

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$60,000.00 from the undesignated fund balance of the 2015 General Fund in acceptance of funds from the City of Kansas City, Missouri ("the City"), and authorizing the County Executive to execute a Memorandum of Agreement with the City for the Teens in Transition Program.

ORDINANCE NO. 4728, April 27, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Teens in Transition program is part of the No Violence Alliance (NoVA) Project, a collaborative initiative between key law enforcement leaders in Kansas City, the regional administrator of probation and parole, and the U.S. Attorney's Office, to reduce violent crime in Kansas City's urban core through a mix of law enforcement and social service components; and,

WHEREAS, the Teens in Transition Program is a summer outreach project for forty juveniles identified to be in the social network of violent groups in Kansas City, Missouri; and,

WHEREAS, these juveniles will participate in a ten week summer program for approximately ten to fifteen hours per week, to provide a safe, stable, and healthy environment where the juveniles will gain the appropriate life skills training to reduce the risk of committing a violent act; and,

WHEREAS, the County is serving as the fiscal agent for this project which will run for the

period of June 2, 2015, through August 7, 2015; and,

WHEREAS, the City of Kansas City, Missouri, has submitted funds in the amount of \$60,000.00, for a portion of this project; and,

WHEREAS, the Prosecuting Attorney's Office is seeking respondents to provide life skills training for this program and will be submitting its recommendations at a later date; and,

WHEREAS, an appropriation is necessary to place these funds in the appropriate spending accounts to be available for this program; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the 2015 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Teens in Transition			
001-4105	45475 - Increase Revenues	\$60,000	
001-2810	Undesignated Fund Balance		\$60,000
001-2810	Undesignated Fund Balance	\$60,000	
001-4105	56080 – Other Professional Services		\$ 8,000
001-4105	56140 – Travel Expense		\$ 2,500
001-4105	56160 – Meeting Expense		\$ 2,500
001-4105	56790 – Other Contractual Services		\$42,000
001-4105	57010 – Office Supplies		\$ 5,000

and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that

the County Executive be and hereby is authorized to execute the attached Memorandum of Agreement with the City of Kansas City, Missouri and any other documents necessary to give effect to this Ordinance.

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 No. 4728 introduced on April 27, 2015, was duly passed on April 27, 2015 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.

4.27.15
Date


Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4728.

4-28-15
Date


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: \$60,000.00

April 15, 2015
Date


Director of Finance and Purchasing

MEMORANDUM OF AGREEMENT

This is a Memorandum of Understanding (MOU) between Jackson County, Missouri (“COUNTY”) and the City of Kansas City, Missouri (“CITY”) that outlines a joint working agreement to use all applicable regulations, statutes and compliance mechanisms to effectively reduce violence in Kansas City, Jackson County, Missouri.

WHEREAS, The “Teens in Transition Summer Program” is a cooperative effort of the Jackson County Prosecuting Attorney’s Office and the City of Kansas City, Missouri which is designed to interrupt youth violence in Kansas City, Jackson County, Missouri during the summer of 2015; and,

WHEREAS, The “Teens in Transition Summer Program” is a component of the Kansas City No Violence Alliance (KCNoVA); and,

WHEREAS, the goal of the “Teens in Transition Summer Program” is to provide a safe, stable, and healthy environment for teens to gain the appropriate life skills and to decrease their risk of engaging in acts of violence or other criminal activities; and,

WHEREAS, KCNoVA members include, in part, the Kansas City, Missouri Police Department (KCPD), the Jackson County Prosecutor’s Office (COUNTY), and the City of Kansas City, Missouri (CITY), University of Missouri-Kansas City (UMKC), and federal agencies; and,

WHEREAS, Each governing body finds that the performance of this MOA is in the best interests of all parties and that the undertaking will benefit the public; and,

WHEREAS, Each governing body agrees that the “Teens n Transition Summer Program” shall be continued under the administration and direction of the Jackson County Prosecutor’s Office, or its designee; and,

WHEREAS, funds for this agreement from the CITY shall be received on or before April 30, 2015,

NOW, THEREFORE IT IS AGREED:

Sec. 1. Responsibilities.

(a) Jackson County Prosecuting Attorney’s Office (COUNTY) shall:

- 1) Serve as the fiscal agent disbursing and allocating funds designated by the CITY for the purpose of administrating the “Teens in Transition Summer Program”.
- 2) Assign appropriate staff to assist with implementation and administration of the 2015 “Teens in Transition Summer Program”.

- 3) Establish and employ contractor(s) to provide life skills training to participants of the "Teens in Transition Summer Program" to assist in overcoming life barriers and developing transferable career and life skills.
- 4) Coordinate and collaborate with other agencies/entities (i.e. Family Court, KCPS School Resource Officer and UMKC evaluators) to provide additional support services to teen participants.
- 5) Provide the necessary documentation for reporting purposes (i.e. number of youth served, outcomes, expense report, evaluation, etc.). COUNTY shall submit reports to the CITY with the information required by the CITY in an agreed upon format within 30 days of the completion of the Teens in Transition Summer Program.
- 6) Identify high risk youth to participate in "Teens in Transition Summer Program".
- 7) Provide client advocates to provide intensive case management for the participants including individual and family counseling, transportation (bus passes), clothing and other support necessary for the success of the youth.
- 8) Provide and coordinate security services to be provided in-kind by Kansas City Police Department (KCPD).
- 9) Work with the "Teens in Transition Summer Program" to increase public awareness about the connection between drug-related activity and violent crime.

(b) City of Kansas City Missouri (CITY) shall: **pay the total sum of \$60,000 to the COUNTY to timely perform the scope of services in this Agreement on or before April 30, 2015** so the COUNTY can timely implement the "Teens in Transition Summer Program".

Sec. 2 Term. County shall timely perform all services by October 31, 2015.

Sec. 3. Records.

(a) For purposes of this Section:

- 1) "CITY" shall mean the CITY Auditor, the CITY's Internal Auditor, the CITY's Director of Human Relations, the CITY Manager, the CITY department administering this MOA and their delegates and agents.
- 2) "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this MOA and all MOA amendments and renewals.

(b) The County shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this MOA and all MOA amendments. City shall have a right to examine or audit all Records, and the County shall provide access to City, of all Records upon ten (10) days written notice from the City.

Sec. 4. Employee Eligibility Verification.

The County shall execute and submit an affidavit, in a form prescribed by CITY, affirming that the County does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). The County shall attach to the affidavit documentation sufficient to establish the County's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986.

The County may obtain additional information about E-Verify and enroll at <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES>. If the County is enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that County will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. The County shall submit the affidavit and attachments to the CITY prior to execution of the MOA, or at any point during the term of the MOA if requested by CITY.

Sec. 5. Defense and Indemnification

No party to this agreement shall assume any liability for the acts or omissions of any other party to this Agreement, its officers or employees.

Sec. 6 Termination

Any party may terminate their participation in this Agreement at any time for any reason with 30 days written notice to all other parties. If the Agreement is terminated, the County shall repay the City any funds that have not been expended for the Teens in Transition Summer Program.

Sec. 7. Miscellaneous.

By entering into this MOA, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOA shall not create any rights in any party not a signatory hereto.

Sec. 8. MOA Execution. This MOA may be executed in one or more counterparts, each of which will be deemed an original copy of this MOA and all of which, when taken together, will be deemed to constitute one and the same MOA. This MOA 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.

IN WITNESS WHEREOF, the parties hereunto set their hands on the day and year first above written.

JACKSON COUNTY, MISSOURI

APPROVED AS TO FORM:

By: _____
Michael D. Sanders
County Executive

By: _____
W. Stephen Nixon
Jackson County Counselor

CITY OF KANSAS CITY, MISSOURI
A Constitutional Charter Municipal
Corporation of the State of Missouri

By: _____
Name: _____
Title: _____

By: _____
Assistant City Attorney

Kansas City No Violence Alliance

By: _____
Name: _____
Title: _____

REVENUE CERTIFICATE

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, 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 hereby incurred.

City of Kansas City, Missouri Director of Finance

(Date)

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Jackson County, Missouri** is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Jackson County, Missouri**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2015. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date