

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

MAY 16 2019

Completed by County Counselor's Office:

Res/Ord No.: 20176

Sponsor(s): Jeanie Lauer

Date: June 3, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the reimbursement of the Kansas City Area Transportation Authority for suspension of MOU (resolution #19677, 2017).</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>\$92,000.00</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>\$92,000.00</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 fund 001-4201-58120 automobiles</td> <td>\$92,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p>		Amount authorized by this legislation this fiscal year:	\$92,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$92,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM fund 001-4201-58120 automobiles	\$92,000.00
Amount authorized by this legislation this fiscal year:	\$92,000.00											
Amount previously authorized this fiscal year:	\$											
Total amount authorized after this legislative action:	\$92,000.00											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number; FROM fund 001-4201-58120 automobiles	\$92,000.00											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Resolution #19677 December 2017 <i>Ord. 5073 January 2018</i></p>											
<p>CONTACT INFORMATION</p>	<p>RLA drafted by Captain Dave Epperson Jackson County Sheriff's Office (816) 541-8017</p>											
<p>REQUEST SUMMARY</p>	<p><u>A resolution authorizing the reimbursement of the Kansas City Area Transportation Authority for suspension of MOU (resolution #19677, 2017). Request \$92,000.00 payment to Kansas City Area Transportation Authority for residual amount owed for police vehicles.</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>REVIEW</p>	<table border="1"> <tr> <td>Department Director: <i>[Signature]</i></td> <td>Date: 05-14-19</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i></td> <td>Date: 5/14/19</td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: 5.17.19</td> </tr> <tr> <td>County Counselor's Office: <i>[Signature]</i></td> <td>Date: 5/21/2019</td> </tr> </table>		Department Director: <i>[Signature]</i>	Date: 05-14-19	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: 5/14/19	Division Manager: <i>[Signature]</i>	Date: 5.17.19	County Counselor's Office: <i>[Signature]</i>	Date: 5/21/2019		
Department Director: <i>[Signature]</i>	Date: 05-14-19											
Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: 5/14/19											
Division Manager: <i>[Signature]</i>	Date: 5.17.19											
County Counselor's Office: <i>[Signature]</i>	Date: 5/21/2019											

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:

This expenditure was included in the Annual Budget.

PC# _____

Date: May 14, 2019


RES # 20176

Department / Division Character/Description Not to Exceed

001 General Fund

4201 Sheriff 58120 Automobiles \$ 92,000

\$ 92,000

 5/14/19
Budget Officer



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

January 8, 2019

Daniel Serda

Kansas City Area Transportation Authority, Chairman

Sir,

The Jackson County Sheriff's Office is forwarding this letter to inform you that we will be terminating our contract on March 15th, 2019. This termination date is within the specified time limits as outlined in the Section IX.C.

In accordance with Section II.D.1, the Sheriff's Office will reimburse 4/5ths of the initial \$115,000 vehicle installment or \$92,000; to be paid within 30 days from March 15th, 2019.

Respectfully,

D. Forté

Sheriff Darryl Forté



Invoice Number: IT 5085

K C AREA TRANSP AUTHORITY
 1200 E 18TH STREET
 KANSAS CITY MO 64108
 United States of America

Invoice Date: 04/29/19
 Due Date: 05/29/19

Terms: Net 30

Bill To: 50484
 JACKSON COUNTY SHERIFFS OFFICE
 ATTN: CAPTAIN DAVID EPPERSON
 4001 NE LAKEWOOD COURT
 LEE'S SUMMIT MO 64064

Ship To:
 JACKSON COUNTY SHERIFFS OFFICE
 ATTN: CAPTAIN DAVID EPPERSON
 4001 NE LAKEWOOD COURT
 LEE'S SUMMIT MO 64064

Line Item/Description	Quantity/ Price	UOM	Discount	Net Amount
1 RESIDUAL FUNDS DUE SUSPENSION OF MOU WITH JCSCO	1.00 92,000.00000	EA EA	0.00	92,000.00

Freight Charge: 0.00
 Gross Amount: 92,000.00
 Invoice Discount: 0.00
 Net Amount: 92,000.00
 Tax: 0.00
 Downpayment: 0.00
 Net Amount Due: 92,000.00

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.

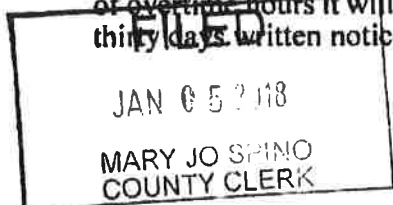
Jackson County, the Sheriff and the KCATA, enter into this MOU to provide greater security for the Jackson County, Missouri citizens and public bus operations of the KCATA pursuant to Sections 70.210 to 70.325 of the Revised Statutes of Missouri ("RSMo") which authorize a political subdivision to enter 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.

JACKSON COUNTY, MISSOURI




Frank White, Jr.
County Executive, Jackson County

12/14/2017
Date



Sheriff Mike Sharp
Jackson County Sheriff

12/15/17
Date

APPROVED AS TO FORM.


W. Stephen Nixon, County Counselor
Jackson County

12/14/17
Date

ATTEST:



Mary Jo Spino, Clerk of the Legislature



Chairman Daniel Serda
Kansas City Area Transportation Authority

12/21/17
Date