delivery fees prepaid or an arrangement, satisfactory with such carrier, made for payment of such fees, or (d) by facsimile transmission on the date of transmission if a business day or the next business day if not transmitted on a business day or prior to noon on a business day, in each case, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other parties:

| | |
|-------|---|
| City: | City Attorney City of Kansas City, Missouri 23 rd Floor, City Hall 414 E. 12th Street Kansas City, Missouri 64106 816-513-3142 Fax: 816-513-3133 |
|-------|---|

Commission: Heather Brown
Executive Director
Tax Increment Financing Commission
1100 Walnut, Suite 1700
Kansas City, Missouri 64106
816-691-2109
Fax: 816-221-0189

With a copy to: Wesley O. Fields, Esq.
Bryan Cave LLP
3800 One Kansas City Place
1200 Main Street
Kansas City, Missouri 64105
816-391-7667
Fax: 816-855-3667

County County Executive
Jackson County Courthouse, 2nd Floor
415 E. 12th Street
Kansas City, MO 64106

4.03 No Partnership or Joint Venture. Nothing contained in this Agreement will be deemed to create a partnership or joint venture between all or any of the parties hereto, or to cause any party to be liable or responsible in any way for the actions, liabilities, debts or obligations of any other party.

4.04 Severability. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such provision as is possible which will be legal, valid and enforceable.

4.05 Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which shall constitute a single document.

4.06 Governing Law and Venue. This Agreement will be interpreted and construed under the laws of the State of Missouri. Venue shall be in a state or federal court having jurisdiction over Jackson County, Missouri.

4.07 Cooperation; Further Documents. All parties agree to execute and deliver, or to cause to be executed and delivered, such documents and to do, or cause to be done, such other acts and things as might reasonably be requested to assure that the benefits of this Agreement are realized by the parties.

4.08 Entire Agreement; Written Modifications Only. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof, and there are no other covenants, promises, agreements or understandings regarding the same. This

Agreement, including the provisions of this Section, may not be modified except by written amendment to this Agreement signed by the parties affected by the same, and the parties hereto hereby (a) expressly agree that it shall not be reasonable for any of them to rely on any alleged, non-written amendment to this Agreement; (b) irrevocably waive any and all right to enforce any alleged, non-written amendment to this Agreement; and (c) expressly agree that it shall be beyond the scope of authority (apparent or otherwise) for any of their respective agents to agree to any non-written modification of this Agreement.

4.09 Construction of Agreement. The following rules of construction are applicable for the purposes of this Agreement and all documents and instruments supplemental hereto unless the context clearly requires otherwise:

(a) All references herein to numbered sections or to lettered exhibits are references to the sections hereof and the exhibits annexed hereto.

(b) The terms “include,” “including,” and similar terms shall be construed as if followed by the phrase “without being limited to.”

(c) Words of masculine, feminine or neutral gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural, and vice versa.

(d) No inference in favor of or against any party hereto shall be drawn from the fact that such party has drafted any portion of this Agreement.

4.10 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

4.11 Headings. The headings of sections contained in this Agreement are for convenience only and shall not be deemed to control or effect a meaning or construction of any provision of this Agreement.

4.12 Representation by Counsel. The parties acknowledge that each one has read this Agreement carefully, that each party has consulted with its attorney(s) prior to the execution of this Agreement about its contents, and that each party further states that it understands the entire contents of this Agreement. Each party shall be responsible for its respective attorneys’ fees.

4.13 Enforcement. The parties specifically agree that this Agreement may be enforced in court and used as evidence in any matter in which the terms hereof are deemed relevant by a court of competent jurisdiction.

[Remainder of page left intentionally blank. Signatures follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

TAX INCREMENT FINANCING
COMMISSION OF KANSAS CITY,
MISSOURI

ATTEST:

By: _____
Heather A. Brown, Secretary

By: _____
Cynthia M. Circo, Chair

Approved as to form:

By: _____
Wesley O. Fields, Counsel to the Commission

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Cynthia M. Circo, the Chair of the Tax Increment Financing Commission of Kansas City, Missouri, a commission duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said commission, and such person duly acknowledged the execution of the same to be the act and deed of said commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Signature of Notary Public

My Commission Expires:

CITY OF KANSAS CITY, MISSOURI

By: _____
Troy Schulte, City Manager

ATTEST:

Name: _____
Title: City Clerk

Approved as to form and legality:

By: _____
Brian T. Rabineau, Assistant City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me, a Notary Public in and for the state and county aforesaid, appeared Troy Schulte, to me personally known, and who being by me duly sworn, did say that he is the City Manager of the City of Kansas City, Missouri, and, as such official, executed the within instrument on behalf of the City of Kansas City, Missouri, and such person duly acknowledged the execution of the same to be the act and deed of the City of Kansas City, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

Signature of Notary Public

My Commission Expires:

JACKSON COUNTY, MISSOURI

ATTEST: By: Frank White Jr., Jackson County Executive

Mary Jo Spino, Clerk of the Legislature

Approved as to form:

By: W. Stephen Nixon

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me, a Notary Public in and for the state and county aforesaid, appeared Frank White, Jr., to me personally known, and who being by me duly sworn, did say that he is the Executive of Jackson County, Missouri, and, as such official, executed the within instrument on behalf of Jackson County, Missouri, and such person duly acknowledged the execution of the same to be the act and deed of Jackson County, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

Signature of Notary Public

My Commission Expires:

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19673

Sponsor(s): Dennis Waits

Date: December 11, 2017

| | | | | | | | | | | | | | | | | | | | |
|---|--|---|--|----|--|--|----|--|--|----|--|--|----|---|-----------|--|--|---------|--|
| <p>SUBJECT</p> | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>A Resolution authorizing the County Executive to execute the 3821 Main Street Cooperative Agreement with the City of Kansas City, Missouri and the Tax Increment Financing Commission of Kansas City, Missouri, related to the disbursement of the sale of the property to the taxing jurisdictions within the County.</p> <p>Project/Title: _____</p> | | | | | | | | | | | | | | | | | | |
| <p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p> | <table border="1" data-bbox="313 638 1195 953"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT</td> <td></td> </tr> <tr> <td></td> <td>TO ACCT</td> <td></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: | | \$ | Amount previously authorized this fiscal year: | | \$ | Total amount authorized after this legislative action: | | \$ | Amount budgeted for this item * (including transfers): | | \$ | Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT | | | TO ACCT | |
| Amount authorized by this legislation this fiscal year: | | \$ | | | | | | | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | \$ | | | | | | | | | | | | | | | | | |
| Total amount authorized after this legislative action: | | \$ | | | | | | | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | | \$ | | | | | | | | | | | | | | | | | |
| Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT | | | | | | | | | | | | | | | | | | |
| | TO ACCT | | | | | | | | | | | | | | | | | | |
| <p>PRIOR LEGISLATION</p> | <p>Prior ordinances and (date): _____</p> <p>Prior resolutions and (date): _____</p> | | | | | | | | | | | | | | | | | | |
| <p>CONTACT INFORMATION</p> | <p>RLA drafted by (name, title, & phone): Jim Malle, Development Incentive Administrator, 816-881-3247</p> | | | | | | | | | | | | | | | | | | |
| <p>REQUEST SUMMARY</p> | <p>The Tax Increment Financing Commission of Kansas City approved the sale of 3821 Main Street to a private developer for redevelopment. The TIF Commission has determined that this surplus shall be distributed to the non-city taxing jurisdictions affected by the Cooperative Agreement. The TIF Commission recommends the execution of the attached Cooperative Agreement with the City of Kansas City, Missouri and the County related to the disbursement of these funds to the taxing jurisdictions within the County.</p> | | | | | | | | | | | | | | | | | | |
| <p>CLEARANCE</p> | | | | | | | | | | | | | | | | | | | |

| | | |
|-------------|--|----------------------|
| | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) | |
| ATTACHMENTS | | |
| REVIEW | Department Director: <i>[Signature]</i> | Date: <i>12.5.17</i> |
| | Finance (Budget Approval): <i>If applicable</i> <i>N/A</i> | Date: |
| | Division Manager: <i>[Signature]</i> | Date: <i>12/7/17</i> |
| | County Counselor's Office: | Date: |

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.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the remodeling of the Detention Center locker rooms for use by the Department of Corrections to Hartline Construction of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 69-17, at a cost to the County not to exceed \$265,340.00.

RESOLUTION NO. 19674, December 11, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections has a need to repair and remodel the men's and women's locker rooms located within the Detention Center; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 69-17 for the furnishing of this work; and,

WHEREAS, a total of seventy-seven notifications were distributed and two responses were received and evaluated from the following:

| <u>BIDDER</u> | <u>COST</u> |
|---|--------------|
| Hartline Construction Kansas City (Jackson County), MO | \$265,340.00 |
| NW Rogers Construction Blue Springs, MO | \$334,400.00 |

and,

WHEREAS, the Director of Finance and Purchasing recommends that the contract be awarded to Hartline Construction of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 69-17, as the lowest and best bidder, as set forth in the attached

recapitulation and analysis; and,

WHEREAS, award of a contract for this project is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19674 of December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient to meet this obligation are subject to appropriation by Ordinance 5065, dated December 11, 2017.

12/6/2017

Date



Director of Finance and Purchasing



**JACKSON COUNTY DEPT. OF CORRECTIONS
1300 CHERRY
KANSAS CITY, MISSOURI 64106**

TO: Barbara Casamento, Purchasing Supervisor
FROM: Craig Mosher, Corrections Facility Administrator
Sharon Clay, Project Manager
Lee Martin, Painter
DATE: October 30, 2017
RE: Detention Center Locker Room Renovation

Two firms submitted proposals for the Detention Center Locker Room Renovation Project. Both have the experience and qualifications to perform the work requested. There were no alternative products submitted by either vendor.

After evaluating the recap of bids for the Detention Center Locker Room Renovation Project the deciding factor came down to price. Hartline Construction's pricing was the least expensive; a 20% discount of the other vendor's proposal. The recommendation for award is Hartline Construction. We are confident that they will perform quality work. A project manager will be overseeing the renovation ensuring the project is completed to specifications.

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19674

Sponsor(s): Alfred Jordan

Date: December 11, 2017

| | | | | | | | | | | | |
|---|---|---|--------------|--|--------------|--|--|--|--|---|--|
| <p>SUBJECT</p> | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Contract for the Remodeling of the Men's and Women's Locker Rooms at the Jackson County Detention Center to Hartline Construction of Kansas City, Missouri under the terms and conditions of Invitation to Bid No. 69-17 in the amount of \$265,340.</u></p> | | | | | | | | | | |
| <p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></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)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use:</p> <p>Subject to appropriation of funds on companion Ordinance No.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | | Amount budgeted for this item * (including transfers): | | Source of funding (name of fund) and account code number: | |
| Amount authorized by this legislation this fiscal year: | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | |
| Total amount authorized after this legislative action: | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | | | | | | | | | | | |
| Source of funding (name of fund) and account code number: | | | | | | | | | | | |
| <p>PRIOR LEGISLATION</p> | <p>Prior ordinances and (date): Prior resolutions and (date):</p> | | | | | | | | | | |
| <p>CONTACT INFORMATION</p> | <p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p> | | | | | | | | | | |
| <p>REQUEST SUMMARY</p> | <p>The Jackson County, Missouri Department of Corrections requires the Remodeling of the Men's and Women's Locker Rooms of the Detention Facility. In response to those requirements, the Purchasing Department issued Invitation to Bid No. 69-17.</p> <p>A total of seventy-seven notifications were distributed and two responses were received and evaluated as follows:</p> <table> <tr> <td>Hartline Construction, Kansas City, Missouri</td> <td>\$265,340.00</td> </tr> <tr> <td>NW Rogers Construction, Blue Springs, Missouri</td> <td>\$334,400.00</td> </tr> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the Department of Corrections recommends the award of a Contract for the Remodeling of the Men's and Women's Locker Rooms at the Jackson County Detention Center to Hartline Construction of Kansas City, Missouri under the terms and conditions of Invitation to Bid No. 69-17 as the lowest and best bidder.</p> | Hartline Construction, Kansas City, Missouri | \$265,340.00 | NW Rogers Construction, Blue Springs, Missouri | \$334,400.00 | | | | | | |
| Hartline Construction, Kansas City, Missouri | \$265,340.00 | | | | | | | | | | |
| NW Rogers Construction, Blue Springs, Missouri | \$334,400.00 | | | | | | | | | | |
| <p>CLEARANCE</p> | <p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p> | | | | | | | | | | |
| <p>COMPLIANCE</p> | <p><input checked="" type="checkbox"/> MBE Goals 5% <input checked="" type="checkbox"/> WBE Goals 5% <input checked="" type="checkbox"/> VBE Goals 5%</p> | | | | | | | | | | |

| | | |
|-------------|--|---------------------------|
| ATTACHMENTS | The Abstract of Bids, a Recommendation Memorandum from the Department of Corrections and the pertinent pages of Hartline Construction's bid. | |
| REVIEW | Department Director: <i>Dennis J. Turner, Acting Director</i> | Date: <i>12/6/2017</i> |
| | Finance (Budget Approval): <i>If applicable</i> | Date: <i>12/6/2017</i> |
| | Division Manager: <i>[Signature]</i> | Date: <i>12/7/17</i> |
| | County Counselor's Office: | Date: |

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.

ABSTRACT OF BIDS

| 69-17 | Date: 10/17/17 COMMODITY: Remodeling of Locker Room | DESCRIPTION | UNIT | QTY | Hartvine Construction AMOUNT | N.W. Rogers Construction AMOUNT | AMOUNT | AMOUNT |
|-------|--|-------------|------|-----|------------------------------------|---------------------------------------|--------|--------|
| 1.0 | Grand Total, Items 1-26 | | | | 265,340.00 | 334,400.00 | | |

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: October 17, 2017, BY

 CLERK OF THE LEGISLATURE
Katie Bartle
 PURCHASING

Contract personnel are subject to an inspection and an inventory of tools, tool containers, and related equipment prior to entering, while on, or upon exit of the facility. It is the policy of the Department of Corrections that all tools shall be secured in closed containers (tool carts, tool bags, tool box, etc.) while traversing secure areas of the facility or in any areas or corridors where inmates may be present. While work is being conducted inside of the facility, Corrections Officers will ensure that inmates are kept clear of the work site as long as tools are unsecured for use. Contract personnel shall confine their work, tools, and materials to the authorized areas.

TS-30 WORK IN SECURED AREAS

Jackson County Detention Center is a controlled access building. Some of the work will be in secured areas where inmates are housed. The Owner's staff will try to accommodate by scheduling times when the Contractor may perform their work in these areas. The non-secured areas shall be available during normal business hours Monday through Friday 7:00 AM to 5:00 PM.

5.0 QUOTATION SHEET

| No | Description | Units | No of Units | Unit Price | Total Price |
|----|--|-------|-------------|-------------|-------------|
| 01 | Force Account | FA | 1 | \$ 22,000 | \$ 22,000 |
| 02 | Toilets Removal and Installation | EA | 4 | \$ 1,250.00 | \$ 5,000 |
| 03 | Urinal Removal and New Installation of Urinals | EA | 2 | \$ 1,250.00 | \$ 2,500 |
| 04 | Owner Supplied Sink and Faucet Installation | EA | 3 | \$ 500 | \$ 1,500 |
| 05 | Shower Head and Faucet Installation | EA | 6 | \$ 780 | \$ 4,680 |
| 06 | Owner Supplied Dispensers Installation | L.S. | 1 | \$ 1,400 | \$ 1,400 |
| 07 | Floor Drains | EA | 3 | \$ 10,665 | \$ 31,995 |
| 08 | Hygiene Area Floor, Wall and Ceiling Covering | L.S. | 1 | \$ 46,000 | \$ 46,000 |
| 09 | Light Fixture Removal and Replacement | L.S. | 1 | \$ 6,670 | \$ 6,670 |
| 10 | New Light Fixtures 2 x 4 | EA | 4 | \$ 786 | \$ 3,144 |
| 11 | New Light Fixtures 1 x 4 | EA | 1 | \$ 722 | \$ 722 |
| 12 | New Light Fixtures Recessed | EA | 2 | \$ 995 | \$ 1,990 |
| 13 | Drop Ceiling Remodel | L.S. | 1 | \$ 6,970 | \$ 6,970 |
| 14 | Removal and Replacement of Plaster Ceiling | L.S. | 1 | \$ 2,000 | \$ 2,000 |
| 15 | Old Armory Wall Removed | L.S. | 1 | \$ 4,300 | \$ 4,300 |
| 16 | Salvage Old Armory Door and Wall Closure | L.S. | 1 | \$ 900 | \$ 900 |
| 17 | New Wall Construction | L.S. | 1 | \$ 18,790 | \$ 18,790 |
| 18 | Door Removal and Replacement | EA | 3 | \$ 1,800 | \$ 5,400 |
| 19 | Paint | L.S. | 1 | \$ 8,900 | \$ 8,900 |

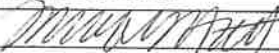
| | | | | | |
|----|--|------|---|-----------|-----------|
| 20 | Locker Room Flooring Removal and Resurfacing | L.S. | 1 | \$ 39,354 | \$ 39,354 |
| 21 | Removal of Shower Stalls | EA | 2 | \$ 405 | \$ 900 |
| 22 | Locker Removal and New Installation | L.S. | 1 | \$ 37,900 | \$ 37,900 |
| 23 | Removal and Replacement of Locker Room Benches | L.S. | 1 | \$ 4,500 | \$ 4,500 |
| 24 | Mirror Installation | EA | 7 | \$ 450 | \$ 3,150 |
| 25 | Armory Door and Frame Removal and Reinstallation | EA | 1 | \$ 1,800 | \$ 1,800 |
| 26 | Men's Shower and Urinal Partitions | L.S. | 1 | \$ 2,875 | \$ 2,875 |

| | |
|-------|---------------|
| Total | \$ 265,340.00 |
|-------|---------------|

Written Bid Amount: Two Hundred Sixty-Five Thousand Three Hundred Forty Dollars 00/100

Notes: The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.

Bidder completion time after receipt of Notice of Award: 150

| | |
|---|---|
| Name of Bidder: Hartline Construction, LLC | Phone No.: 816-921-6002 |
| Address of Bidder: 5008 Prospect Ave, Suite 109 | Fax No.: 816-921-6002 |
| State, City and Zip Code: Kansas City, MO 64130 | |
| Name of Person Authorized to Sign: Jennifer G. Hart | Email address: jhart@hartlinecon.com |
| Title: Owner/President | |
| Signature:  | |

6.0 REQUIRED SUBMITTALS

- 6.1 Bid Response shall be an **original plus three copies.**
- 6.1.1 Bids and copies shall be in an opaque envelope or box with this Invitation to Bid Name and Number and the Bidder's Name and Address on the front.
 - 6.1.2 Invitation to Bid Response Deadline and Delivery Instructions are on Page 1 of this Invitation to Bid.
 - 6.1.3 Include all information in the Bid Package that is detailed in Page 1 of this Invitation to Bid including the Contractor's Utilization Plan on Pages 35 through 39 and Bid Security.
 - 6.1.4 Expenses and cost incurred in the preparation of bids in response to this Invitation to Bid are the sole responsibility of the bidder and shall not be reimbursed by Jackson County, Missouri.
 - 6.1.5 All bids received in response to this Invitation to Bid become the property of Jackson County, Missouri and will not be returned.
- 6.2 The following additional information must be submitted with your response to this Invitation to Bid:
- 6.2.1 Background of Bidder, including detailed experience in the field of Remodeling Services.
 - 6.2.2 Information on Bidder's personnel that will be performing under any resulting Contract.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a sixty-month contract for the furnishing of management and operation of the Jackson County Regional Animal Shelter to Great Plains SPCA of Merriam, KS, under the terms and conditions of Request for Proposals No. 54-17.

RESOLUTION NO. 19675, December 11, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the Director of Finance and Purchasing solicited formal written proposals on Request for Proposals No. 54-17 for the management and operation of the Jackson County Regional Animal Shelter; and,

WHEREAS, a total of four notifications were distributed and one response was received and evaluated, from Great Plains SPCA of Merriam, KS; and,

WHEREAS, an evaluation committee reviewed the proposals and recommends award of a contract for the management and operation of the Regional Animal Shelter as a "no kill" facility to Great Plains SPCA, pursuant to the terms and conditions of RFP No. 54-17, as the lowest and best bidder; and,

WHEREAS, under this proposal, Great Plains will provide animal control field services and sheltering of animals from unincorporated Jackson County at no cost to the County; and,

WHEREAS, by Resolution 19672, dated December 11, 2017, now under consideration before the Legislature, the City of Independence will enter into an Intergovernmental

before the Legislature, the City of Independence will enter into an Intergovernmental Agreement under which the County will provide animal shelter services for the City, for funds payable to the County, to be passed through to Great Plains SPCA to cover the cost of these services; and,

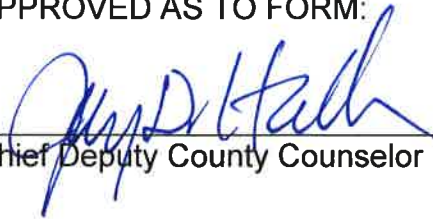
WHEREAS, execution of an agreement with Great Plains SPCA is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County a contract with Great Plains SPCA, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract and extensions thereto.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19675 of December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient to meet this obligation are subject to appropriation in the 2018 Jackson County annual budget.

12/7/2017

Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19675

Sponsor(s): Dennis Waits

Date: December 11, 2017

| | | | | | | | | | | | |
|--|--|---|--|--|--|--|--|--|--|---|--|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p style="text-align: center;"><i>S. v. J. Waits</i></p> <p>Project/Title: <u>Awarding a Thirty-Six Month Contract, with Three Twelve Month Options to Extend, for the Management and Operation of the County's Regional Animal Shelter to Great Plains SPCA of Merriam, Kansas under the terms and conditions of Request for Proposal No. 54-17</u></p> | | | | | | | | | | |
| BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i> | <table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></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 checked="" 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>Subject to the appropriation of the 2018 Budget</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | | Amount budgeted for this item * (including transfers): | | Source of funding (name of fund) and account code number: | |
| Amount authorized by this legislation this fiscal year: | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | |
| Total amount authorized after this legislative action: | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | | | | | | | | | | | |
| Source of funding (name of fund) and account code number: | | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date): 4312 5/23/2011 Prior resolutions and (date): 18044 12/3/2012 19672 12/11/2017</p> | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p> | | | | | | | | | | |
| REQUEST SUMMARY | <p>Jackson County, Missouri requires a Contract for the Management and Operation of the County's Regional Animal Shelter. The Purchasing Department issued Request for Proposal No. 54-17 to meet those requirements.</p> <p>Four notifications were distributed and one response was received and evaluated as follows:</p> <p>Great Plains SPCA of Merriam, Kansas</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the County Executive's Office and The Purchasing Department recommend the Award of a Contract for the Management and Operation of the County's Regional Animal Shelter to Great Plains SPCA of Merriam, Kansas under the terms and conditions of Request for Proposal No. 54-17 as the best proposal received.</p> <p>The cost of Management and Operations will be at no cost to Jackson County, Missouri. A companion Resolution No. 19672, now under consideration by the Legislature for an intergovernmental agreement with the City of Independence, Missouri under which the County will provide animal shelter services for the City, for funds payable to the County, to be passed through to Great Plains SPCA.</p> | | | | | | | | | | |
| CLEARANCE | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p> | | | | | | | | | | |

| | | |
|-------------|--|----------------|
| COMPLIANCE | <input type="checkbox"/> MBE Goals – No Goals Assigned <input type="checkbox"/> WBE Goals – No Goals Assigned <input type="checkbox"/> VBE Goals – No Goals Assigned | |
| ATTACHMENTS | The Abstract of Bids, a Recommendation Memorandum from Mr. Mark Trosen, Deputy Chief Operating Officer and the pertinent pages of Great Plains SPCA proposal. | |
| REVIEW | Department Director: <i>Mark Trosen</i> | Date: 12/6/17 |
| | Finance (Budget Approval): <i>If applicable</i> <i>N/A</i> | Date: |
| | Division Manager: <i>GBA</i> | Date: 12/17/17 |
| | County Counselor's Office: | Date: |

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.

| Request for Proposal No. 54-17 Animal Shelter Management Opens: 2:00 PM, CDT on 9/12/17 | | | | | | | | | | | | | | | | | | |
|---|--------------|------|-----|--------|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| NO | DESCRIPTION | UNIT | QTY | AMOUNT | Great Plains SPCA | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT |
| 1 | Bid Received | | | | <i>see bid</i> | | | | | | | | | | | | | |

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: September 12, 2017 BY
Mary Spino
 CLERK OF THE LEGISLATURE
[Signature]
 PURCHASING

Memorandum

To: Barbara Casamento, Purchasing Supervisor
From: Mark Trosen, Deputy Chief Operating Officer
Date: December 4, 2017
Re: RFP 54-17 Evaluation

The Request for Proposals 54-17 for the Management and Operation of the Regional Animal Shelter was issued on August 14, 2017. Proposals were due on September 12, 2017.

There was only one response received; Great Plains Society for the Prevention of Cruelty to Animals (d.b.a. Great Plains SPCA).

The Great Plains SPCA proposal was reviewed by an Evaluation Committee comprised of representatives from the County's Administration and Public Works Department and City of Independence Manager's Office and Health Department.

The Committee met with Great Plains SPCA representatives on several occasions to negotiate Exhibit F-1 (Great Plains SPCA Exceptions to Scope of Services) and Exhibit G (Fee Schedule).

Great Plains SPCA has submitted revisions to both exhibits that are attached to this memo. The Committee accepts the revised exhibits and ask that the revised exhibits be included in Great Plains SPCA proposal and the original exhibits F-1 and G be removed.

Great Plains SPCA has managed and operated the facility since it has been built.

Based on the qualifications, staff experience, management approach and the reasonableness of the fee proposal, we recommend that Great Plains SPCA continue to manage and operate the Regional Animal Shelter for the next five years, 2018 through 2022.

REVISED 12.05.17

EXHIBIT F – 1

**RESPONDENT'S EXCEPTIONS TO SCOPE OF SERVICES OF
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 54-17
AS OF 12.05.17**

Great Plains SPCA urges the City of Independence to change the BSL law or to have a proposal agreed to by the City Council to relax this law to help bridge the increased expense we incur by forcing us to adhere to the Pit Bull ban.

Average length of stay for any breed of dog except Pitbulls is 21 days
Average # Pitbulls 2015/2016 = 198 Average Length of Stay 2 2015/16 = 42days
At a cost of \$33 per day, **this ban is costing GPSPCA \$137,214** (21 extra days x
198 pitbull average x \$33 per day) This is direct cost for care only. This does not
include loss of adoption revenue, because we cannot adopt this breed out.

Great Plains SPCA has a capacity limit of 130 dogs and 100 cats held in the facility at any one time. If the shelter is at or over capacity of dogs or cats, Great Plains SPCA will be permitted under the contract to turn away or wait list owner surrenders or strays of the particular type of animal received from the general public until space is available. If the source of the animal is ACO, Great Plains SPCA will accept up to 140 dogs and 150 cats without exercising its right to wait list or turn away animals.

Great Plains SPCA relies upon an annual \$230,000 grant from Jackson County to meet the costs of operating the shelter in accordance with the terms of the agreement. If the grant is not approved by Jackson County or if a quarterly grant payment is not made, Great Plains SPCA will have the option to terminate the agreement on one hundred eighty days' notice to Jackson County and the City of Independence.

Great Plains SPCA would like to re-define the Jackson County Outside Agency grant of \$150,000 from a Transport grant to a Spay/Neuter grant to support our initiative in reducing the already over-populated City of Independence.

If in any contract year, Great Plains SPCA is unable to raise \$150,000 of funds dedicated to a Spay/Neuter initiative in Jackson County/Independence, Great Plains SPCA will have the option to terminate the agreement on ninety days' notice to Jackson County and the City of Independence. The sources of funds for this initiative can be a grant from any or a combination of sources including Jackson County (over and above the funding grant referenced above), a third-party funding organization, or a private donor, but must be specifically designated for the Spay/Neuter initiative in Jackson County/Independence. The termination right will arise at each anniversary of the execution date if the fund-raising goal for the contract year has not been met as of such date in spite of good faith efforts of Great Plains SPCA. Upon receipt of notice of termination due to a fund-raising shortfall, the City of Independence will be given an opportunity to cure the fund-raising shortfall by making a grant in the amount of the shortfall prior to the end of the ninety-day notice period. If the shortfall is cured, the termination notice will be null and void and the contract will continue in accordance with its terms

Reference**Para # & Page #****Exception Requested**

- 4.16.5 18/31** Name of Shelter – The investment made by Jackson County residents into the new shelter is understood. Great Plains SPCA is amicable to reserving that recognition, but our organization must also be allowed to have visual presence on the exterior of the facility. Given our investment in TV, radio and print advertising to promote all of our facilities and draw in adopters, volunteers and donors, the public will need to make the connection that the Jackson County facility is in fact “Great Plains SPCA.” We are making a sizeable investment in marketing.
- 4.2.4 Page 12/31** GPSPCA would like a “suggested donation” amount be displayed on County and City websites and communicated effectively to citizens to create a unified message of support.
- 4.2.5 Page 12/31** Unaccompanied access will not state “at all times”, but will be limited to “normal business hours. The City understands that after hours drop-offs will be limited to the designated area.
- 4.2.6 Page 12/31** Respondent will contract with boarding facilities for hooved animals but the total expense will be that of the City. (With a contracted increase of 2% cost of living, GPSPCA does not have funding to offer \$300 per impounded animal).
- 4.3.7 Page 12/31** Respondent will notify the county of any major staffing changes such as CEO, COO, CFO and Shelter Director
- 4.4.3 Page 13/31** The shelter is currently over-populated due to lack of education and resources for area residents. Respondent will work with the City and County toward educating residents.
- 4.4.6.2 Page 13/31** Veterinarians will not test for Heartworm in cats
- 4.4.6.7.1 Page 13/31** On RTO, if owner has current proof of rabies vaccination, no shots will be given. If a vet is not on premises, we will adhere to the guidelines of five days and owner will need to show proof to the Department of Animal Services, City of Independence. For any cases involving animals that have been impounded for dangerous dog charges and/or rabies exposure quarantines, the owner must show proof of rabies vaccination or the vaccination must be administered prior to the animal’s release.
- 4.17.3 Page 18/31** Respondent would like this paragraph to read as:
“The successful Respondent may charge a surrender fee for owner-surrenders”
- 4.17.8 Page 18/31** GPSPCA and Jackson County both agree to the fee schedule listed in Exhibit G-1.

Revised 10.19.17
EXHIBIT - G
FEE SCHEDULE

PROPOSED JACKSON COUNTY COMPROMISE OFFER 10.09.17

| Year | Contract | Inflation % | Contract Plus Inflation | Inflation | |
|------|------------|-------------|-------------------------|-----------|-----------------------------|
| 2016 | \$ 515,000 | 2.0 | \$ 525,300.00 | \$ 10,300 | 2015 TO 2016 NO |
| 2017 | \$ 525,300 | 2.0 | \$ 535,806.00 | \$ 10,506 | INFLATION ADJUSTMENT |
| 2018 | 535806 | 2.0 | \$ 546,522 | \$ 10,716 | |
| 2019 | 546522 | 2.0 | \$ 557,452 | \$ 10,930 | |
| 2020 | 557452 | 2.0 | \$ 568,601 | \$ 11,149 | |
| 2021 | 568601 | 2.0 | \$ 579,973 | \$ 11,372 | |
| 2022 | 579973 | 2.0 | \$ 591,572 | \$ 11,599 | |

Billing/Payment Schedule for 2018

| | |
|--------------|------------------|
| 1st Q | \$128,750 |
| 2nd Q | \$128,750 |
| 3rd Q | \$144,511 |
| 4th Q | \$144,511 |
| Total | \$546,522 |

For years 2019 through 2022, the annual billing/payment amount will be divided equally between the 4 quarters.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund, which are engaged in anti-violent crime activities and purposes, at an aggregate cost to the County not to exceed \$200,000.00.

RESOLUTION NO. 19676, December 11, 2017

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the voters of Jackson County, Missouri, renewed the sales tax to provide funding for the fight against illegal drugs in our community; and,

WHEREAS, the proceeds and interest generated from this tax are deposited in a special Jackson County Anti-Drug Sales Tax Trust Fund that is segregated and not commingled with the general fund or any other special funds of the County; and,

WHEREAS, in 2009, voters authorized the addition of an anti-violent crime component to the COMBAT campaign; and,

WHEREAS, by Request of Proposals No. 65-17, the Director of Finance and Purchasing has solicited proposals for the COMBAT Anti-Violence Special Initiative; and,

WHEREAS, the Jackson County Drug Commission has recommended that the County Executive be authorized to execute agreements with the following outside agencies engaged in anti-violent crime activities for services from January 1, 2018, to December 31,

2018:

| <u>AGENCY</u> | <u>AMOUNT</u> |
|-------------------------------|---------------|
| Ad Hoc Group Against Crime | \$149,231.00 |
| Westside Housing Organization | \$50,769.00 |

and,

WHEREAS, the execution of agreements with these agencies in the amounts indicated is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute agreements with these agencies in the respective amounts indicated, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the agreements.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19676 of December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

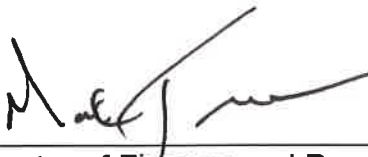
Mary Jo Spino, Clerk of Legislature

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.

ACCOUNT NUMBER: 008 5108 56080
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Non-Departmental
Other Professional Services
NOT TO EXCEED: \$200,000.00

12/7/2017

Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

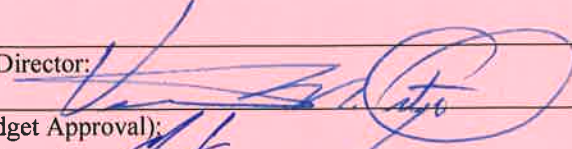

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19676

Sponsor(s): Dan Tarwater III

Date: December 11, 2017

| | | | | | | | | | | | |
|---|---|---|--------------|--|--|--|--------------|----------------------------------|--------------|---|--------------|
| <p>SUBJECT</p> | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p><u>Project/Title: A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund, which are engaged in anti-violence activities and purposes, at an aggregate cost to the county not to exceed \$200,000.00.</u></p> | | | | | | | | | | |
| <p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$200,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$200,000.00</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$200,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 008-5108-56080 Anti-Drug, Non-Departmental, Other Professional Services</td> <td>\$200,000.00</td> </tr> </table> <ul style="list-style-type: none"> If account includes additional funds for other expenses, total budgeted in the account is: \$ <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$290,000.00 Prior Year Actual Amount Spent (if applicable): \$290,000.00</p> | Amount authorized by this legislation this fiscal year: | \$200,000.00 | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | \$200,000.00 | Amount budgeted for this item *: | \$200,000.00 | Source of funding (name of fund) and account code number: 008-5108-56080 Anti-Drug, Non-Departmental, Other Professional Services | \$200,000.00 |
| Amount authorized by this legislation this fiscal year: | \$200,000.00 | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$200,000.00 | | | | | | | | | | |
| Amount budgeted for this item *: | \$200,000.00 | | | | | | | | | | |
| Source of funding (name of fund) and account code number: 008-5108-56080 Anti-Drug, Non-Departmental, Other Professional Services | \$200,000.00 | | | | | | | | | | |
| <p>PRIOR LEGISLATION</p> | <p>Prior ordinances and (date): Prior resolutions and (date): Res #19079, February 29, 2016, Res#19395, February 24, 2017</p> | | | | | | | | | | |
| <p>CONTACT INFORMATION</p> | <p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p> | | | | | | | | | | |
| <p>REQUEST SUMMARY</p> | <p>A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund, which are engaged in anti-violence activities and purposes, at an aggregate cost to the county not to exceed \$200,000.00.</p> <p>Exhibit A: indicates the outside agencies and funding levels as recommended.</p> <p>Background: The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match and other anti-drug and anti-violence initiatives in the community. The original AVSI projects were based upon evaluation of proposals that were submitted in response by the community providers to Request for Proposal (#65-17) for a special COMBAT Anti-Violence Special Initiative. A change in 2009 in the authorizing language for COMBAT allowed the addition of effective anti-drug strategies. The recommendations to fund these proposed programs will continue COMBAT's efforts to assist Jackson County in providing strategies to reduce the violence within our community. The agencies that have been awarded are AD HOC Group Against Crime \$149,231.00 and Westside Housing Organization, \$50,769.00, (program summaries are attached).</p> | | | | | | | | | | |

| | | |
|-------------|--|-----------------|
| CLEARANCE | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) | |
| ATTACHMENTS | Quote | |
| REVIEW | Department Director:  | Date: 12/5/2017 |
| | Finance (Budget Approval): <i>If applicable</i> | Date: 12/5/17 |
| | Division Manager:  | Date: 12-6-17 |
| | County Counselor's Office: | Date: |

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.

Job Training and Readiness Skills Initiative Recommendations

| Agency | 2018 Request | 2018 Rec'n Funding |
|-------------------------------|--------------|--------------------|
| AD HOC Group Against Crime | \$149,231.00 | \$149,231.00 |
| | | |
| Westside Housing Organization | \$152,335.00 | \$50,769.00 |
| | | |
| Twelfth Street Heritage | \$30,000.00 | \$0.00 |
| | | |
| Total Man CDC | \$40,300.00 | \$0.00 |
| | | |
| Full Employment Council | \$195,930.00 | \$0.00 |
| | | |
| Boys & Girls Club | \$80,000.00 | \$0.00 |
| | | |
| Arts-Tech | \$99,832.00 | \$0.00 |

COMBAT AVSI PROGRAM SUMMERIES

AdHoc Group Against Crime - \$149,231.00

AdHoc Group Against Crime proposes the Join Others Building Community (JOB Community), training program as vital tool to reduce violence. They project that 32 individuals will complete all soft skills and construction training during the contract year and find employment in the flooring industry. AdHoc will recruit young adults ages 18-26 who: (a) Lack job readiness and job skills and are unemployed or underemployed, (b) Have no criminal history or are on parole or completed their sentences, (c) Have been perpetrators of violence, victims of violence or witnesses to violence, (d) may or may not have a high school diploma or GED and (e) Are largely minority, most typically African American.

JOB Community training, will tool and guide the participants that are willing to invest in themselves.

Westside Housing Organization -\$50,769.00

Westside Housing Organization's Working for Change program will provide training and employment opportunities for people disadvantage by addiction issues, veteran status, and poverty. This program provides the client with on-the-job training over 3 months in the areas of construction, maintenance, and landscaping/gardening. In year two, (2), Westside Housing plans to expand to solar panel installation certification. Working for a Change participants are given invaluable skills and competencies that ensure that they are professionally qualifies to enter the work force.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Understanding with the Kansas City Area Transportation Authority (KCATA), for the furnishing of security services, for compensation payable to Jackson County.

RESOLUTION NO. 19677, December 11, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the KCATA provides public transit service in the greater Kansas City area; and,

WHEREAS, the KCATA desires to provide enhanced safety in and around its buses and bus terminals; and,

WHEREAS, the Sheriff's Office and the KCATA have agreed on an equitable arrangement whereunder two deputies will be assigned to assist in providing security to KCATA staff and citizens on and about KCATA property and bus stop areas in the County; and,


WHEREAS, under the recommended Memorandum of Understanding (MOU) the KCATA will reimburse the County for the costs associated with this arrangement; and,

WHEREAS, execution of the attached MOU with the KCATA is in the best interests of the public health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached MOU with the KCATA and any other documents required to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19677 of December 11, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into, by and between the Kansas City Area Transportation Authority, a body corporate and politic (the "KCATA") and Jackson County, a political subdivision of the State of Missouri ("the County"), and the Jackson County Sheriff (the "Sheriff") an elected official of Jackson County, Missouri. This MOU sets forth the parties' entire MOU and understanding regarding a "Program" more fully described below.

I. *Overview.*

The KCATA provides public transit service in the greater Kansas City area to include routes in Missouri and Kansas. KCATA bus stops and passenger amenities including shelters, benches and receptacles are located along bus routes in support of this transit service.

The KCATA desires to provide enhanced safety in and around its buses and bus terminals. The Sheriff desires to deter crime, preserve peace, arrest offenders, and protect the safety and welfare of citizens, including the citizens utilizing the public transportation system and the KCATA staff. Whereas, KCATA and the Sheriff have agreed that it would be in their mutual best interest to work in common service to provide safety to citizens in and around the public transit system.

Jackson County, the Sheriff and the KCATA, enter into this MOU to provide greater security for the Jackson County, Missouri citizens and public bus operations of the KCATA pursuant to Sections 70.210 to 70.325 of the Revised Statutes of Missouri ("RSMo") which authorize a political subdivision to enter into cooperative MOUs with duly authorized elected officials, agencies and corporations of the State of Missouri or other states, for various purposes.

The Sheriff agrees to participate with the KCATA in a program that will cause two fulltime sworn members assigned to the Sheriff's Patrol Division ("Sworn Members") to work with the KCATA in preserving the peace, preventing crime, arresting offenders, and protecting the safety and welfare of KCATA staff and citizens on and about KCATA property and bus stop areas ("Program") in Jackson County. The Sworn Members working in the Program will also work with KCPD sworn members who are also working on and off-duty in the Program at the KCATA.

II. *Compensation, Uniforms and Equipment Required for Jackson County Sheriff Deputies sworn members assigned to the program.*

The KCATA will reimburse the County for the costs associated with the Sworn Members assignment to the Program. The KCATA will pay a total cost not to exceed \$122,904.64 per year for the following:

- A. Salary and Benefits: Each assigned Sworn Member's regular rate of pay, including salary and benefits. Benefits include Medicare, FICA, retirement, clothing allowance, unemployment, workers' compensation, pension, and any other incentive or fringe benefit provided by the Sheriff.
- B. Overtime: Each Sworn Member's overtime associated with the Program. The KCATA agrees to pay each Sworn Member's overtime in accordance with the established Sheriff overtime rate of pay. Sworn Members assigned to the Program will be compensated for overtime work necessary for the completion of handling incidents, transporting arrests, court time and/or of preparing required reports as part of the Program. However, the KCATA may in its discretion limit the number of overtime hours it will reimburse the Sheriff per month upon providing at least thirty days written notice to Sheriff Coordinator.
- C. Equipment and Uniforms: The expense of equipping and maintaining uniforms for each assigned Sworn Member is included in the annual total cost of \$122,904.64.

The uniform will be the standard Sheriff uniform worn by patrol officers. The equipment will include a portable radio of the same type commonly used by patrol officers, as well as other equipment commonly provided by Sheriff to patrol officers, such as is worn on patrol officers' duty belts. At all times, during and upon completion or termination of this MOU, the equipment and uniform will remain the property of the Sheriff.

D. Vehicles: The expense of purchasing two patrol vehicles for assigned Sworn Members. The cost of purchasing two (2) sheriff vehicles will include the vehicle being properly equipped, identified and painted in the same manner as other Sheriff Patrol vehicles for use of the assigned Sworn Members. The Sheriff shall be responsible for the cost of all maintenance and repair of the two sheriff patrol vehicles during the term of this contract. The two sheriff's vehicles may be fueled on the KCATA fueling facility; otherwise the Sheriff will be responsible for the fuel costs of the two vehicles. At all times, during and upon completion or termination of this MOU, these patrol vehicles will remain the property of the Sheriff. In the event a Patrol Vehicle is damaged or totaled at any time, the Sheriff shall be responsible for repair and/or replacing any Patrol vehicle. Sworn Members should use the Patrol Vehicles for official duties associated with this MOU. Provided however as follows:

1. The parties agree that the useful life of the two patrol vehicles shall be five (5) years; and
 2. In the event of County's decision to terminate this MOU for its convenience under Section IX.C of this MOU or the MOU is not extended for at least two additional years, the County shall within 30 days thereafter reimburse the KCATA that percentage of the Patrol Vehicles Cost determined by a fraction multiplied times the Patrol Vehicles Cost where the denominator is the number five and the numerator is the number of years remaining the vehicles' useful life.
- E. The Sheriff will prepare and submit invoices each month to the KCATA for 1/12 of the \$122,904.64 for items A through C above.
- F. KCATA will also make a one-time total reimbursement payment to the Sheriff in the amount of \$115,000 for the two vehicles, associated equipment, and uniform acquisition. Within 15 days of the execution of this MOU, the Sheriff will prepare and submit an invoice for the vehicle, uniform, and equipment \$115,000 reimbursement payment.
- G. The KCATA will reimburse Sheriff within thirty (30) days of receipt of receiving each invoice. KCATA will transfer funds as provided by the Sheriff. KCATA states that funds transferred to Sheriff for reimbursement are not grant funds or funds that are subject to other terms or conditions.
- H. Disputes: If the KCATA disputes any portion of Sheriff's invoice, the KCATA will provide written notice that identifies the portion disputed with documentation. While the dispute is being negotiated in good faith, the KCATA will continue to pay the undisputed portion within the required time frame above in subsection C.

III. *Notices.*

Any invoices or notices required or permitted to be given under Section I shall be in writing and shall be deemed given when delivered personally or deposited in the United States Mail, either certified or registered mail, postage prepaid, or by electronic mail, addressed as follows:

Jackson County:

Sheriff: Sheriff Mike Sharp
Office of the Jackson County Sheriff
4001 NE Lakewood Court
Lee's Summit, Missouri 64064

Jackson County: Director of Finance and Purchasing
415 E. 12th Street, Suite 100
Kansas City, Missouri 64106

KCATA: Kansas City Area Transportation Authority
Attention: Procurement Department
1200 E. 18th Street
Kansas City, Missouri 64108

IV. *Sheriff Assigned Sworn Members*

- A. The Sheriff will assign two Sworn Members to the Program. Sworn Members will attend required law enforcement trainings.
- B. The Sheriff will make every effort to provide the assigned Sworn Members with training as a Crisis Intervention Team ("CIT") officer.
- C. The Sworn Members will adhere to the following:
 1. Sworn Members' supervisors will be their chain of command.
 2. Sworn Members enforce Missouri law and local ordinances within the scope of work, policies and procedures of Sheriff.
 3. Sworn Members will perform their duties in accordance with their training, experience and Sheriff protocols, and KCATA shall not control how the Sworn Members perform their duties or activities. Sworn Members will not enforce KCATA rules and procedures.
 4. Sworn Members will continue to complete all required Sheriff reports.

V. *The Sheriff Coordinator Responsibilities:*

The Sheriff will select a supervisory-level member to serve as the Sheriff's Coordinator for the Program. The Coordinator will be responsible for:

- A. Selecting and supervising the two Sworn Members assigned to the Program.
- B. Collecting Daily Log Sheets with any documenting efforts made by deputies funded through the Program. This Log Sheet shall include deputy name and serial number, date, vehicle #, bus #, Route #, time on, time off, notes and description of activity that does not contain Criminal Justice Information and Criminal History Record Information as provided in Sheriff policies.
- C. Ensuring appropriate activity levels are sustained by the members assigned to the Program.

- D. Coordinating meetings, as needed, with the two assigned Sworn Members and KCATA Coordinator.
- E. Disseminating information, as necessary, provided by the KCATA Coordinator regarding the Program to the assigned Sworn Members.
- F. Reviewing and approving all overtime requests by Sworn Members. Copies of each overtime and court time documents shall be forwarded to the Sheriff.
- G. Ensure that Sworn Members continue to complete all necessary Sheriff reports.
- H. Complete a monthly report of all Daily Log Sheets (with appropriate redactions, i.e., juveniles, criminal history, etc.), arrest numbers and overtime used and forwarding this information to the KCATA Coordinator and the Sheriff.
- I. Monitor overtime funding to ensure the Program remains within budget.

VI. *The KCATA Deputy CEO or designee Responsibilities.*

The KCATA's Deputy CEO shall designate a KCATA employee as its coordinator for the Program ("KCATA Coordinator") and with responsibility for:

- A. Supervising the entire KCATA system security and emergency preparedness plan.
- B. Reviewing the Sworn Members' Log Sheets for system security trends and sustained activity levels.
- C. Participating in meetings, as needed, with the Sworn Members and Sheriff Coordinator.
- D. Providing Sheriff Coordinator advisory security updates for the Sworn Members based off of system security analysis.
- E. Reviewing information and monthly reports provided by Sheriff Coordinator.
- F. Reviewing invoices submitted by Sheriff for adequate documentation and consultation with Sheriff on disputed items.
- G. Provide Sworn Members in the Program a work space on ATA property within Kansas City, Missouri. Sworn Members will be afforded access and use of office equipment and telephone line at ATA.

VII. *Workers' Compensation*

The two assigned Sworn Members to the Program work exclusively for the Jackson County Sheriff. The Sheriff will provide the assigned Sworn Members those Sheriff benefits normally afforded an employee injured in the scope and course of employment.

VIII. *Liability*

Both Parties understand and agree that each Party is responsible for the portion of any loss, damage, liability, injury, or costs caused by the negligence or intentional acts of its respective employees, members, or officials.

The Parties covenant and agree that no party shall insure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the Sheriff, the County, and/or the KCATA and/or their respective members, officials, employees, or agents.

IX. *Terms of the MOU*

- A. No amendment to this MOU shall be effective unless it is in writing and signed by an authorized representative of the KCATA and the Sheriff.
- B. The term of this MOU is for three years beginning the date of last signature.
- C. Either party may terminate this MOU and the Program for any reason by giving sixty

days advance written notice to the other.

- D. If the MOU or the Program is terminated by the KCATA, the KCATA shall pay to the County all outstanding balances owed to the County (salary, overtime, equipment, benefits, etc.) that are documented as required herein, within thirty days of demand by the Sheriff. In such event, KCATA shall have no further liability to the County.
 - E. The Sworn Members assigned to the Program are Jackson County Sheriff's deputies and shall be subject to the Sheriff's control, supervision, policies and procedures. The officers shall not be under the supervision of any KCATA employee.
 - F. This MOU is not intended to be, and shall not constitute, create, give rise to or otherwise recognize, a joint venture, partnership or formal business association or organization of any kind between the two parties and the rights and obligations of the parties shall be only those expressly set forth in this MOU. Further, this MOU creates no third-party beneficiary rights in any other person or entity.
 - G. This MOU shall be construed in accordance with the laws of Missouri, without respect to Missouri's choice of law provisions.
 - H. The parties shall amicably work together to resolve any disputes arising under this MOU. To the extent amicable resolution is unsuccessful and litigation ensues, jurisdiction shall be in the Circuit Court of Jackson County at Kansas City, Missouri.
 - I. Nothing in this MOU is intended to or does negate or waive official immunity, sovereign immunity or application of the public duty doctrine if officers, employees, elected or appointed officials, or other representative of either party are subject to civil litigation arising out of their actions as set forth in this MOU.
 - J. The Sheriff, the County, and the KCATA each represent one to the other that each Party is self-insured and agrees to provide its insurance policies and procedures to the other parties upon request.
- X. *MOU Execution.* This MOU may be executed in one or more counterparts, each of which will be deemed an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same MOU. This MOU shall be effective upon the execution of counterparts by all parties, notwithstanding that all parties may not sign the same counterpart. The Parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this MOU and shall be acceptable in a court of law.

[Signature Page Follows]

Frank White, Jr.
County Executive, Jackson County

Date

Sheriff Mike Sharp
Jackson County Sheriff

Date

APPROVED AS TO FORM:

W. Stephen Nixon, County Counselor
Jackson County

Date

ATTEST:

Mary Jo Spino, Clerk of the Legislature

Chairman Daniel Serda
Kansas City Area Transportation Authority

Date

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Resolution No.: 19677

Sponsor(s): Alfred Jordan

Date: December 11, 2017

| | | | | | | | | | | | |
|---|---|---|----|--|----|--|----|--|----|---|--|
| <p>SUBJECT</p> | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An ordinance authorizing the County Executive to execute a three year agreement with the Kansas City Area Transportation Authority to provide greater security for the Jackson County, Missouri citizens and public bus operations of the KCATA.</u></p> | | | | | | | | | | |
| <p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>NA</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>NA</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM TO</td> <td></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 checked="" 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> | Amount authorized by this legislation this fiscal year: | NA | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | NA | Amount budgeted for this item * (including transfers): | \$ | Source of funding (name of fund) and account code number; FROM TO | |
| Amount authorized by this legislation this fiscal year: | NA | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$ | | | | | | | | | | |
| Total amount authorized after this legislative action: | NA | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$ | | | | | | | | | | |
| Source of funding (name of fund) and account code number; FROM TO | | | | | | | | | | | |
| <p>PRIOR LEGISLATION</p> | | | | | | | | | | | |
| <p>CONTACT INFORMATION</p> | <p>RLA drafted by Captain Scott Goodman Jackson County Sheriff's Office (816) 541-8017</p> | | | | | | | | | | |
| <p>REQUEST SUMMARY</p> | <p><u>An ordinance authorizing the County Executive to execute a three year agreement with the Kansas City Area Transportation Authority to provide greater security for the Jackson County, Missouri citizens and public bus operations of the KCATA. The KCATA will make a one-time reimbursement payment of \$115,000.00 to the Sheriff's Office for two (2) vehicles with emergency equipment and uniforms with duty equipment for two (2) deputies. KCATA will reimburse the Sheriff's Office for salaries, overtime, and benefits for two (2) deputies. Not to exceed \$122,905.00 yearly.</u></p> | | | | | | | | | | |
| <p>CLEARANCE</p> | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p> | | | | | | | | | | |
| <p>ATTACHMENTS</p> | <p><u>Family Court Division 16th Judicial Circuit of Missouri, Ninth Amended Contract for Services</u></p> | | | | | | | | | | |

| | | |
|--------|--|--------------------------|
| REVIEW | Department Director: <i>[Signature]</i> | Date: <i>[Signature]</i> |
| | Finance (Budget Approval): <i>If applicable</i> | Date: |
| | Division Manager: <i>[Signature]</i> | Date: <i>12/7/17</i> |
| | County Counselor's Office: | Date: |

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.



FRANK WHITE, JR.
Jackson County Executive
EXECUTIVE ORDER NO. 17-23

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.
JACKSON COUNTY EXECUTIVE**

DATE: DECEMBER 11, 2017

**RE: REAPPOINTMENTS TO THE HOUSING RESOURCES
COMMISSION**

Pursuant to section 9057, Jackson County Code I hereby make the following reappointments to the Housing Resources Commission:

David S. Odegard is reappointed for a term to expire October 31, 2019.

Annette Le Pique is reappointed for a term to expire October 31, 2019.

Rhonda Holman is reappointed for a term to expire October 31, 2020.



Frank White, Jr., County Executive

Date: 12/7/2017

