

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** transferring \$59,300.00 within and appropriating \$196,663.00 from the fund balance of the 2011 Anti-Drug Sales Tax Fund in acceptance of a grant for the Victim Services Program received by the Prosecuting Attorney's Office from the Missouri Department of Public Safety.

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**ORDINANCE #4346**, September 12, 2011

**INTRODUCED BY** Dan Tarwater, County Legislator

WHEREAS, the Prosecuting Attorney's Office has been awarded a grant for its Victim Services Program in the amount of \$137,363.31 by the Missouri Department of Public Safety for the period July 1, 2011, through June 30, 2013; and,

WHEREAS, the grant will partially cover the salary and benefits for two victim advocates and requires a local match of \$59,300.00 during the first year of the grant; and,

WHEREAS, the Prosecuting Attorney's Office will submit a request for its remaining matching funds for the second year of the grant period from the then current Jackson County budget; and,

WHEREAS, a transfer and appropriation are necessary in order to place the grant and matching funds in the proper spending accounts; and,

WHEREAS, the County Executive recommends said transfer and appropriation; now

therefore,

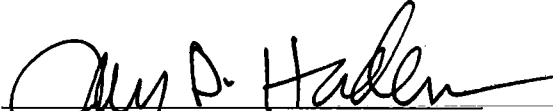
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer and appropriation be and are hereby made:

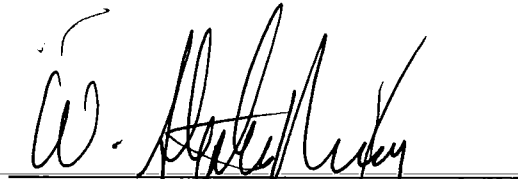
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<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund Pros Comm Crim/Drug Prev 008-4156	56798 - Grant Match	\$59,300	
Anti-Drug Sales Tax Fund State Services to Victims (SSVF)			
008-4126	45785 - Increase Revenues	\$137,363	
008-2810	Undesignated Fund Balance		\$196,663
008-2810	Undesignated Fund Balance	\$196,663	
008-4126	55010 - Regular Salaries		\$146,953
008-4126	55040 - FICA		\$ 11,242
008-4126	55050 - Pension		\$ 16,915
008-4126	55060 - Insurance		\$ 21,553

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 #4346 introduced on September 12, 2011, was duly passed on September 12, 2011 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

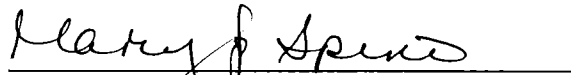
Nays 0

Abstaining 0

Absent 0

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

9.13.11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4346.

9/13/2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 008 4156 56798  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Pros Comm Crime/Drug Prev P  
Grant Match  
NOT TO EXCEED: \$59,300.00

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: \$196,663.00

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9/2/11  
Date

*E. Tony Thomas by Kim Bley, Asst*  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4346

Sponsor(s): Dan Tarwater

Date: Sept. 12, 2011

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Ordinance transferring and appropriating funds for the acceptance of the Jackson County Victim Services – SSVF Grant</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>\$196,663</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>\$196,663</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;</p> <p>FROM FROM ACCT</p> <p>008- Grant Fund; 2810 – Undesignated Fund Balance \$137,363</p> <p>FROM \$59,300</p> <p>008-Anti Drug Sales Tax Fund; 4156 – Pros Comm/Crim Drug Prevention; 56798 – Grant Match</p> <p>TO TO ACCT</p> <p>008 – Grant Fund; 4126 – SSVF Victim Services; 55010 – Regular Salary \$146,953</p> <p>008 – Grant Fund; 4126 – SSVF Victim Services; 55040 – FICA \$11,242</p> <p>008 – Grant Fund; 4126 – SSVF Victim Services; 55050 – Pension \$16,915</p> <p>008 – Grant Fund; 4126 – SSVF Victim Services; 55060 - Insurance \$21,553</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:	\$196,663	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$196,663	Amount budgeted for this item * (including transfers):	\$
Amount authorized by this legislation this fiscal year:	\$196,663								
Amount previously authorized this fiscal year:	\$								
Total amount authorized after this legislative action:	\$196,663								
Amount budgeted for this item * (including transfers):	\$								
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): 4237 9/10</p> <p>Prior resolutions and (date):</p>								
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Kevin Harrell, Deputy Prosecuting Attorney, x13855</p>								

REQUEST SUMMARY	<p>Requesting an ordinance accepting the SSVF Grant awarded to Jackson County by the Department of Public Safety for the partial funding for two victim advocates. The total award amount for this two year grant is \$137,363.31. To complete the first year of the project, the Prosecutor's Office will provide an additional \$59,300 to pay for the unfunded portions of encumbants.</p> <p>Please transfer \$59,300 and appropriate \$137,363 from the undesignated fund balance of the Grant Fund. The term of this grant is 7/1/11 through 6/30/13.</p> <p>Please transfer \$59,300 from 008-4156-56798 and appropriate \$137,363 into 010-4126:</p> <p>55010 Salary 146,953  55040 FICA 11,242  55050 Pension 16,915  55060 Insurance 21,553</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		
REVIEW	Department Director: <i>Dean Peters Baker</i> Finance (Budget Approval): <i>If applicable</i> <i>Sagal M</i> Division Manager: <i>S</i> County Counselor's Office:	Date: 8/23/11 Date: 8/26/11 Date: 8/26/11 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 transfer and appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
008-2810	Grant Fund – Undesignated Fund Balance	\$137,363
008-4156-56798	Anti Drug Sales Tax Fund – Pros Comm/Crim/Drug Prevention – Grant Match	\$59,300

- 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.



8/23/2011

7/11 - 6/12	87,921.60	6,726.00	10,119.77	23,212.00	127,979.37
7/12 - 7/13 award	68,681.65				68,681.65
	<u>156,603.25</u>	<u>6,726.00</u>	<u>10,119.77</u>	<u>23,212.00</u>	<u>196,661.02</u>





MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
AWARD OF CONTRACT

P.O. Box 749  
Jefferson City, Missouri 65102  
Phone: (573) 751-4905

Program Area: <b>State Services to Victims Fund (SSVF)</b>	Catalog of Federal Domestic Assistance (CFDA) #: <b>N/A</b>
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Contractor Name:  
**Jackson County, Prosecutor's Office**

Project Title:  
**Jackson County Victim Services Program**

Contract Period: <b>July 1, 2011 to June 30, 2013</b>	State/Federal Funds Awarded: <b>137363.31</b>	Contract Number: <b>2012-SSVF-045-NW</b>
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Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

*N. Sander* 6/15/2011  
Applicant Authorized Official Date

*Jean Peters Baker* 6/15/11  
Applicant Project Director Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Authorized Official of the Missouri Department of Public Safety.

*[Signature]*  
Authorized Official, MO Department of Public Safety

July 1, 2011  
Award Date

**STATE SERVICES TO VICTIMS FUND (SSVF) CERTIFIED ASSURANCES & SPECIAL CONDITIONS**

**AGENCY NAME:** Jackson County, Prosecutor's Office

**PROJECT TITLE:** Jackson County Victim Services Program

The Subgrantee is subject to compliance with the following assurances:

1. **Laws, Orders, Circulars and Regulations:** The Subgrantee agrees to comply, and assure that all its subcontractors will comply, with the applicable Program Guidelines and Regulations; the Missouri Department of Public Safety SSVF Request for Proposal and Application Packet for the specified contract period; and all other applicable State laws, orders, circulars or regulations as they pertain to the use of SSVF funds.
2. **Services to Battered Women and their Children:** The Subgrantee, if providing services to battered women and their children through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs, as they relate to the provision of services required herein.
3. **Civil Rights information:** The Subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance.
4. **Coordination of activities:** The Subgrantee shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
5. **Non-Supplantation:** The Subgrantee assures that SSVF funds made available will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of these funds, be made available for the activities of this project (Supplanting does not apply to non-profit organizations).
6. **Data Collection:** The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues.
7. **Access to Records:** The Subgrantee authorizes the Missouri Department of Public Safety and its representatives, access to and the right to examine all records, books, paper or documents related to the SSVF grant.
8. **Equal Employment Opportunity Program:** The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file that meets the requirements therein.
9. **Faith-based Organizations:** Such organizations applying for and receiving these funds must ensure that services are offered to all crime victims without regard to religious affiliation, that these funds are not used for inherently religious activities – that these activities must be held separately from the grant funded activities and that the receipt of services is not contingent upon participation in a religious activity or event.
10. **Fair Labor Standards Act:** All recipients of these funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
11. **Client-Counselor Confidentiality:** The Subgrantee assures that they will maintain confidentiality of client-counselor information as required by state law.
12. **Injury or Damage:** The Subgrantee agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Subgrantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Subgrantee's performance under the contract, the Subgrantee assumes the obligation to save the Department of Public Safety (DPS) and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify DPS and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subgrantee also agrees to hold DPS and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Subgrantee under the terms of the contract.
13. **Relationship:** The Subgrantee agrees that they will represent themselves to be an independent Subgrantee offering such services to the general public and shall not represent themselves or their employees to be employees of the Office of the Director or the Department of Public Safety. Therefore, the Subgrantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Office of the Director and the Department of Public Safety, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

14. **Law Enforcement Certification:** If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."
15. **Intoxication-Related Traffic Offenses:** If the Subgrantee is a law enforcement agency, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.  
If the Subgrantee is a county prosecuting attorney or municipal prosecutor, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward charge information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.
16. **Uniform Crime Reporting and Racial Profiling:** If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting, and Section 590.650, RSMo relating to racial profiling.
17. **Victims' Rights Compliance:** The Subgrantee assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights** and **Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance).
18. **Criminal Activity:** The Subgrantee assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
19. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.
20. **Fund Availability:** It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
21. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
22. **Annual Performance Report:** The Subgrantee agrees to provide information on the activities supported and an assessment of the effects that the SSVF grant funds have had on services to crime victims for a one-year period July 1 through June 30. This information will be submitted annually on the DPS "SSVF Annual Performance Report" no later than July 15<sup>th</sup> of each year.

**The Subgrantee hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.**

Michael D. Sanders

~~James F. Kanatza~~ Jean Peters Baker

**Applicant Authorized Official Name**

**Applicant Project Director Name**

  
Applicant Authorized Official Signature      DATE

  
Applicant Project Director      DATE

**Personnel**

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost
Sherrie Dulley	Victim Advocate	Retained	FT	\$3,256.93	24.0	81.91	\$64,026.03
Wanda Tope	Volunteer Coordinator	Retained	FT	\$3,868.00	24.0	79.0	\$73,337.28
							<b>\$137,363.31</b>

**Tina M. Wise**

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**From:** Michael J. Hunt

**Sent:** Wednesday, August 24, 2011 9:33 AM

**To:** Jean Peters Baker

**Cc:** Tina M. Wise

**Subject:** Sherry Dulley

Sherry Dulley's duties as a victim advocate include cases that have a drug nexus. The percentage of those cases are at least 46 percent.

Michael J. Hunt  
Chief Trial Assistant  
Major Crimes Unit

**Tina M. Wise**

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**From:** Michael J. Hunt

**Sent:** Wednesday, August 24, 2011 9:29 AM

**To:** Jean Peters Baker

**Cc:** Tina M. Wise

**Subject:** Wanda Tope

Wanda Tope's responsibilities as a victim advocate include a homicide case load that has a drug nexus. The percentage of those cases that are drug related is approximately 52 %.