

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$100,000.00 from the fund balance of the 2008 General Fund and authorizing the County Executive to execute a contract with Jackson County Conference 2008, Incorporated, a non-profit corporation, at a cost to the County not to exceed \$100,000.00 to fund operating costs for the National Association of Counties' Annual Conference in Jackson County during July 2008.

ORDINANCE #4013, July 7, 2008

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the Jackson County Conference 2008, Incorporated, is a non-profit corporation

created for the purposes of organizing and administering the on site preparation for Jackson County, Missouri as host of the National Association of Counties' 2008 National Conference; and

WHEREAS, the National Association of Counties (NACo) was created in 1935 to give county officials a strong voice in the nation's capital; and,

WHEREAS, more than six decades later, NACo continues to ensure that the nation's 3,066 counties are heard and understood in Washington; and,

WHEREAS, NACo is a full-service organization, providing extensive services to its members including legislative, research, technical, public affairs, and enterprise services; and,

WHEREAS, NACo has selected Jackson County and Kansas City, Missouri for its 2008 national convention site; and

WHEREAS, the NACo Annual Conference is scheduled for six (6) days in July 2008 to be held at H. Roe Bartle Hall in Downtown, Kansas City, Missouri; and

WHEREAS, the NACo conference is expected to attract 3,200 attendees, 250 vendors and exhibitors with an estimated \$4.7 million economic impact for the greater metropolitan area; and,

WHEREAS, the Legislature supports the 2008 National Association of Counties Annual Conference; and,

WHEREAS, by Resolution 15351, dated January 10, 2005, the Legislature did previously authorize the sum of \$100,000.00 to assist with this conference; and,

WHEREAS, the Legislature deems it appropriate to further support the conference by making available an additional sum not to exceed \$100,000.00, to assist the Corporation in meeting last minute obligations and to avoid cash flow difficulties; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the fund balance of the 2008 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Undesignated Fund Balance 001-2810	Undesignated Fund Balance	100,000	
Non Departmental-General Fund 001-5101-56790	Contractual Services		100,000

and,

BE IT FURTHER ORDAINED that the Legislature expresses its full support of the National Association of Counties Annual Conference to Jackson County in 2008 and hereby authorizes the County Executive to execute a contract with Jackson County Conference 2008, at a cost not to exceed \$100,000.00, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

Andy D. Hall
Chief Deputy County Counselor

Mary Jo Spino
County Counselor

I hereby certify that the attached Ordinance, Ordinance #4013, introduced on July 7, 2008, was duly passed on July 7, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8 Nays 0
Abstaining 0 Absent 1

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

7.7.08
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4013.

7/9/08
Date

Michael D. Sanders
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 001-2810

ACCOUNT TITLE: General Fund
Undesignated Fund Balance

NOT TO EXCEED: \$100,000

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: 001-5101-56790

ACCOUNT TITLE: General Fund
Non-Departmental
Contractual Services

NOT TO EXCEED: \$100,000

July 7, 2008
Date


Director of the Department of Finance

FILED
JUL 11 2008

MARY JO SPINO
COUNTY CLERK

O. 4013

COOPERATIVE AGREEMENT

THIS AGREEMENT is made by and between Jackson County, Missouri, a Constitutional Home Rule County, hereinafter called "County" and Jackson County Conference 2008, Inc., hereinafter called "Corporation."

WITNESSETH:

WHEREAS, the Corporation is a non-profit corporation created for the purposes of organizing and administering the on-site preparation for Jackson County, Missouri, as host of the National Association of Counties' (NACo) 2008 National Conference; and,

WHEREAS, NACo is a full-service organization, providing extensive services to its members, including legislative, research, technical, public affairs, and enterprise services; and,

WHEREAS, NACo has selected Jackson County and Kansas City, Missouri, for its 2008 national convention site; and,

WHEREAS, the NACo Annual Conference is scheduled for six (6) days in July 2008 to be held at H. Roe Bartle Hall in Downtown, Kansas City, Missouri; and,

WHEREAS, the NACo conference is expected to attract 3,200 attendees, 250 vendors and exhibitors with an estimated \$4.7 million economic impact for the greater metropolitan area; and,

WHEREAS, the Legislature supports the 2008 National Association of Counties Annual Conference; and,

WHEREAS, by Ordinance 4013, dated July 7, 2008, the Legislature did authorize the sum of \$100,000.00 to assist with the services necessary for this conference;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Corporation respectively promise, covenant and agree with each other as follows:

1. **Services To Be Provided.** Corporation shall be entitled to payment for its services in an amount not to exceed \$100,000.00. The County shall pay the Corporation the sum of \$70,000.00 upon the execution of this Agreement. Corporation shall invoice the remaining funds by presenting billing statements to the County for the services outlined in the budget (listed as "estimated expenses"), attached hereto as Exhibit A. The County shall provide Corporation with sufficient funds to pay such invoices, up to a maximum amount of \$30,000.00. If Corporation later comes into possession of other funding in excess of that necessary to pay all of its existing obligations, Corporation agrees that its first priority for the use of such funding shall be to reimburse the County for funds paid by the Corporation under this agreement. Not later than August 31, 2008, Corporation shall file with the County a final report including copies of cancelled checks, detailing Corporation's expenditures pursuant to this Agreement.

2. **Terms.** This Agreement shall be effective as of January 1, 2008, and shall extend through December 31, 2008.

3. **Compliance.** Corporation agrees that it will at all times comply with all conditions of this Agreement and will utilize County's funds solely in connection with this Agreement and Exhibit A. No payment shall be made if Corporation is out of compliance on any other County contract or County ordinance.

5. **Audit.** Corporation agrees that all funds and expenses invoiced under this

Agreement shall be subject to audit by the County.

6. **Assignability.** Corporation shall not assign the performance of any services to be provided under this Agreement without the written consent of the County.

7. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers or employees and Corporation shall indemnify, defend and hold County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Corporation during the performance of this Agreement.

8. **Default and Termination.** If Corporation shall default in the performance or observation of any term, or condition of this Agreement, the County shall give Corporation written notice setting forth the default. If said default shall continue by Corporation for 10 days after receipt of the notice, the County may at its election terminate the contract and withhold any payments not yet made to Corporation. Said election shall not in any way limit the County's rights to seek other legal redress and this Agreement may be terminated by the County upon thirty (30) days written notice.

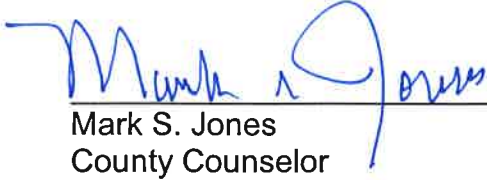
9. **Conflict of Interest.** The Corporation expressly warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits and emoluments of this Agreement with the knowledge of the Corporation.


10. **Incorporation.** This Agreement and the attached Exhibit A incorporate the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Corporation have executed this Agreement this 10 day of July, 2008.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



Mark S. Jones
County Counselor

By: 
Michael D. Sanders
County Executive

ATTEST:

JACKSON COUNTY CONFERENCE 2008, INC.

By: 
Mary Jo Spino
Clerk of the Legislature


By: 
Title: Treasurer

Federal I.D. # _____

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$100,000.00 which is hereby authorized.

July 9, 2008
Date


Director of Finance and Purchasing
Account No. 001-5101-56790
5101 2008 005

NACO Conference 2008 Financial Update

EXHIBIT A

7/1/08

Total Received	\$	473,500.00
Total Disbursements		<u>(248,355.93)</u>
Balance to Date	\$	225,144.07

Sponsorships pending receipt

Carter Goble Lee	2,500.00	
Commenco	250.00	
George K. Baum	1,000.00	
HDR Engineering	2,500.00	
HNTB Architects	5,000.00	
JE Dunn	35,000.00	
Lafayette County	1,000.00	
Lawrenson Services	2,500.00	
Lineberger Goggin Blair Sampson	5,000.00	
Northwest Commissioners	500.00	
Olssen	250.00	
Piper Jaffrey	2,500.00	
State of California	10,000.00	
Tourism Rebate on Hotels	70,000.00	
Treanor Architects	2,500.00	
Wyandotte County	10,000.00	
		<u>\$ 150,500.00</u>
Balance with Pending Receipts	\$	375,644.07

Estimated Expenses:

Opening General Session	\$ 5,000.00
Less Deposits	(2,250.00)
Board of Director's Dinner	67,187.15
Less Deposits	(2,843.87)
Conference Wide Event	263,756.59
Less Deposits	(93,105.42)
Transportation (KC)	80,000.00
Agenda KC (Tours)	5,525.00
Less Deposits	(52,630.45)
Security	812.50
First Aid - Conv. Center	3,500.00
Public Relations	36,963.64
(Hospitality Suite, Booth)	
Less Deposits	(11,174.52)
Volunteers	12,336.10
Fundraiser	60,000.00
Less Payments	(37,210.00)

IRS Taxes 10,000.00

Insurance 1,500.00
Less Payment (874.65)

Total Estimated Remaining Expenses 346,492.07

Funding Needed \$ (29,152.00)

Negative amount indicates excess