

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$66,009.00 from the unappropriated surplus of the 2008 Anti-Drug Sales Tax Fund to cover a grant received from the United States Executive Office of the President's Midwest High Intensity Drug Trafficking Area Investigative Support Center for use by the Jackson County Sheriff's Office and authorizing the County Executive to execute an agreement with Woody Poole, the designated investigative analyst, at a cost to the County not to exceed \$66,009.00.

ORDINANCE #3970, January 22, 2008

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the United States Executive Office of the President's Midwest High Intensity Drug Trafficking Area (HIDTA) Investigative Support Center has allocated a total of \$66,009.00 for fiscal year 2008 for an investigative analyst to be retained on contract for use by the Jackson County Sheriff's Office; and,

WHEREAS, an appropriation is necessary to place these grant funds in the appropriate spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made from the unappropriated surplus of the 2008

Anti-Drug Sales Tax Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
	Increase Revenue	\$66,009	
008-2810	Unappropriated Surplus		\$66,009
008-2810	Unappropriated Surplus	\$66,009	

HIDTA "High Intensity Drug Trafficking Area"

008-4257-6790	Other Contractual Services	\$53,809
008-4257-6140	Travel	\$ 5,000
008-4257-6630	Rent Auto	\$ 7,200

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached agreement with Woody Poole, as the designated investigative analyst under the grant terms; and,

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

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

APPROVED AS TO FORM:

[Signature]
Chief Deputy County Counselor

[Signature]
County Counselor

I hereby certify that the attached Ordinance, Ordinance #3970 introduced on January 22, 2008, was duly passed on February 4, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 6 Nays 0
Abstaining 0 Absent 3

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

2-5-08
Date

[Signature]
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #3970.

2/16/08
Date

[Signature]
Michael D. Sanders, 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
 Unappropriated Surplus
NOT TO EXCEED: \$66,009.00

1/18/08
Date

[Signature]
Director of Finance and Purchasing

AGREEMENT

THIS AGREEMENT is made and entered into on this 4 day of March, 2008 by and between Jackson County, hereinafter called "the County," and Woody L. Pool, hereinafter referred to as "Analyst."

WITNESSETH:

WHEREAS, by Ordinance 3970, dated JAN. 22, 2008, the legislature did authorize the County Executive to execute an agreement with Analyst as the designated investigative analyst providing services to the Jackson County Sheriff's Office through a Midwest High Intensity Drug Trafficking Area Investigative Support Center grant; and,

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

1. **Services:** Analyst shall provide investigative services as set forth in Exhibit A, which is attached to this Agreement and incorporated herein by reference.

2. **Independent Contractor:** Analyst shall work as an independent contractor and not as an employee of the County. Analyst shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Consultant shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County, except as required by this Agreement.

3. **Payment Terms:** Analyst shall be entitled to submit a monthly invoice for services provided in an amount not to exceed \$4,234.08. County shall pay said invoices promptly upon

FILED
MAR 04 2008
MAY
MARY JO SPINO
COUNTY CLERK

receipt.

a. Analyst shall be provided with a vehicle in an amount not to exceed \$600.00 per month and shall be given a fuel allowance in an amount not to exceed \$250.00 per for work-related expenses. The County shall recover all costs in connection with this vehicle lease through reimbursement by Midwest HIDTA. In the event Midwest HIDTA ceases to make such reimbursement payments, the County and Sheriff's Office shall be released from any obligation to provide such vehicle under the terms of this Agreement.

b. Analyst may be required to engage in travel as part of his services under this Agreement. Such expenses may be reimbursed by the County, upon prior approval by the County and the Midwest HIDTA Director. Expenses for travel and other work related activities engaged in on behalf of the County shall be limited to an aggregate amount not to exceed \$5,000.00 during the term of this Agreement.

4. Duration and Termination: This agreement is effective February 1, 2008, through January 31, 2009, unless sooner terminated in accordance with the procedures set forth below. This Agreement may be extended by the mutual written agreement of the parties.

a. Either party to this Agreement may terminate the Agreement at any time for any reason by serving thirty (30) days written notice upon the other party, or mailing same to its/his last-known address.

b. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County, the Sheriff's Office, or Analyst may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, fliers, lists, and all other County or Sheriff's Office materials and equipment shall be delivered and returned by Analyst to the

County and/or Sheriff's Office, forthwith.

5. **Confidentiality:** Except as required by his duties to the Sheriff's Office and HIDTA, Analyst shall not, directly or indirectly, use, disseminate, disclose, lecture upon or publish articles concerning confidential information disclosed to him or known by him as a consequence of or through his work for the County.

6. **Governing Law:** In the event of any dispute arising under this Agreement, it is agreed between the parties that the law of the State of Missouri will govern the interpretation, validity and effect of this contract without regard to the place of execution or place of performance thereof.

7. **Entire Agreement:** This instrument contains the entire understanding and agreement between the parties relating to the subject matter hereof. This Agreement may only be modified by written agreement signed by both the County and Analyst.

8. **Provisions Severable:** In case any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, or to any extent, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

9. **Notices:** Any notices required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally, or by certified or registered mail, return receipt requested, postage prepaid, and shall be deemed to have been received on the date of personal delivery or two (2) days after deposited in the United States mail at the party's last known address.

10. **Remedies:** In the event of the breach or threatened breach of any provision of this Agreement by a party thereto, the non-breaching party shall be entitled to injunctions, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity including the non-

breaching party's right to recover from the breaching party any and all damages that may be sustained as a result of the breach, including but not limited to reasonable attorneys' fees, reasonable accountants' fees, investigation expenses, and court costs.


11. Indemnification/Insurance: Analyst shall indemnify, defend, and hold harmless the County, the Sheriff's Office, its agents, officials and employees, for and from any and all claims, suits and judgments for the death or injury to any person, and for loss of or damage to any property, arising from Analyst's performance under this Agreement, including responsibility for attorneys' fees in defense or prosecution of any action involving such death, injury or damage. Analyst shall maintain his own insurance for such liability.

12. Conflict of Interest: Analyst 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 or emoluments of this Agreement. Further, Analyst shall not perform any intelligence analyst work that would appear to be, or would actually be, a conflict with the work of the County and Sheriff's Office.

13. Renewal Terms: The County and Sheriff's Office will meet in executive session prior to renewal of this Agreement each year. The Sheriff's Office, along with HIDTA supervisors, will complete an evaluation of the performance of Analyst during the previous contract year and advise the Intelligence Analyst of the results.


IN WITNESS WHEREOF, the parties have executed this Agreement this 4 day of March, 2008.

WOODY L. POOL



Woody L. Pool
SS # 587-70-2535


JACKSON COUNTY, MO SHERIFF'S OFFICE



Thomas F. Phillips
Sheriff, Jackson County, MO Sheriff's Office


APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI


Mark S. Jones
County Counselor


Michael D. Sanders
County Executive


ATTEST


Mary Jo Spino
Clerk of the Legislature

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 to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$66,009.00 which is hereby authorized.

Date: 2/27/08


Director of Finance and Purchasing

Account No. 008-4257-56790 \$53,809
008-4257-56140 5,000
008-4257-56630 7,200
4245 2008 001