

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$54,000.00 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 Memoranda of Understanding with the United States Attorney's Office for the Western District of Missouri and Platte County, Missouri.

ORDINANCE #3982, March 24, 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 \$54,000.00 for fiscal year 2008 for a part-time financial analyst to be hired by the Jackson County Sheriff's Office; and,

WHEREAS, the attached Memoranda of Understanding with the United States Attorney's Office for the Western District of Missouri and Platte County, Missouri, provide a suitable mechanism by which to implement this arrangement; 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>
008-4257-45728	Increase Revenue	54,000	
008-2810	Unappropriated Surplus		54,000
008-2810	Unappropriated Surplus	54,000	
HIDTA "High Intensity Drug Trafficking Area" 2008-2009			
008-4257	55010 - Regular Salaries		50,163
008-4257	55040 - FICA		3,837

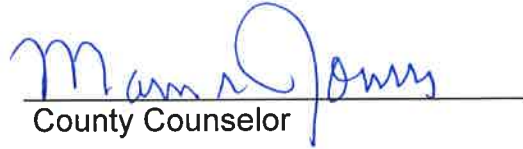
and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Memoranda of Understanding with the United States Attorney's Office for the Western District of Missouri, and Platte County, MO.

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 #3982 introduced on March 24, 2008, was duly passed on March 31, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7 Nays 0

Abstaining 0 Absent 2

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

4-1-08
Date


Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #3982.

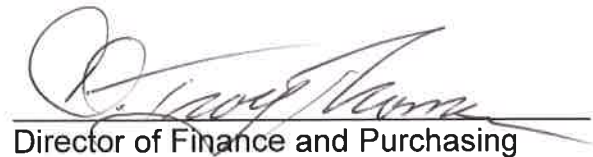
4/1/2008
Date


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
Un-Appropriated Surplus
NOT TO EXCEED: \$54,000.00

3/20/08
Date


Director of Finance and Purchasing

**MEMORANDUM OF UNDERSTANDING REGARDING THE DISBURSEMENT
HIDTA FUNDS FROM THE PLATTE COUNTY SHERIFF TO
JACKSON COUNTY, MISSOURI**

I. Memorandum of Understanding.

This Memorandum of Understanding (MOU) is made between the Platte County Sheriff (Sheriff), the fiduciary for the disbursement of the State of Missouri's HIDTA funds allocated for a financial analyst position, and the funding recipient Jackson County, Missouri (Jackson County).

II. Purpose.

The purpose of this MOU is to reimburse Jackson County for the salary of Bonnie Sue MacLeod (MacLeod) who is to be retained by the Jackson County as a financial analyst, employed part-time. MacLeod will work as a financial analyst to further prosecutions and investigations by the Jackson County aimed at combating the manufacture, importation and distribution of illegal drugs. MacLeod's part-time employment by Jackson County is in furtherance of the objectives of the Office of National Drug Control Policy (ONDCP) in awarding High Intensity Drug Trafficking Area (HIDTA) funding to law enforcement agencies in Missouri.

This MOU shall govern the reimbursement of MacLeod and no other conditions, oral or written, unless this MOU is modified through an amendment signed by the parties and MacLeod.

This MOU promotes legitimate federal and state interests. This agreement is not based on personal or political relationships or considerations, considerations of compensation, or the availability or unavailability of positions with the Sheriff or the Jackson County.

Jackson County has the affirmative responsibility to ensure that the financial analyst is performing functions within the scope of this MOU. The "duties," as described in this MOU are outlined in order to define the parameters of the work for which Jackson County is employing the financial analyst, and for which Jackson County will be reimbursed.

III. Local, State and Federal Interests.

The agreement described in this MOU has been reached to further the following interests.

MacLeod, a financial analyst for Jackson County, employed part-time, will provide additional financial analyst support for prosecutions and investigations undertaken by the Jackson County, other law enforcement agencies, state and federal prosecutors, in connection with combating the manufacture, importation and distribution of illegal drugs within Jackson County and the Western District of Missouri. Jackson County, Missouri, the jurisdiction served by the Jackson County, will benefit from this assignment because investigation and prosecution of these drug cases will enhance the capacity of the state and federal prosecutors to handle the cases, which will deter illegal drug activity that affects the citizens of Jackson County.

IV. Conduct.

MacLeod shall be subject to state and county standards, policies and procedures as applicable to Jackson County,

V. Duties.

MacLeod, as a financial analyst, shall perform the following duties and functions: The Financial Analyst will conduct complex financial audits and investigations of known narcotics traffickers and assist in the development of investigations in which drug traffickers have yet to be identified. The Financial Analyst activities will also include, but not be limited to, assisting the preparation of and service of subpoenas for records and documents, the preparation of search/seizure warrants, affidavits, and testifying or assisting in the presenting of evidence at Grand Jury, hearing and trial. In no event shall MacLeod perform a function, or be assigned a duty, that does not further the federal and state interest described above in paragraph III.

VI. Term of Assignment and this MOU.

This MOU will be for twelve months from April 1, 2008 to March 31, 2009. With the concurrence of the parties, this MOU, as expressed in a written amendment, may be extended for another term of twelve months.

VII. Detailee Evaluation.

Quarterly or anytime, if MacLeod's performance as a financial analyst becomes unsatisfactory, Jackson County may provide to the Sheriff information about the performance of MacLeod which could then terminate reimbursements and this MOU.

VIII. Salary, Expenses and Training.

MacLeod shall be compensated for her services as a part-time financial analyst, and reimbursed for expenses, by Jackson County. However, Jackson County will be reimbursed for her salary by the Sheriff per this agreement. Additional expenses must be approved in advance by Jackson County and funded by reimbursement from HIDTA through the Sheriff.

The Sheriff and Jackson County agree that the amount of the reimbursement of MacLeod's salary for a twelve month period is \$ 54,000 with no additional allotment for benefits¹. Jackson County will submit invoices regarding MacLeod's services once a month to the Sheriff. Upon receipt of the monthly invoice, and subject to pro rata reduction for "time off with-out compensation," the Sheriff or his designee, shall disburse one-twelfth of the obligated amount of \$54,000 to Jackson County. Jackson County will withhold/withdraw federal, state, and local tax consequences resulting from MacLeod's compensation.

The obligation of the Sheriff to disburse the funds to Jackson County is contingent upon HIDTA funds being disbursed to the Sheriff and Platte County. Platte County and the Sheriff shall not be obligated to compensate Jackson County from any other source other than HIDTA funds actually received by the Sheriff or Platte County. Platte County and the Sheriff, however, shall promptly notify Jackson County of any anticipated inability to disburse compensation due to unavailability of HIDTA funds.

Jackson County is in no way obligated to continue to employ or pay the financial analyst if HIDTA is unable to provide funding for the position to the Sheriff, and/or the Sheriff is unable to reimburse Jackson County. Proper notice should be provided upon termination of the funding.

IX. Leave, Time and Attendance, and Holidays.

The detailed financial analyst shall be entitled to leave and holidays as prescribed by the employing agency, or any agency to which MacLeod may be detailed.

Time and attendance records shall be maintained by the employing agency. Any other office to which the employee has been detailed shall report the employee's daily attendance to the employing agency.

¹The parties to this MOU agree, per a waiver signed by the Jackson County Executive, that monies for benefits will not be removed from this \$54,000 salary and MacLeod waives her right to any and all typical benefits from Jackson County beyond the salary.

X. Cancellation.

Either the Sheriff or the Jackson County may withdraw its participation in this MOU at any time. Such withdrawal shall require notification in writing, and provide the withdrawal's effective date. *The financial analyst's services will be immediately terminated if either party withdraws its participation in the MOU.*

XI. Effective Date.

This MOU shall be effective on the date when the last signatory has signed under Section XII.

XII. Signatures

By signing this MOU, all signatories affirm that they have read this MOU and agree to its terms, restrictions and limitations, as applicable.

Date

Bonnie Sue MacLeod
Detailee

Date

Michael Sanders
County Executive
Jackson County, Missouri

Date

Richard Anderson
Sheriff
Platte County, Missouri

Date

Betty Knight
Presiding Commissioner
Platte County, Missouri

**MEMORANDUM OF UNDERSTANDING AMONG THE UNITED STATES
ATTORNEY'S OFFICE FOR THE WESTERN DISTRICT OF MISSOURI, THE
EXECUTIVE OFFICE FOR THE UNITED STATES ATTORNEYS, AND
JACKSON COUNTY, MISSOURI**

I. Memorandum of Understanding.

This Memorandum of Understanding (MOU) is made between the United States Attorney's Office for the Western District of Missouri (USAO), the Executive Office for the United States Attorneys within the Department of Justice (EOUSA), and Jackson County, Missouri (Jackson County).

II. Purpose.

The purpose of this MOU is to detail Bonnie Sue MacLeod (MacLeod, or the Detailee, or the Financial Analyst) who is retained by Jackson County as a financial analyst, employed part-time, to the USAO pursuant to the Intergovernmental Personnel Act (IPA), 5 U.S.C. sec. 3371, *et seq.* The Detailee will work as a financial analyst to further prosecutions and investigations by the USAO aimed at combating the manufacture, importation and distribution of methamphetamine and other illegal drugs. The Detailee's assignment to the USAO is in furtherance of the objectives of the Office of National Drug Control Policy (ONDCP) in awarding High Intensity Drug Trafficking Area (HIDTA) funding to law enforcement agencies in Missouri.

This MOU shall govern the assignment of the Detailee and no other conditions, oral or written, will affect this IPA detail unless this MOU is modified through an amendment signed by the parties and the Detailee.

This MOU promotes legitimate federal and state interests. This agreement is not based on personal or political relationships or considerations, considerations of compensation, or the availability or unavailability of positions in the USAO or Jackson County.

Jackson County and the USAO have the affirmative responsibility to ensure that the detailed financial analyst is performing functions within the scope of this MOU.

III. Federal and State Interest.

The agreement described in this MOU has been reached to further the following interests.

The Detailee, financial analyst for Jackson County, employed part-time, is being detailed to the USAO to provide additional financial analyst support for prosecutions and investigations undertaken by the USAO in connection with combating the manufacture, importation and distribution of methamphetamine and other illegal drugs within the Western District of Missouri. Jackson County, Missouri, the jurisdiction herein and served by Jackson County and the USAO, will benefit from this assignment because investigation and prosecution of these drug cases will enhance the capacity of the USAO to handle the cases, which will deter illegal drug activity that affects the citizens of Jackson County.

IV. Conduct.

In addition to remaining subject to state and county standards, policies and procedures as applicable to Jackson County, for the duration of the detail, the Detailee shall also be subject to the USAO's and the Department of Justice's standards of conduct, policies and procedures, including the Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. sec 2635, *et seq.*, Federal conflict of interest laws, 18 U.S.C. secs. 207, 208 and 209, laws restricting the disclosure of certain confidential governmental information, 18 U.S.C. sec. 1905, and the Freedom of Information and Privacy Acts, 5 U.S.C. sec. 552 and sec. 552a, and political activity restrictions, 5 U.S.C. sec. 7321, *et seq.*

V. Duties.

The Detailee shall perform the following duties and functions for the duration of this detail: The Detailee shall work as a Financial Analyst, will conduct complex financial audits and investigations of known narcotics traffickers and assist in the development of investigations in which drug traffickers have yet to be identified. The Financial Analyst activities will also include, but not be limited to, assisting the preparation of and service of subpoenas for records and documents, the preparation of search/seizure warrants affidavits, and testifying or assisting in the presenting of evidence at Grand Jury, hearing and trial. In no event shall the Detailee perform a function, or be assigned a duty, that does not further the federal and state interest described above in paragraph III.

VI. Term of Assignment and this MOU.

This MOU and the detail of MacLeod to the USAO will be for twelve months from April 1, 2008 to March 31, 2009. With the concurrence of the parties, this MOU, as expressed in a written amendment, may be extended for another term of twelve months.

MacLeod has never served on an IPA agreement in the past.

VII. Detailee Evaluation.

Quarterly or anytime, if the Detailee's performance as a financial analyst becomes unsatisfactory, USAO may provide to Jackson County information about the performance of the Detailee which could then and this MOU.

VIII. Expenses and Training.

The Detailee shall be compensated for her services as a financial analyst, and reimbursed for expenses, by her employing agency.

IX. Leave, Time and Attendance, and Holidays.

Time and attendance records shall be maintained by the employing agency, however the USAO, to which the employee will be detailed, shall report the employee's daily attendance to the employing agency or elsewhere as directed.

The Detailee will perform 49 weeks of work during a 12 month period. A work week will be approximately 24 hours, except during calendar weeks that include a federal holiday; those weeks will comprise 16 hours.

X. Cancellation.

Either the USAO or Jackson County may withdraw its participation in this MOU at any time. Such withdrawal shall require notification in writing, and provide the withdrawal's effective date. *Detailee's services will be immediately terminated if USAO withdraws its participation in the MOU.*

XI. Effective Date.

This MOU shall be effective on the date when the last signatory has signed under Section XII.

XII. Signatures

By signing this MOU, all signatories affirm that they have read this MOU and agree to its terms, restrictions and limitations, as applicable.

Date

Bonnie Sue MacLeod
Detailee

Date

John F. Wood
United States Attorney for the
Western District of Missouri

Date

Ken Melson
Director of Executive Office for
the United States Attorney

Date

Michael Sanders
County Executive
Jackson County, Missouri