



Office of
Mary Jo Spino
Clerk of the County Legislature

Jackson County Missouri AGENDA

Jackson County Courthouse
415 East 12th Street, 2nd floor
Kansas City, Missouri 64106
(816)881-3242

County Legislature

Scott Burnett, (1st) Chairman, Theresa Garza Ruiz, (1st AL) Vice Chairman,
Crystal Williams (2nd AL), Fred Arbanas (3rd AL), James D. Tindall (2nd),
Dennis Waits (3rd), Dan Tarwater (4th), Greg Grounds (5th), Bob Spence (6th)

Eighth Regular meeting of the Jackson County Legislature, Monday, February 24, 2014, at 2:30 PM at the Eastern Jackson County Courthouse, 308 W. Kansas, Independence, Missouri, Ground Floor, Legislative Chambers.

1 ROLL CALL

2 THE PLEDGE OF ALLEGIANCE

3 APPROVAL OF THE JOURNAL OF THE PREVIOUS MEETING

4 HEARINGS

5 COMMUNICATIONS AND REPORTS OF THE COUNTY EXECUTIVE

6 PERFECTION OF PROPOSED ORDINANCES AND REPORTS OF COMMITTEE

- 4601 AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by changing a certain 3.19 ± acre tract from District AG (Agricultural) to District RE (Residential Estates).
(Land Use Committee - 3rd. Perfection)
- 4602 AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by changing a certain 9.38 ± acre tract from District AG (Agricultural) to District RE (Residential Estates).
(Land Use Committee - 3rd. Perfection)
- 4603 AN ORDINANCE vacating a portion of an unimproved right-of-way within the subdivision "Blue Skyline Acres."
(Land Use Committee - 3rd. Perfection)
- 4606 AN ORDINANCE repealing schedule II to chapter 2, Jackson County Code, 1984, relating to the salaries of certain County employees not within the Merit System, and enacting, in lieu thereof, one new schedule relating to the same subject.
(Anti-Drug Committee - 1st. Perfection)

7 FINAL PASSAGE OF PROPOSED ORDINANCES

None.

8 RESOLUTIONS IN COMMITTEE

- 18406 A RESOLUTION opposing the legalization of marijuana for recreational or medical purposes.
(Anti-Drug Committee - 1st. Meeting)

9 CONSENT AGENDA

10 INTRODUCTION OF PROPOSED ORDINANCES AND ASSIGNMENT TO COMMITTEE

- 4607 AN ORDINANCE appropriating \$5,000.00 from the fund balance of the 2014 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute an agreement in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for Operation Ice Fall.
(Introduced by Dan Tarwater)
- 4608 AN ORDINANCE appropriating \$3,000.00 from the fund balance of the 2014 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute an agreement in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for Operation Snake Oil.
(Introduced by Dan Tarwater)
- 4609 AN ORDINANCE appropriating \$200,000.00 from unappropriated fund balance of the 2014 Grant Fund in acceptance of funds received from the Mid-America Regional Council's (MARC) Port Security Grant Program and authorizing the County Executive to execute an agreement with MARC for the design and construction of a marine storage and deployment facility.
(Introduced by James D. Tindall)

11 INTRODUCTION OF PROPOSED RESOLUTIONS AND ASSIGNMENT TO COMMITTEE

- 18409 A RESOLUTION authorizing the County Executive to execute an Intergovernmental Agreement with the Mid-America Regional Council (MARC) Solid Waste Management District, to provide access to the Regional Household Hazardous Waste Centers for the residents of the unincorporated county, at a cost to the County not to exceed \$23,244.00.
(Introduced by Theresa Garza Ruiz)
- 18410 A RESOLUTION authorizing the County Executive to execute an intergovernmental cooperative agreement with the City of Independence for the use of certain county property for civic events, at no cost to the County.
(Introduced by Bob Spence)
- 18411 A RESOLUTION transferring \$30,842.00 within the 2014 General Fund to cover cost overruns of the November 5, 2013 election incurred by the Kansas City Election Board.
(Introduced by Theresa Garza Ruiz)
- 18412 A RESOLUTION transferring \$50,000.00 within the 2014 Anti-Drug Sales Tax Fund for the Jackson County Family Court's anti-violent crime initiative.
(Introduced by Dan Tarwater)
- 18413 A RESOLUTION authorizing the County Executive to execute cooperative agreements with certain municipalities within Jackson County for the purpose of funding their 2014 Drug Abuse Resistance Education (DARE) programs, at an aggregate cost to the County not to exceed \$916,100.00.
(Introduced by Dan Tarwater)
- 18414 A RESOLUTION transferring \$45,000.00 within the 2014 Anti-Drug Sales Tax Fund to cover funding for the Sheriff's Office's 2014 Drug Abuse Resistance Education (DARE) program.
(Introduced by Dan Tarwater)

12 COUNTY EXECUTIVE ORDERS

14-04 REAPPOINTMENT TO THE LAND TRUST OF JACKSON COUNTY, MO

13 UNFINISHED BUSINESS**14 NEW BUSINESS****15 ADJOURNMENT**

The next legislative meeting is scheduled to be held on Monday, March 3, 2014 at 2:30 P.M. in the Kansas City Legislative Assembly Area.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, which are engaged in anti-drug and anti-violent crime prevention activities and purposes, at an aggregate cost to the County not to exceed \$1,276,591.00.

RESOLUTION NO. 18402, February 10, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the voters of Jackson County, Missouri, renewed the sales tax to provide funding for the fight against illegal drugs and violent crime in our community; and,

WHEREAS, the proceeds and interest generated from this tax are deposited in a special Jackson County Anti-Drug Sales Tax Trust Fund that is segregated and not commingled with the general fund or any other special funds of the County; and,

WHEREAS, the voters and the Legislature authorized the Jackson County Drug Commission, subject to approval by the Legislature, to contract with any organization or entity, whether public or private, which engages in community crime prevention activities, for the purpose of preventing drug use and drug-related offenses; and,

WHEREAS, this award was based on the Commission's recommendations after an independent review of proposals submitted by outside agencies pursuant to Request for Proposal 59-13; and,

WHEREAS, the Commission has recommended that the County Executive be authorized to execute agreements with certain outside agencies engaged in anti-drug and/or anti-violent crime prevention activities for services from January 1, 2014, to December 31, 2014; and,

WHEREAS, the execution of agreements for the services of these agencies, in the amounts indicated on the document attached hereto as Exhibit A, is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute agreements with the outside agencies listed on the attached Exhibit A, in the respective amounts indicated, in a form to be approved by the County Counselor; now therefore,

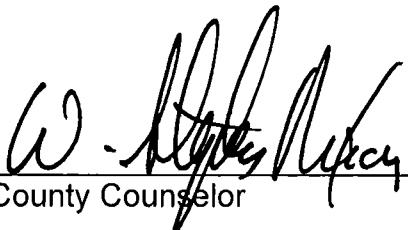
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the agreements.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18402 of February 10, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

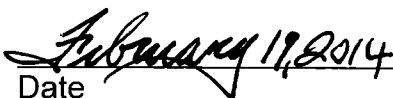
Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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: 008 4402 56005
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT Prevention
Community Crime Prevention
NOT TO EXCEED: \$1,276,591.00



Date



Director of Finance and Purchasing

Proposed Floor Amendment
February 24, 2014
EXHIBIT A

COMBAT Prevention Agency	2014 Rec
12th Street Heritage	\$76,000.00
Artists Helping the Homeless	\$12,000.00
Boys & Girls Club of Eastern Jackson County	\$95,000.00
Calvary Community Outreach	\$26,000.00
Child Protection Center,	\$28,000.00
City of Blue Springs, Campus Law Enforcement Program	\$24,000.00
Community Mediation	\$20,000.00
Comprehensive Mental Health Services, Inc.,	\$42,000.00
Connections to Success	\$26,000.00
Crittenton Children's Center,	\$28,000.00
DeLaSalle Education Center,	\$34,100.00
Eastern Jackson County Schools Collaborative	\$46,000.00
EJC Youth Court,	\$56,355.00
Emmanuel Family and Child Development Center,	\$12,000.00
First Call, Caring for Kids	\$35,000.00
First Call, VIP	\$17,000.00
Guadalupe Center, Inc.,	\$54,000.00
Housing Authority of Kansas City	\$37,000.00
Independence Youth Court,	\$83,636.00
Ivanhoe Neighborhood Council,	\$30,000.00
<u>Kansas City Care Clinic</u>	<u>\$20,000.00</u>
Kansas City Crime Commission	\$24,000.00
KC Youth Court,	\$40,000.00
Mattie Rhodes Center,	\$42,000.00
Neighborhood Housing (49/63),	\$18,000.00
NETS Development	\$12,500.00
Niles Home for Children*	\$21,000.00
Ozanam,	\$20,000.00
ReDiscover,	\$135,000.00
ReStart, Inc.	\$40,000.00
Rose Brooks Center, Inc.,	\$82,000.00
Synergy Services, Inc.	\$40,000.00
	<u>\$1,276,591.00</u>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$5,000.00 from the fund balance of the 2014 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute an agreement in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for Operation Ice Fall.

ORDINANCE NO. 4607, February 24, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the Jackson County Drug Task Force (JCETF) and the U.S. Department of Justice's Drug Enforcement Administration have formed the West Region Organized Crime Drug Enforcement Task Force (OCDETF) to conduct a joint federal drug investigation, OCDETF Case No. WC-KS-0175, Operation Ice Fall, for the period of October 1, 2013, through September 30, 2014; and,

WHEREAS, the overtime costs incurred by the JCETF for this investigation will be reimbursed by the OCDETF, in an amount not to exceed \$5,000.00; and,

WHEREAS, an appropriation is necessary to place the projected funds in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2014 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund			
Organized Crime Drug Enforcement			
008-4133	45792 - Increase Revenue	\$5,000	
008-2810	Undesignated Fund Balance		\$5,000
008-2810	Undesignated Fund Balance	\$5,000	
008-4133	55030 - Overtime		\$5,000

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute any 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. 4607 introduced on February 24, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

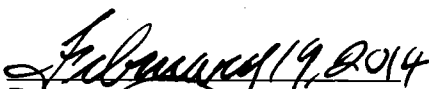
I hereby approve the attached Ordinance No. 4607.

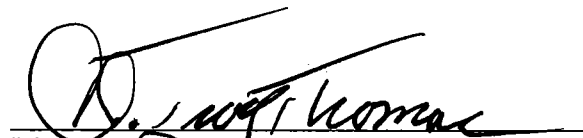
Date

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
Undesignated Fund Balance
NOT TO EXCEED: \$5,000.00


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4607

Sponsor(s): Dan Tarwater

Date: February 24, 2014

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Organized Crime Drug Enforcement Task Force, Operation Ice Fall</p>														
<p>BUDGET INFORMATION</p> <p><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>\$5,000.00</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>\$5,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number;</td><td></td></tr> <tr> <td>From Account 008-2810, Anti-Drug Sales Tax Fund – undesignated fund balance</td><td>\$5,000.00</td></tr> <tr> <td>To Account 008-4133-55030, Anti-Drug Sales Tax Fund – Organized Crime Drug Enforcement Task Force-overtime</td><td>\$5,000.00</td></tr> </table> <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:	\$5,000.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$5,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		From Account 008-2810, Anti-Drug Sales Tax Fund – undesignated fund balance	\$5,000.00	To Account 008-4133-55030, Anti-Drug Sales Tax Fund – Organized Crime Drug Enforcement Task Force-overtime	\$5,000.00
Amount authorized by this legislation this fiscal year:	\$5,000.00														
Amount previously authorized this fiscal year:															
Total amount authorized after this legislative action:	\$5,000.00														
Amount budgeted for this item * (including transfers):	\$														
Source of funding (name of fund) and account code number;															
From Account 008-2810, Anti-Drug Sales Tax Fund – undesignated fund balance	\$5,000.00														
To Account 008-4133-55030, Anti-Drug Sales Tax Fund – Organized Crime Drug Enforcement Task Force-overtime	\$5,000.00														
PRIOR LEGISLATION	<p>Prior ordinances and (date): #4542, 04/22/13</p> <p>Prior resolutions and (date): N/A</p>														
CONTACT INFORMATION	<p>RLA drafted by Danny R. Cummings, O.I.C., 816-503-4725</p>														
REQUEST SUMMARY	<p>The Jackson County Drug Task Force (JCETF) and the Drug Enforcement Administration are conducting a joint federal drug investigation. The agencies have formed an Organized Crime Drug Enforcement Task Force (OCDEF), Operation Ice Fall, for the period October 1, 2013 through September 30, 2014. As a result The JCETF will be reimbursed overtime costs by the OCDEF program associated with this investigation.</p> <p>Please appropriate \$5,000.00 from the undesignated fund balance into 008-4133:</p> <p>55030-overtime \$5,000.00</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>[Signature]</i>	Date: <i>2/12/14</i>
	Finance (Budget Approval): <i>[Signature]</i> <i>If applicable</i>	Date: <i>2/13/14</i>
	Division Manager: <i>[Signature]</i>	Date: <i>2/13/14</i>
	County Counselor's Office: <i>[Signature]</i>	Date: <i>2/13/14</i>

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 # _____
- X Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
008-2810	Anti-Drug Sales Tax Fund – Undesignated Fund Balance	\$5,000.00

- ☐ 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.

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

~~WFO~~ Res/Ord No. 4607

Budgeting



U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
West Central Region

Thomas F. Eagleton Courthouse
111 S. 10th Street, Suite 20.333
St. Louis, MO 63102

314-539-2200
Fax: 314-539-2312

Capt. Danny Cummings
Jackson County DTF
PO Box 392
Blue Springs, MO 64015

December 4, 2013

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2014

Dear Capt. Cummings:

The West Central Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Jackson County DTF under the following terms:

OCDETF Case #:	WC-KS-0175	ICEFALL
Dates of the Agreement:	10/01/2013 through 09/30/2014 (Fiscal 2014)	
Funding Amount:	\$ 5,000.00	
Sponsoring Federal Agency:	DEA	

At no time should your State or Local agency exceed the approved funding noted above.

****Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.**

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Coordinator prior to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

Law Enforcement Sensitive

OCDETF Agreement for Fiscal Year 2014

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$17,202.25 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2013). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Alan Wilson at 314-538-4750.

Very truly yours,

Richard G. Callahan
United States Attorney


Sam C. Bertolet
OCDETF Coordinator
West Central Region

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 44-6000524 *DR* DC#: N-32-
CFDA #: 16.111

Amount Requested:

\$ 5000.00

Number of Officers Listed: 15 *12 DR*

From: 10/01/2013
Beginning Date of Agreement

To: 09/30/2014
Ending Date of Agreement

State or Local Agency

Narcotics Supervisor: Capt. Danny Cummings

Telephone Number: 816-503-4725

E-mail Address: dcummings@jcdtf.com

Fax # (if applicable): 816-224-3360

OCDETF Investigation / Strategic Initiative

Number: WC-KS-175

Operation Ice Fall

Federal Agency Investigation

Number: IE-13-0021/YNA2B

State or Local Agency Name and Address:

Jackson County Drug Task Force

P.O. Box 392

Blue Springs, MO 64015

Sponsoring Federal Agency

Group/Squad Supervisor: Erik Smith

Telephone Number: 913-951-4072

E-mail Address: exsmith@dea.usdoj.gov

Sponsoring Federal Agency(ies):

DEA

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Randy Ellis

Telephone Number: 816-655-3784

E-mail Address: rellis@jcdtf.com

Fax # (if applicable): 816-224-3360

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2014.
1. No individual Agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.
6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.
13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.
14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.
17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.
19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.
22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

- This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Approved By: Danny Cummings Captain 11-7-13
Authorized State or Local Official Title Date

Approved By: Alan Wilson, OCDETF Coordinator 11/25/13
Sponsoring Agency Regional OCDETF Coordinator Date

Funds Certified: _____

OCDETF Executive Office _____ *Date* _____

Agreement (FY14), Page 5

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE
PROGRAMS

State or Local Agency: **Jackson County Drug Task Force**

OCDETF Investigation / Strategic Initiative Number: **WC-KS-175, IE-13-0021/YNA3B**

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Gary Eugene Tucker	Sgt.	01/09/1967
2.	Randy Ellis	Sgt.	08/08/1959
3.	Brian Eugene Draveling	Detective	09/30/1975
4.	Wendy Nichole Winans	Detective	11/08/1975
5.	Kirk Anthony Beeman	Detective	08/13/1968
6.	Chris Stephen Kesler	Detective	01/31/1982
7.	Nicole Marie Walters	Detective	05/21/1978
8.	Keegan Michael Hughes	Detective	10/26/1980
9.	Dan Mark Curby	Detective	09/24/1956
10.	Doug Alan Blodgett	Detective	03/15/1979
11.	Eric William Burchfield	Detective	03/15/1973
12.	Robert Scott Romey	Detective	10/12/1974

Addendum A

Definition of "Full-Time Participation" Exemption

The "full-time" rule states:

Officers assigned to OCDETF investigations are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the investigation and the parent State or local agency must pay the base salary of these officers.

In paragraph (9) of the Agreement approval section, there is an exception allowed for the "State or local officers unable to be assigned to an OCDETF investigation on a full-time basis" and an exception is granted by the OCDETF coordination group.

To be in compliance with these directives the State and local agencies must make a significant contribution of base salary (regular time) to the OCDETF investigation. The lead State and local officers should work 40 hours per week regular time.

However, given the size of narcotics units in most of the departments in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands:

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE
West Central Region
Policy on Overtime Reimbursement

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

Any Other Exceptions or Justifications

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

Name: Jackson County	
Address: 415 E. 120 th St., Suite 105, Kansas City, MO 64106	
Taxpayer ID Number: 44-6000524	
Contact Person Name: Sara Matthes	Telephone Number: 816-881-3454

FINANCIAL INSTITUTION INFORMATION

Bank Name: Bank of America
Nine-Digit ABA Routing Transit Number: 081000032
Depositor Account Number: 012061904220
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$3,000.00 from the fund balance of the 2014 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute an agreement in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for Operation Snake Oil.

ORDINANCE NO. 4608, February 24, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the Jackson County Drug Task Force (JCETF) and the U.S. Department of Justice's Drug Enforcement Administration have formed the West Region Organized Crime Drug Enforcement Task Force (OCETF) to conduct a joint federal drug investigation, OCETF Case No. WC-MOW-0286, Operation Snake Oil, for the period of October 1, 2013, through September 30, 2014; and,

WHEREAS, the overtime costs incurred by the JCETF for this investigation will be reimbursed by the OCETF, in an amount not to exceed \$3,000.00; and,

WHEREAS, an appropriation is necessary to place the projected funds in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2014 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund			
Organized Crime Drug Enforcement			
008-4133	45792 - Increase Revenue	\$3,000	
008-2810	Undesignated Fund Balance		\$3,000
008-2810	Undesignated Fund Balance	\$3,000	
008-4133	55030 - Overtime		\$3,000


BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute any 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. 4608 introduced on February 24, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4608.

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
Undesignated Fund Balance
NOT TO EXCEED: \$3,000.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4608

Sponsor(s): Dan Tarwater

Date: February 24, 2014

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Organized Crime Drug Enforcement Task Force, Operation Snake Oil</p>														
<p>BUDGET INFORMATION</p> <p><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>\$3,000.00</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>\$3,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number;</td><td></td></tr> <tr> <td>From Account 008-2810, Anti-Drug Sales Tax Fund – undesignated fund balance</td><td>\$3,000.00</td></tr> <tr> <td>To Account 008-4133-55030, Anti-Drug Sales Tax Fund – Organized Crime Drug Enforcement Task Force-overtime</td><td>\$3,000.00</td></tr> </table> <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:	\$3,000.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$3,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		From Account 008-2810, Anti-Drug Sales Tax Fund – undesignated fund balance	\$3,000.00	To Account 008-4133-55030, Anti-Drug Sales Tax Fund – Organized Crime Drug Enforcement Task Force-overtime	\$3,000.00
Amount authorized by this legislation this fiscal year:	\$3,000.00														
Amount previously authorized this fiscal year:															
Total amount authorized after this legislative action:	\$3,000.00														
Amount budgeted for this item * (including transfers):	\$														
Source of funding (name of fund) and account code number;															
From Account 008-2810, Anti-Drug Sales Tax Fund – undesignated fund balance	\$3,000.00														
To Account 008-4133-55030, Anti-Drug Sales Tax Fund – Organized Crime Drug Enforcement Task Force-overtime	\$3,000.00														
PRIOR LEGISLATION	<p>Prior ordinances and (date): N/A</p> <p>Prior resolutions and (date): N/A</p>														
CONTACT INFORMATION	<p>RLA drafted by Danny R. Cummings, O.I.C., 816-503-4725</p>														
REQUEST SUMMARY	<p>The Jackson County Drug Task Force (JCDTF) and the Drug Enforcement Administration are conducting a joint federal drug investigation. The agencies have formed an Organized Crime Drug Enforcement Task Force (OCDETF), Operation Snake Oil, for the period October 1, 2013 through September 30, 2014. As a result The JCDTF will be reimbursed overtime costs by the OCDETF program associated with this investigation.</p> <p>Please appropriate \$3,000.00 from the undesignated fund balance into 008-4133:</p> <p>55030-overtime \$3,000.00</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>[Signature]</i>	Date: <i>2/12/14</i>
	Finance (Budget Approval): <i>[Signature]</i> <i>If applicable</i>	Date: <i>2/13/14</i>
	Division Manager: <i>[Signature]</i>	Date: <i>2/13/14</i>
	County Counselor's Office: <i>[Signature]</i>	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 # _____
- X Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
008-2810	Anti-Drug Sales Tax Fund – Undesignated Fund Balance	\$3,000.00

- ☐ 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.

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

Res/Ord No. 4608

Department / Division	Character/Description	From	To
008 - Anti-Drug Sales Tax Fund			
4133 - OCDETF	45792 - Increase Revenues	3,000	
2810	Undesignated Fund Balance		3,000
2810	Undesignated Fund Balance	3,000	
4133 - OCDETF	55030 - Overtime		3,000
	Total	3,000	3,000

Law Enforcement Sensitive



U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
West Central Region

Thomas F. Eagleton Courthouse
111 S. 10th Street, Suite 20.333
St. Louis, MO 63102

314-539-2200
Fax: 314-539-2312

Capt. Danny Cummings
Jackson County DTF
PO Box 392
Blue Springs, MO 64015

November 26, 2013

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2014

Dear Capt. Cummings:

The West Central Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Jackson County DTF under the following terms:

OCDETF Case #:	WC-MOW-0286	SNAKE OIL
Dates of the Agreement:	10/01/2013 through 09/30/2014 (Fiscal 2014)	
Funding Amount:	\$ 3,000.00	
Sponsoring Federal Agency:	DEA	

At no time should your State or Local agency exceed the approved funding noted above.

****Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.**

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Coordinator **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

Law Enforcement Sensitive

OCDETF Agreement for Fiscal Year 2014

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$17,202.25 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2013). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Alan Wilson at 314-538-4750.

Very truly yours,

Richard G. Callahan
United States Attorney



Sam C. Bertolet
OCDETF Coordinator
West Central Region

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 44-6000524
 CFDA #: 16.111

DC#: N-32-

Amount Requested:

\$ 3000.00

Number of Officers Listed: 13

From: 10/01/2013

Beginning Date of Agreement

To: 09/30/2014

Ending Date of Agreement

State or Local Agency

Narcotics Supervisor: Capt. Danny Cummings

Telephone Number: 816-503-4725

E-mail Address: dcummings@jcdtf.com

Fax # (if applicable): 816-224-3360

OCDETF Investigation / Strategic Initiative
 Number: WCMOW-286

Federal Agency Investigation

Number: IE-13-2009/YNM6B

State or Local Agency Name and Address:

Jackson County Drug Task Force

P.O. Box 392

Blue Springs, MO 64015

Sponsoring Federal Agency

Group/Squad Supervisor: John Schrock

Telephone Number: 913-951-4114

E-mail Address: John.r.shrock@usdoj.gov

Sponsoring Federal Agency(ies):

DEA

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Randy Ellis

Telephone Number: 816-503-4711

E-mail Address: rellis@jcdtf.com

Fax # (if applicable): 816-224-3360

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2014.
1. No individual Agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.
6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.
13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.
14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.
17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.
19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.
22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: Danny Cummings Captain 10/22/13
Authorized State or Local Official Title Date

Approved By: James P. Shroba, Acting SAC ASAC 10/29/13
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Approved By: Alan Wilson, OCDETF Coordinator 11/5/13
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: Sam Bertolet 11/26/13
Assistant United States Attorney Regional OCDETF Coordinator Date

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: OCDETF Executive Office Date

Approving Official: OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE
PROGRAMS

State or Local Agency: Jackson County Drug Task Force

OCDETF Investigation / Strategic Initiative Number: WCMOW-286, IE-13-2009/YNM6B

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Gary Eugene Tucker	Sgt.	01/09/1967
2.	Roger Denton •	Detective	03/09/1952
3.	Brian Eugene Draveling	Detective	09/30/1975
4.	Wendy Nichole Winans	Detective	11/08/1975
5.	Randy Ellis	Sgt.	08/18/1959
6.	Chris Stephen Kesler	Detective	01/31/1982
7.	Nicole Marie Walters	Detective	05/21/1978
8.	Aaron Stone	Detective	03/05/1982
9.	Keegan Michael Hughes	Detective	10/26/1980
10.	Dan Mark Curby	Detective	09/24/1956
11.	Doug Alan Blodgett	Detective	03/15/1979
12.	Eric William Burchfield	Detective	03/15/1973
13.	Robert Scott Romey	Detective	10/12/1974

Addendum A

Definition of "Full-Time Participation" Exemption

The "full-time" rule states:

Officers assigned to OCDETF investigations are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the investigation and the parent State or local agency must pay the base salary of these officers.

In paragraph (9) of the Agreement approval section, there is an exception allowed for the "State or local officers unable to be assigned to an OCDETF investigation on a full-time basis" and an exception is granted by the OCDETF coordination group.

To be in compliance with these directives the State and local agencies must make a significant contribution of base salary (regular time) to the OCDETF investigation. The lead State and local officers should work 40 hours per week regular time.

However, given the size of narcotics units in most of the departments in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands:

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE West Central Region Policy on Overtime Reimbursement

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

Any Other Exceptions or Justifications

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

Name: Jackson County	
Address: 415 E. 120 th St., Suite 105, Kansas City, MO 64106	
Taxpayer ID Number: 44-6000524	
Contact Person Name: Sara Matthes	Telephone Number: 816-881-3454

FINANCIAL INSTITUTION INFORMATION

Bank Name: Bank of America
Nine-Digit ABA Routing Transit Number: 081000032
Depositor Account Number: 012061904220
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$200,000.00 from unappropriated fund balance of the 2014 Grant Fund in acceptance of funds received from the Mid-America Regional Council's (MARC) Port Security Grant Program and authorizing the County Executive to execute an agreement with MARC for the design and construction of a marine storage and deployment facility.

ORDINANCE NO. 4609, February 24, 2014

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the Mid-America Regional Council (MARC) has been awarded grant funds for the Port Security Grant Program to support projects that increase port security; and,

WHEREAS, MARC desires to enter into an agreement with the County to design and construct a marine storage and deployment facility located at 4001 NE Lakewood Way, Lee's Summit, MO, to meet a critical need for a storage facility located in close proximity to the Missouri River to conduct routine law enforcement patrol and emergency response missions; and,

WHEREAS, as part of this agreement, MARC will provide to the County \$200,000.00 of its grant funds and in exchange the County will design and construct a basic three-bay marine storage facility; and,

WHEREAS, this facility will be used to deploy maritime assets to protect and respond to events involving critical infrastructure and waterway incidents as part of a larger initiative to decrease the risk to critical infrastructure along the Port of Kansas City

waterways; and,

WHEREAS, execution of the attached agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the fund balance of the 2014 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Joint River Force Marine Storage			
010-4261	42427 – Increase Revenues	\$200,000	
010-2810	Undesignated Fund Balance		\$200,000
010-2810	Undesignated Fund Balance	\$200,000	
010-4261	56790 – Other Contractual Services		\$200,000

and,

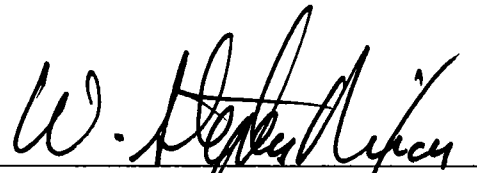
BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Joint River Force Marine Storage and Deployment Facility Agreement.

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. 4609 introduced on February 24, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

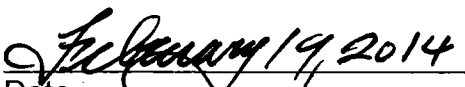
I hereby approve the attached Ordinance No. 4609.

Date


Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$200,000.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4609

Sponsor(s): James D. Tindall

Date: February 24, 2014

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: MARC desires to enter into an sub-recipient agreement with the County to design and construct a marine storage & deployment facility located at 4001 NE Lakewood Way, Lee's Summit, Missouri. The parties agree that the project will be allocated Port Security Grant Program funding not to exceed \$200,000.00 . Port</p>												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$200,000.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$200,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: 010-2810</td><td>\$200,000.00</td></tr> <tr> <td>To: 010-4261-56790</td><td>\$200,000.00</td></tr> </table> <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)</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$200,000.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$200,000.00	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM: 010-2810	\$200,000.00	To: 010-4261-56790	\$200,000.00
Amount authorized by this legislation this fiscal year:	\$200,000.00												
Amount previously authorized this fiscal year:	\$0												
Total amount authorized after this legislative action:	\$200,000.00												
Amount budgeted for this item * (including transfers):	\$0												
Source of funding (name of fund) and account code number; FROM: 010-2810	\$200,000.00												
To: 010-4261-56790	\$200,000.00												
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): None</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Capt. R. Richberg, Commander, 524-4302</p>												
REQUEST SUMMARY	<p>The parties agree that the project will be allocated Port Security Grant Program funding not to exceed \$200,000.00. The County plans to procure contract services to design and construct a storage facility from which to deploy maritime assets to protect and respond to events involving critical infrastructure and waterway incidents. The term of the grant is January 1st, 2014 to July 31st, 2014.</p>												
	<p><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)</p>												
ATTACHMENTS	<p>Joint River Force Marine Storage & Deployment Facility Agreement</p>												

REVIEW	Department Director: <i>[Signature]</i>	Date: <i>2/14/2014</i>
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: <i>2/17/14</i>
	Division Manager: <i>[Signature]</i>	Date: <i>2/17/14</i>
	County Counselor's Office:	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 appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund Undesignated fund balance	\$200,000.00

- ☐ 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.

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

Res/Ord No. 4609

Bydgeting

JOINT RIVER FORCE MARINE STORAGE & DEPLOYMENT FACILITY
AGREEMENT

This Joint River Force Marine Storage & Deployment Facility Agreement ("Agreement") is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and Jackson County, Missouri, hereinafter referred to as "the County" and is effective this ____ day of _____, 2014.

WITNESSETH:

WHEREAS, MARC desires to enter into an sub-recipient agreement with the County to design and construct a marine storage & deployment facility located at 4001 NE Lakewood Way, Lee's Summit, Missouri to meet a critical need for a storage facility located in close proximity to the Missouri River to conduct routine law enforcement patrol and emergency response missions, hereinafter referred to as the "Project"; and

WHEREAS, the Mid-America Regional Council has been awarded grant funding through the FY 2011 Port Security Grant Program (CFDA# 97.056) to support projects that increase port security; and

WHEREAS, the Mid-America Regional Council will provide administrative and coordinative services associated with the Area Maritime Security Committee's Port Security grant initiatives on behalf of the County and its mutual aid partners; and

WHEREAS, the County plans to procure contract services to design and construct a storage facility from which to deploy maritime assets to protect and respond to events involving critical infrastructure and waterway incidents; and

WHEREAS, this investment is part of a larger initiative to decrease risk to critical infrastructure along the Port of Kansas City waterways; and

WHEREAS, the parties to this agreement have determined that their cooperative effort will be a benefit to the public's health, safety, and welfare.

WHEREAS, the parties agree that the project will be allocated Port Security Grant Program funding not to exceed \$200,000. In exchange for these funds, the County will design and construct a basic three-bay storage facility that will allow quicker access to the river for immediate tactical law enforcement response in accordance with the project design that has received Environmental and Historic Preservation approval from the Federal Emergency Management Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **SCOPE OF WORK**

The County shall manage the performance and accomplish in a manner satisfactory to both parties the tasks described in ATTACHMENT A (the "Work"), which are incorporated

herein by reference. The County shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

2. **TIME OF PERFORMANCE**

- A. Term – The County and its subcontractors shall begin performing the Work on or prior January 1, 2014 and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein by July 31, 2014.
- B. Extension of Term - The timeframe for the completion of the Project under this Agreement may be extended at MARC's sole discretion upon request by the County. Any request for an extension of time to complete the Project shall be made in writing to MARC. The County shall provide to MARC, upon request, documentation to substantiate the justification for additional time needed to complete the Project. MARC shall provide the County with written notice of its decision within fifteen (15) days of the date that MARC received the written extension request. MARC must comply with the federal requirements on the grant term limits; as such, additional extensions to the timeline for this project are unlikely to be approved.

3. **COMPENSATION**

Maximum Obligation - During the term of this Agreement, the compensation paid by MARC to the County for all Work specified herein relating to the Project shall not to exceed \$200,000. MARC shall be entitled to deduct and setoff against all compensation that may otherwise become due under this Agreement the sums paid by MARC to cure or correct any of the County's defaults.

A. Method and Time of Payment - Payment shall be made in the following manner:

- (i) This is a reimbursement agreement. The County is obligated to complete the construction of the marine storage facility project. Following final acceptance of the storage facility the County shall submit an invoice to MARC for work completed on the Project. The invoice shall (a) provide an itemization of Work performed and material costs, (b) indicate the total amount charged for each Service, and (c) the County shall provide a summary of all other direct and indirect costs incurred by the County that pass to MARC pursuant to the terms of this Agreement. The invoice will be based on actual cost incurred.
- (ii) MARC shall reimburse the County within forty-five (45) calendar days after the receipt of the invoice.
- (iii) The County shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

- (iv) The County will provide MARC with documentation on the purchasing process used to select vendors for the Project. The County is required to follow competitive procurement processes or document reasons for selecting a sole source contract.

- (v) There is no cash match requirement for the Project.

B. Compensation After Termination - In the event that this Agreement is terminated as provided below, the County shall be compensated for all Work rendered as outlined in Attachment A and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The County and any of its subcontractors, agents and legal representatives agree to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

4. CHANGES AND ADDITIONAL WORK

This Agreement constitutes the entire agreement between MARC and the County and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement MARC, by written notice to the County, may modify the scope of the Work to be furnished by the County under this Agreement. If such modification causes an increase or decrease in the amount of Work to be provided by the County or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to the County.

5. TERMINATION

- A. The parties reserve the right to terminate this Agreement at any time with or without cause by giving the other party advance written notice of such termination.
- B. In the event of any such termination, the County shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the County under this Agreement.

6. ASSIGNMENT

The County's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the County from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Work covered by this Agreement shall be subcontracted without the prior written approval of MARC.

7. INDEPENDENT CONTRACTOR

The County will act as an independent contractor in the performance of the Work under this Agreement. The County shall have ultimate decision-making authority as to the equipment

procured using the funds provided by MARC pursuant to this agreement.

8. **PROHIBITED INTERESTS**

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

9. **CONFLICTS OF INTEREST**

A. The County hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the County's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the County agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.

B. The County covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Work under this Agreement, including the submission of impartial reports and recommendations.

10. **INSURANCE**

A. The County is self-insured for claims for damages for personal injury or death, and for damages to property, arising from the intentional and negligent acts, errors or omissions of the County and its members in the performance of the Project Plan tasks covered by this Agreement.

B. As between the County and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Project Plan tasks under this Agreement.

11. **FEDERAL AND STATE TERMS AND CONDITIONS**

A. This Agreement shall be subject to all applicable Federal Terms and Conditions provided in ATTACHMENT B attached hereto and incorporated herein by reference.

B. The County will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), as supplemented in Department of Labor regulations (29 CFR Part 3) regarding labor standards for federally-assisted construction sub-agreements.

C. The County will comply with federal environmental review and historic preservation (EHP) requirements prior to initiating construction activity. The requirements for this review are outlined by the Federal Emergency Management Agency at <http://www.fema.gov/plan/ehp/ehpreview/index.shtm>. EHP approval was obtained for this project in July 2012. The County will ensure all standard and special conditions of the EHP approval are met as follows:

- (i) Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- (ii) This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
- (iii) If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

D. Specific Requirements under the Port Security Grant Program: The County agrees that all allocations and use of funds for this Project will be in accordance with the Fiscal Year (FY) 2011 Port Security Grant program guidance and application kit, (http://www.fema.gov/pdf/government/grant/2011/fy11_psgp_kit.pdf), including the following:

- (i) Grant recipients must follow the Federal Acquisition Regulations implementing the Buy American Act, 48 CFR Part 25 - all supplies and construction materials purchased be produced in the United States, unless such materials are not reasonably available, or such a purchase would not be in the public interest.
- (ii) Disadvantaged Business Requirement - Applicants are advised that, to the extent that recipients of a grant use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

When practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

E. Reporting and Monitoring Requirements

- (i) The County agrees to provide MARC with its OMB Circular A-133 Audit Reports (if required) along with other annual reports on the status and use of the marine storage facility. MARC will provide a reporting form for County use and provide adequate time prior to the reporting deadline for the County to compile and submit the necessary information. The County shall permit monitoring by MARC, DHS, the Coast Guard or other appropriate federal agency representatives, and comply with such reporting procedures as may be

established by DHS, the Coast Guard or MARC. The County shall maintain all related records for at least five (5) years following notification by MARC of the Federal closure of the grant. Record retention is required for purposes of Federal examination and audit. Records may be retained in an automated format. Although information will be provided to MARC by the County, MARC has no obligation [or right] to maintain or repair the marine storage facility or ensure that they are used safely or properly.

- (ii) MARC has the obligation under Federal Funding Accountability and Transparency Act of 2006 to report the names and total compensation of each of the sub-recipients under this award for the preceding fiscal year if the sub-recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act; and \$25 million or more in annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act. The County agrees to notify MARC if it meets the conditions above and will provide to MARC required information for reporting purposes.

F. Real Property, Title & Disposition

Title to the marine storage facility will vest upon completion of construction by the County. Except as otherwise provided by Federal statutes, the marine storage facility will be used for the originally authorized purposes as long as needed for that purpose, and neither MARC nor the County shall not dispose of or encumber its title or other interests. When the marine storage facility is no longer needed for the originally authorized purpose, the County will request disposition instructions from MARC. The instructions will provide for one of the following alternatives: Retention of Title, Sale of Property or Transfer of Title. Records must be maintained regarding ultimate disposition of the marine storage facility. See 44 CFR Part 13.31 <http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/pdf/CFR-2008-title44-vol1-sec13-32.pdf>

G. Non-Supplanting Certification

The County affirms that the federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. The County may be required to supply documentation certifying that the reduction in non-federal resources occurred for reasons other than the receipt of federal funds.

12. **LIABILITY**

The County shall take necessary steps to insure or protect itself, its personnel, and equipment, and to comply with all applicable local, state and federal laws or other governmental requirements regarding ownership or use of the marine storage facility, including, without limitation, all safety and security standards. MARC, not being the manufacturer of the marine storage facility, has no responsibility with respect to the marine storage facility or any use thereof, or any accidents or claims relating thereto. MARC makes no representations or warranties, express or implied, regarding the facility, whether arising

by operation of law or otherwise, and expressly disclaims any and all warranties of merchantability, of fitness for a particular purpose of use, of non-infringement, of title, condition, quality or workmanship, or in any other respect. In no event shall MARC be liable to the County for any indirect, incidental, consequential, special, and exemplary or punitive damages.

13. **INDEMNIFICATION**

The County expressly agrees to the extent permitted by law, to defend, indemnify, and hold and save harmless MARC, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to (i) a breach of this Agreement by the County, (ii) the Services provided under this Agreement by the County or arising from any act or omission of the County or of any employee or agent of the County; or (iii) infringement or misappropriation or allegation of infringement or misappropriation of any patent, copyright, trade secret, trademark or other proprietary right of any third party relating to any deliverable provided or service performed by the County.

14. **REPORT OF LOSS OR EXPIRATION**

The County agrees to notify MARC within ten (10) working days of the loss, damage or expiration of the marine storage facility provided through this Agreement. The County understands that neither MARC nor state or federal agencies are able to replace items lost, damaged or expired.

15. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION**

MARC, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 (e.g., sub-awards to sub-recipients). The County hereby agrees to provide MARC with a copy of the signed Certificate Regarding Debarment and Suspension, attached hereto as ATTACHMENT C and incorporated herein by reference, to ensure that these federal rules are followed.

16. **E-VERIFY**

The County shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and laws regulating immigration and the verification of eligibility for employment of persons. All contractors and sub-contractors with contract amounts in excess of \$3,000 on federally-funded projects are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Compliance with any such requirements is required under this Agreement and any subcontracts permitted hereunder. The County shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. The County affirmatively states that it is not knowingly in violation of Executive Order 12989 and the

Federal Acquisition Regulation (FAR) E-Verify Clause 48 CFR 52.222-54 and shall not henceforth be in such violation. The County further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the County's employees are lawfully present in the United States. Failure of the County to comply with this requirement shall be grounds for termination for default. County hereby agrees to provide MARC with a copy of the signed Employee Eligibility Verification Affidavit, attached hereto as ATTACHMENT D and incorporated herein by reference, to ensure that these federal and state rules are followed.

17. **ANTI-LOBBYING**

The County shall be responsible for ensuring compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. The County hereby agrees to provide MARC with a copy of the signed Anti-Lobbying Certificate, attached hereto as ATTACHMENT E and incorporated herein by reference, to ensure that these federal and state rules are followed.

18. **DEFAULT**

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

19. **GOVERNING LAW**

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

20. **NOTICES**

Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to the County. All compensation and written notices to the County shall be considered to be properly given if mailed, delivered in person or transmitted by facsimile machine to:

Colonel Ben Kenney
Jackson County Sheriff's Office
3310 NE Rennau
Lee's Summit, MO 64064
Phone (816) 524-4302
bkenney@jacksongov.org

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, or transmitted by facsimile machine to:

Ms. Erin Lynch
Emergency Services & Homeland Security Program Director
Mid-America Regional Council
600 Broadway, Suite 300
Kansas City, Missouri 64105-1554
Phone (816) 701-8390
FAX (816) 421-7758

21. **ENTIRE AGREEMENT**

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

22. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

23. **ATTACHMENTS**

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference.

Attachment A: Scope of Work
Attachment B: Federal Terms and Conditions
Attachment C: Certificate Regarding Debarment and Suspension
Attachment D: Employee Eligibility Verification Affidavit
Attachment E: Anti-Lobbying Certificate

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

**MID-AMERICA REGIONAL
COUNCIL**

JACKSON COUNTY, MISSOURI

By:

David A. Warm
Executive Director

Michael D. Sanders
County Executive

Michael Sharp
Jackson County Sheriff

Date:

"MARC"

Date:

"COUNTY"

APPROVED TO FORM:

W. Stephen Nixon
County Counselor

Mary Jo Spino
Clerk of the Legislature

Attachment A
Scope of Work

Summary Statement

Through this project a new marine storage & deployment facility will be constructed at 4001 NE Lakewood Way, Lee's Summit, Missouri. The building will be a single-story, metal structure, and approximately 65' wide x 60' deep and 3,900 square feet with a concrete floor, water and electricity. It will be located on the property of Jackson County Sheriff's Office new General Headquarters.

The Port of Kansas City is an unusual port environment due to its size and composition and distance from any other high-risk ports. It is home to the second largest rail hub in the U.S. Twenty significant bridges considered vital to the Nation's infrastructure span the port. These bridges handle rail, motor vehicle traffic, and carry a variety of infrastructure such as pipelines and fiber optic cabling. Many aspects of protection and response are limited by a lack of capacity to deploy emergency responders and approach from the waterway. This facility will be constructed downstream of the Port's urban core in Jackson County, Missouri. The building will house port assets such as water vessels and trailers and towing vehicles. It also may be utilized for a training area prior to accessing the river. In addition to serving as a strategic storage area this facility may also provide adequate accommodation to serve as a small, temporary morgue site.

Major Project Milestones:

1. Jackson County, Missouri, Jackson County Sheriff's Office will procure services of a vendor(s) to make improvements detailed above. The County will use their own procurement regulations provided that the procurement regulations conform to applicable federal law and the standards identified in the Procurement Standards Sections of Grant Common Rule (Code of Federal Regulations (44 CFR Part 13).
 - a. At a minimum, the County shall meet the following procurement standards:
 - i. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
 - ii. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Any goods and services procured from any of the vendors listed on the state for federal suspension or debarment list will not be reimbursed. Please consult with the following source in procurement decisions: the Federal list of Vendors under Suspension/Debarment: <https://www.sam.gov>
2. Design, Site Preparation, Construction and Installation: The County will manage Project through design, site preparation, construction and installation phase per its agreement with selected vendor(s). The County will provide MARC with monthly updates as the Project progresses. The County will also notify MARC of any delays in this phase that will impact

Project period. Prior to initiating site preparation or construction, the County will confirm that it has reviewed and complied with federal Environmental and Historic Preservation Review requirements. During the construction the County will conduct on-site field inspections and continuously monitor contractor compliance with all project requirements. This monitoring may be done utilizing a vendor selected by the County so long as the County verifies compliance.

3. Inspection, Final Report and Reimbursement: When the County completes the Project; a representative of the Area Maritime Security Committee (or designee) will make a site visit to ensure the Project conforms to the initial Port Grant application and to confirm Project completion. MARC will reimburse the County for Project costs not to exceed \$200,000 following this site visit and receipt of invoice. The County will provide to MARC an invoice and documentation to include a copy of the original paid invoice(s), a copy of proof of payment of invoices (i.e. check copy or proof of electronic funds transfer), and any other documentation required to support the purchase.

Project Period:

This project is expected to be completed by July 31, 2014.

The County is responsible for communicating any anticipated delays in the project schedule that impact the ability to meet this timeframe to MARC as soon as practicable.

Attachment B

Federal Terms and Conditions

1) **NONDISCRIMINATION (49 CFR Part 21).** During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest, agrees as follows:

A. COUNTY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

B. COUNTY, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of subconsultants, including procurement of materials and leases of equipment. COUNTY shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

C. In all solicitations, whether by competitive bidding or negotiation, made by the COUNTY for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the COUNTY of the COUNTY's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

D. The COUNTY shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the COUNTY shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

E. In the event of the COUNTY's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (i) Withholding of payments to the COUNTY under the Agreement until the COUNTY complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. The COUNTY shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The COUNTY shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the COUNTY becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the COUNTY may request MARC to enter into such litigation to protect the interests of MARC.

2) **AMERICANS WITH DISABILITIES ACT.** COUNTY shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, COUNTY shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

3) **AFFIRMATIVE ACTION IN EMPLOYMENT.** The

COUNTY shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and also agrees as follows:

A. The COUNTY will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The COUNTY agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

B. The COUNTY agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of the COUNTY's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.

D. The COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the COUNTY's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The COUNTY will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the COUNTY is bound by the terms of the Act, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The COUNTY will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The COUNTY will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

4) **EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b)).** During the performance of this Agreement, the COUNTY agrees as follows:

A. The COUNTY will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The COUNTY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The COUNTY will, in all solicitations or advertisements for employees placed by or on behalf of the COUNTY, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex or national origin.

C. The COUNTY will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the COUNTY's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The COUNTY shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

E. The COUNTY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by MARC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the COUNTY's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the COUNTY may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by

rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The COUNTY will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The COUNTY will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the COUNTY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the COUNTY may request MARC to enter into such litigation to protect the interests of MARC.

5) PROHIBITION AGAINST SUBSTANCE ABUSE.

The COUNTY shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

6) LOBBYING. The COUNTY hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the COUNTY, to any person to influence an officer or employee of any federal agency or federal elected official. The COUNTY will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

Attachment C
Certificate Regarding Debarment and Suspension

The County hereby certifies to the best of its knowledge and belief that it and its principals, affiliates and approved subcontractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three (3) year period preceding the date of the Agreement been convicted of or had a civil judgment rendered against them for commission of (i) fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, (ii) a violation of Federal or State antitrust statutes, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three (3) year period preceding the date of the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

In the event the County is unable to certify to any of the statements in this certification, the County shall attach an explanation to this certification that must be approved in writing by MARC prior to the commencement of the Agreement.

Jackson County, Missouri

By: _____

Date: _____

Attachment D**Employee Eligibility Verification Affidavit**

AFFIDAVIT OF COMPLIANCE WITH EXECUTIVE ORDER 12989 and Federal Acquisition Regulation (FAR) E-Verify Clause 48 CFR 52.222-54 for contracts over \$3,000.00

STATE OF _____)
) ss.
 COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____. State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company) a _____ (Type of business) and after being duly sworn did depose and say:

1. That said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That the said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The term used in this affidavit shall have the meaning set forth in Executive Order 12989 and Federal Acquisition Regulation (FAR) E-Verify Clause 48 CFR 52.222-54.

Documentation of participation in a federal work authorization program is attached to this affidavit.

 Signature

 Name

Subscribed and sworn to before me this _____ day of _____, _____.

 Notary Public

My commission expires:

Attachment E

Anti-Lobbying Certificate

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersign, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3 The undersigned shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name of Entity)

(Name and Title of Authorized Official)

(Signature of above Official)

(Date)

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Intergovernmental Agreement with the Mid-America Regional Council (MARC) Solid Waste Management District, to provide access to the Regional Household Hazardous Waste Centers for the residents of the unincorporated county, at a cost to the County not to exceed \$23,244.00.

RESOLUTION NO. 18409, February 24, 2014

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Missouri statute; and,

WHEREAS, the City of Kansas City, Missouri, and the City of Lee's Summit, Missouri, each operate a permanent household hazardous waste (HHW) facility and have agreed to make these HHW collection facilities available for the citizens of the participating members of the SWMD; and,

WHEREAS, Jackson County has participated in the regional HHW collection program since its inception in 1997; and,


WHEREAS, the regional HHW program allows the residents of unincorporated Jackson County to utilize the Kansas City and Lee's Summit permanent facilities when disposing of household hazardous wastes; now therefore,

BE IT RESOLVED by the Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an agreement with the MARC Solid Waste Management District, in a form to be approved by the County Counselor, to participate in the Regional Household Hazardous Waste Centers, at a cost to the County not to exceed \$23,244.00; and,

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

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18409 of February 24, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

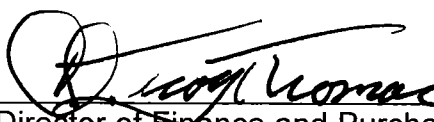
Mary Jo Spino, Clerk of Legislature

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: 002 1503 56790
ACCOUNT TITLE: Health Fund
Environmental Health
Other Contractual Services
NOT TO EXCEED: \$23,244.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

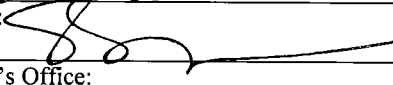
Completed by County Counselor's Office:

Res/Ord No.: 18409

Sponsor(s): Theresa Garza Ruiz

Date: February 24, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorize County Executive to execute an agreement with MARC Solid Waste Management District relating to the Regional Household Hazardous Waste Program.</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>\$23,244.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$23,244.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$23,244.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td> <p>FROM ACCT 002-1504-56790 1503 Other Contractual Services</p> <p>TO ACCT</p> </td></tr> </table> <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): \$23,244.00 Prior Year Actual Amount Spent (if applicable): \$23,244.00</p>	Amount authorized by this legislation this fiscal year:	\$23,244.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$23,244.00	Amount budgeted for this item * (including transfers):	\$23,244.00	Source of funding (name of fund) and account code number; FROM / TO	<p>FROM ACCT 002-1504-56790 1503 Other Contractual Services</p> <p>TO ACCT</p>
Amount authorized by this legislation this fiscal year:	\$23,244.00										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$23,244.00										
Amount budgeted for this item * (including transfers):	\$23,244.00										
Source of funding (name of fund) and account code number; FROM / TO	<p>FROM ACCT 002-1504-56790 1503 Other Contractual Services</p> <p>TO ACCT</p>										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #18085- 2/13/2014 #17766- 1/9/2012 #17482- 2/14/2011</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Scott George, Assistant Director of Public Works, 816-847-7071</p>										
REQUEST SUMMARY	<p>WHEREAS, Cass, Clay, Jackson, Platte and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Missouri State Statutes.</p> <p>WHEREAS, the City of Kansas City, Missouri and the City of Lee's Summit, Missouri each operate a permanent Household Hazardous Facility and have agreed to make the HHW collection facilities available for participating members to the SWMD.</p> <p>SUMMARY: The Environmental Health Division of the Public Works has participated in the Regional HHW program for the previous 14 years. The Regional HHW Program allows the residents of unincorporated Jackson County to utilize the Kansas City and Lee's Summit permanent facilities when disposing of household hazardous waste as well as the dozen or so mobile events held throughout the metro area. The county will work to successfully and safely dispose of various household waste materials. The staff of MARC, along with the MARC Solid Waste Management Districts participating communities provide for the size, type and selection of the mobile events.</p>										

	THEREFORE, the County Executive is authorized to execute an agreement with the MARC Solid Waste Management District to participate in the Regional Household Hazardous Waste Center and at a cost not to exceed \$23,244 in 2014.	
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	Copy of agreement	
REVIEW	Department Director: Earl Newill, PE	Date:
	Finance (Budget Approval): <i>If applicable Albert Ball</i>	Date: 2-17-14
	Division Manager: 	Date: 2/19/14
	County Counselor's Office:	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 appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
002-1504-56790	Other Contractual Services	\$23,244.00

- ☐ 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.

This expenditure was included in the Annual Budget.

Date: February 17, 2014

[illegible]

Sharon S Ball 2-17-14
Budgeting

2014

**Intergovernmental Agreement between the
MARC Solid Waste Management District and
Unincorporated Jackson County, Missouri relating to the
Regional Household Hazardous Waste Collection Program**

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 S.E. Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas, Unincorporated Jackson County, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Unincorporated Jackson County, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2014.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV Duties of Participating Member

A. *Fees* Unincorporated Jackson County, Missouri agrees to pay the sum of \$23,244 to participate in the 2014 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.04 applied to 2010 census figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. *Payment.* The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2014. No pro ration of fees is applicable under this agreement.

C. *Contact Person.* The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V Services Provided by the SWMD

A. *Permanent Collection Facilities.* HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections.* Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 60, 100, 120, 180, 200, 240 or 300 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII Hold Harmless and Indemnification/Outreach collection sites

A. *General indemnification.* Each party to this Agreement shall, to the extent allowed by law, indemnify, defend, and hold harmless the other party, the other party's employees, and Kansas City and its employees, from all claims, lawsuits, liabilities, and costs, including reasonable attorney's fees and court costs, arising from its own negligence or intentional acts, or the negligence or intentional acts of its employees or contractors, in connection with the operation of any outreach collection with the boundaries of the Participating Member.

B. *Environmental indemnification.* The Participating Member shall, to the extent allowed by law, further defend, indemnify, and hold harmless the SWMD and Kansas City and its employees from and against all claims, lawsuits, liabilities, and costs, including reasonable attorneys fees and court costs, arising solely out of or related solely to the release, discharge, spill, transportation, treatment, storage or disposal of any regulated substance or HHW, as defined herein, that: 1) came to be located on a household hazardous waste outreach collection site located within the boundaries of the Participating Member prior to the date a HHW collection event is held at that site; or 2) came to be located on a HHW outreach collection site within the boundaries of the Participating Member after the close of operations of that collection event. This environmental indemnity shall not be limited by the limits of any insurance policy held by or for the benefit of the Participating Member or its contractor and shall survive the termination of this agreement and/or any transfer of all or any portion of the property on which the HHW outreach collection is held.

C. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Chris Bussen

Date:

12/3/13

CHRIS BUSSEN Chair

Participating Member:

Date:

Please print name and title

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an intergovernmental cooperative agreement with the City of Independence for the use of certain county property for civic events, at no cost to the County.

RESOLUTION NO. 18410, February 24, 2014

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the City of Independence (City) has requested the use of certain County property within the City, more specifically identified as the parking lot located at Kansas and Osage; and,

WHEREAS, the parking lot will be used for the Household Hazardous Waste Collection event scheduled for April 5, 2014, and for the City's Health Department's Neighborhood Codes Compliance event, to be scheduled at a later date; and,

WHEREAS, the Director of Public Works recommends the intergovernmental cooperative agreement with specific contingencies including certificate of liability insurance and restoration of the parking lot to its original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the events; and,

WHEREAS, the agreement is in the best interest, health, safety and welfare of the citizens of Jackson County; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive is hereby authorized to execute an intergovernmental cooperative agreement with the City of Independence at no cost to the County, in a form to be approved by the County Counselor.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18410 of February 24, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18410

Sponsor(s): Bob Spence

Date: February 24, 2014

SUBJECT	<p>Action Requested: Authorizing use of the County's Independence parking lot at Kansas & Osage to the City of Independence for their annual Household Hazardous Waste Collection.</p> <p><input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: The City of Independence requests the use of the Jackson County Independence Parking lot to hold the City's annual Household Hazardous Waste Collection on April 5, 2014.</p>												
<p>BUDGET INFORMATION</p> <p><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>\$0</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$0</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT</td></tr> <tr> <td>n/a</td><td>TO ACCT</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" 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): n/a Prior Year Actual Amount Spent (if applicable): n/a</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT	n/a	TO ACCT
Amount authorized by this legislation this fiscal year:	\$0												
Amount previously authorized this fiscal year:	\$0												
Total amount authorized after this legislative action:	\$0												
Amount budgeted for this item * (including transfers):	\$0												
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT												
n/a	TO ACCT												
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): R. 17341, 8-19-10; R. 17492, 2-14-11; R.17817, 2-27-12; R. 18101, 2-19-13</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Marilyn Scothorne, Office Administrator, Public Works/Facilities Management Division, 881-3258</p>												
REQUEST SUMMARY	<p>Facilities Management, a Division of Public Works Department, requests a resolution authorizing the use of the Independence parking lot at Kansas & Osage to the City of Independence for their annual Household Hazardous Waste Collection event to be held on April 5, 2014. The City of Independence will be responsible for furnishing the County with certification of liability insurance prior to the event. The City will be responsible for returning the parking lot to its "as-good-as" condition as it was prior to the event by 7:00 A.M. on April 7, 2014. This will include all clean up and any repairs needed.</p>												
CLEARANCE	<p><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)</p>												

ATTACHMENTS	E-mailed request letter from Patricia Herrman, Staff Assistant, Water Pollution Control Dept., City of Independence, dated January 14, 2014.	
REVIEW	Department Director: Acting Director, Earl Newill, Public Works Department <i>Earl Newill</i>	Date: <i>2-11-14</i>
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>[Signature]</i>	Date: <i>2/19/14</i>
	County Counselor's Office:	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 appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ 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.

Marilyn J. Scothorne

From: Pat Herrman [PHERRMAN@indepmo.org]
Sent: Tuesday, January 14, 2014 8:41 AM
To: Marilyn J. Scothorne
Cc: Casey Park
Subject: 2014 Intergovernmental Cooperative Agreement

Hi Marilyn:

The City of Independence will be sponsoring a collection for household hazardous wastes on April 5th. We are requesting the use of Jackson County's parking lot (Kansas & Osage Streets) for control and flow of vehicles coming to the collection event. All handling of actual wastes and unloading of vehicles will be done on the Independence side of the lot.

We will provide liability insurance coverage certificates as soon as our environmental contractor sends them to us. In the meantime, please start the process for the intergovernmental cooperative agreement. It should, in essence, be exactly like last year's.

If you need more information from us, just let us know.

Thanks

Patricia Herrman, Staff Assistant
Water Pollution Control Department
City of Independence
(816) 325-7711
FAX (816) 325-7722

2013
R-18101
2/19

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$30,842.00 within the 2014 General Fund to cover cost overruns of the November 5, 2013 election incurred by the Kansas City Election Board.

RESOLUTION NO. 18411, February 24, 2014

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, by Ordinance 4551, dated August 12, 2013, the Legislature did authorize the submission to the voters of Jackson County a ballot question on the November 5, 2013 ballot; and,

WHEREAS, the Kansas City Election Board experienced a budget shortfall for its costs associated with this election; and,

WHEREAS, pursuant to the provisions of section 115.077(2), RSMo, a transfer is necessary to cover this budget shortfall; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2014 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund State Mandated Contingency			
001-8003	56830 – Contingency	\$30,842	
General Fund Kansas City Election Board General Election			
001-5004	56790 – Other Contractual Services		\$30,842

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18411 of February 24, 2014, as duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 8003 56830
ACCOUNT TITLE: General Fund
State Mandated Contingency
KCEB General Election
NOT TO EXCEED: \$30,842.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18411

Sponsor(s): Theresa Garza Ruiz

Date: February 24, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A resolution transferring \$30,842 within the General fund to cover actual 2013 election costs not provided in the 2013 budget.</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>\$30,842</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>\$30,842</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number: FROM: 001-8003-56830 – General fund State Mandated Contingency TO: 001-5004-56790 – KC Election Board General Election Other Contractual Services</td><td> \$30,842 \$30,842</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$2,388,000</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): \$350,000 Prior Year Actual Amount Spent (if applicable): \$380,842</p>	Amount authorized by this legislation this fiscal year:	\$30,842	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$30,842	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number: FROM: 001-8003-56830 – General fund State Mandated Contingency TO: 001-5004-56790 – KC Election Board General Election Other Contractual Services	 \$30,842 \$30,842
Amount authorized by this legislation this fiscal year:	\$30,842										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$30,842										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number: FROM: 001-8003-56830 – General fund State Mandated Contingency TO: 001-5004-56790 – KC Election Board General Election Other Contractual Services	 \$30,842 \$30,842										
PRIOR LEGISLATION	<p>Prior ordinances and (date): Ordinance 4473, 12/3/12</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>Shelley McThomas / Shawn Kieffer – Directors 816-842-4820</p>										
REQUEST SUMMARY	<p>During the 2013 budget process, \$350,000 was budgeted based on discussions for the Kansas City Election Board to conduct an April 2013 election. This estimate was based on costs being proportionally split with the other entities on the ballot. The County moved its election to November 2013 where it would eventually bear the full election cost as a single entity on the ballot. In accordance with RSMo 115.077 (2), KCEB submitted a budget request of \$399,032 for the conduct of a November 2013 election. The County sent the amount initially budgeted in 2013 (\$350,000). The \$30,842 represents the difference between actual expenditures and the 2013 budget.</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>Shelley McThomas</i>	Date: <i>2-12-14</i>
	Finance (Budget Approval): <i>If applicable Deborah S Ball</i>	Date: <i>2-12-14</i>
	Division Manager: <i>[Signature]</i>	Date: <i>2/12/14</i>
	County Counselor's Office:	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 appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ 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.

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

RES: 18411
~~ORD #~~

Abraham S Ball 2-12-14
Budgeting



KANSAS CITY BOARD OF ELECTION COMMISSIONERS

MEGAN C. THORNBERRY, Chair
QUENTIN L. JENNINGS, Member
A. SHELLEY McTHOMAS, Director
CHARLES G. RENNER, Attorney

MELODIE A. POWELL, Secretary
M. BLAKE HEATH, Member
SHAWN KIEFFER, Director
DAVID RAYMOND, Attorney

January 28, 2014

Mr. Troy Thomas
Director of Finance
Jackson County Courthouse
415 E. 12th St. – 1st Floor
Kansas City, Missouri 64106

Dear Mr. Thomas:

With the receipt of all invoices associated with the November 5, 2013 election, we have finalized all accounts and determined whether a refund or additional monies are required.

Accompanying this correspondence is a request for additional funding in the amount of \$30,841.85 for the conduct of the November 5, 2013 election.

Thank you for your patience and cooperation and we look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Shelley McThomas".

Shelley McThomas
Director

SM/SLK/lac

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn Kieffer".

Shawn L. Kieffer
Director

KANSAS CITY BOARD OF ELECTION COMMISSIONERS

SPECIAL ELECTION

JACKSON COUNTY

ELECTION ESTIMATE

NOVEMBER 5, 2013

Total Estimate for the November 5, 2013 Election	\$399,032.00

Estimated Pro-Rata Election Costs	\$371,032.00
Estimated Cost of Legal Notices	\$28,000.00

Amount Due on Deposit	\$399,032.00
	=====

Amount Deposited	\$350,000.00
Interest Earned	\$83.83
Actual Election Costs	\$365,643.10
Actual Costs of Legal Notices	\$15,282.58

Amount (Due) Refunded	(\$30,841.85)
	=====

Kansas City Board of Election Commissioners
Profit & Loss Budget vs. Actual - 1311
September 1, 2012 through March 15, 2014

	Sep 1, '12 - ...	1311 November 5, 2013 Election		% of Budget
		Budget	\$ Over Budget	
Income				
Advance From Taxing Authorities				
4002 · Jackson County	350,000.00	399,032.00	-49,032.00	87.7%
Total Advance From Taxing Authorities	350,000.00	399,032.00	-49,032.00	87.7%
4100 · Interest Income	83.83	0.00	83.83	100.0%
Total Income	350,083.83	399,032.00	-48,948.17	87.7%
Expense				
Personnel Services				
5010 · Judges	103,167.00	120,325.00	-17,158.00	85.7%
5019 · Deputy Commissioners	7,930.00	6,090.00	1,840.00	130.2%
5050 · Training	26,530.00	29,365.00	-2,835.00	90.3%
5030 · Staff Overtime	22,413.97	20,000.00	2,413.97	112.1%
5020 · Temporary Employees	13,728.29	13,000.00	728.29	105.6%
5040 · Payroll Taxes	1,714.69	1,530.00	184.69	112.1%
5100 · Pollworker Travel	1,660.38	2,000.00	-339.62	83.0%
Total Personnel Services	177,144.33	192,310.00	-15,165.67	92.1%
Contractual Services				
6620 · Polling Place Rental	9,470.00	9,920.00	-450.00	95.5%
6130 · Freight and Drayage	11,065.56	15,000.00	-3,934.44	73.8%
6110 · Postage	44,554.17	38,000.00	6,554.17	117.2%
6230 · Printing	44,370.88	40,000.00	4,370.88	110.9%
6120 · Transportation & Mileage	2,407.75	2,000.00	407.75	120.4%
6430 · Communications	8,204.78	6,500.00	1,704.78	126.2%
6621 · Building Rental	6,420.00	8,000.00	-1,580.00	80.3%
6650 · Equipment Rental	24,200.00	24,800.00	-600.00	97.6%
6020 · Legal Services	135.00	3,500.00	-3,365.00	3.9%
7200 · Legal Notices	15,282.58	28,000.00	-12,717.42	54.6%
6790 · Other Contractual Services	14,846.88	8,000.00	6,846.88	185.6%
Total Contractual Services	180,957.60	183,720.00	-2,762.40	98.5%
Supplies & Miscellaneous				
7010 · Supplies & Misc.	4,684.43	4,000.00	684.43	117.1%
7300 · Election Services	18,139.32	19,002.00	-862.68	95.5%
Total Supplies & Miscellaneous	22,823.75	23,002.00	-178.25	99.2%
Total Expense	380,925.68	399,032.00	-18,106.32	95.5%
Net Income	-30,841.85	0.00	-30,841.85	100.0%

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$50,000.00 within the 2014 Anti-Drug Sales Tax Fund for the Jackson County Family Court's anti-violent crime initiative.

RESOLUTION NO. 18412, February 24, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the voters of Jackson County, Missouri, have renewed the sales tax to provide funding for the fight against illegal drugs and violent crime in our community; and,

WHEREAS, the proceeds and interest generated from this tax are deposited in a special Jackson County Anti-Drug Sales Tax Trust Fund that is segregated and not commingled with the general fund or any other special funds of the County; and,

WHEREAS, by Resolution 18335, dated December 2, 1013, the Legislature did authorize funding for the Jackson County Family Court Division's anti-violent crime program pursuant to Request for Proposals 59-13; and,

WHEREAS, in order to fund this program, a transfer is necessary to place these funds into the proper spending account; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

following transfer within the 2014 Anti-Drug Sales Tax Fund be and hereby is made:


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund Non-Departmental			
008-5108	56080 – Other Professional Srvs	\$50,000	
Anti-Drug Sales Tax Fund Family Court			
008-2101	56790 - Other Contractual Srv		\$50,000

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18412 of February 24, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 5108 56080
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Non-Departmental
Other Professional Services
NOT TO EXCEED: \$50,000.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18412

Sponsor(s): Dan Tarwater

Date: February 24, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the transfer of funds for the purpose of funding by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, for the Jackson County Family Court program which are engaged in anti-drug and anti-violence prevention activities and purposes, not to exceed \$50,000.00</u></p>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$50,000.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$50,000.00</td></tr> <tr> <td>Amount budgeted for this item *:</td><td>\$50,000.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td> From: 008-5108-56080 Anti-Drug, Non-Departmental, Other Professional Services </td><td>\$50,000.00</td></tr> <tr> <td> To: 008-2101-56790 Other Contractual Services </td><td>\$50,000.00</td></tr> </table> <p>• If account includes additional funds for other expenses, total budgeted in the account is: \$562,500.00</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$50,000.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$50,000.00	Amount budgeted for this item *:	\$50,000.00	Source of funding (name of fund) and account code number:		From: 008-5108-56080 Anti-Drug, Non-Departmental, Other Professional Services	\$50,000.00	To: 008-2101-56790 Other Contractual Services	\$50,000.00
Amount authorized by this legislation this fiscal year:	\$50,000.00														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$50,000.00														
Amount budgeted for this item *:	\$50,000.00														
Source of funding (name of fund) and account code number:															
From: 008-5108-56080 Anti-Drug, Non-Departmental, Other Professional Services	\$50,000.00														
To: 008-2101-56790 Other Contractual Services	\$50,000.00														
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): Res.#18335, December 9, 2013</p>														
CONTACT INFORMATION	<p>RLA drafted by: Dave Fleming, Planning & Development Administrator, 881-3572</p>														
REQUEST SUMMARY	<p>A resolution authorizing the transfer of funds for the purpose of funding by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, for the Jackson County Family Court program which are engaged in anti-drug and anti-violence prevention activities and purposes, not to exceed \$50,000.00</p> <p>Background: The Anti-Drug Sales Tax fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match, and other anti-drug and anti-violence initiatives in the community.</p> <p>This program is one of sixteen programs funded by the Anti-Violence Special Initiative approved by the Legislature on December 9, 2013. As the Family Court is considered a department within the county, no contracts are required. This resolution is to authorize the transfer of funds into the appropriate departmental spending accounts to be utilized by the Jackson County Family Court.</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>Stacey D. [Signature]</i>	Date: <i>2-17-2014</i>
	Finance (Budget Approval): <i>If applicable [Signature]</i>	Date: <i>2-19-14</i>
	Division Manager: <i>[Signature]</i>	Date: <i>2-17-14</i>
	County Counselor's Office:	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 appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ 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.

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

RES # 18412

[illegible]

Deborah Ball 2-19-11
Budgeting

Jackson County

COMBAT

415 East 12th Street, Ninth Floor

Kansas City, Missouri 64106

www.combatjack.org

Stacey Daniels-Young, Ph.D.

Director

(816) 881-3510

Vincent M. Ortega

Deputy Director

(816) 881-3886

Fax:

(816) 881-1416

Date: February 13, 2014

To: Cathy Jolly

From: Dave Fleming 

Subject: COMBAT RLA Requests

Drug Commissioners:

Floria Fischer

Venessa Maxwell-Lopez

Gene Morgan

Marva M. Moses

Keith Querry

Anita Russell

Joseph Spalitto, DDS

James Witteman, Jr.

Attached is a Request for Legislative Action to authorize the transfer of funds for the Anti-Violence Special Initiative program for the Jackson County Family Court. The funding for this program was approved by the Jackson County legislature on December 9, 2013. However, since the Jackson County Family Court operates as a county department, we do not need to do an agreement with them (as authorized by Res. #18335), but will need to do a transfer into the appropriate spending account. The attached legislation will authorize such action.

Let me know if you have any questions or need additional information.

Attachments (2)

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute cooperative agreements with certain municipalities within Jackson County for the purpose of funding their 2014 Drug Abuse Resistance Education (DARE) programs, at an aggregate cost to the County not to exceed \$916,100.00.

RESOLUTION NO.18413, February 24, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, COMBAT staff reviewed requests by certain municipalities for 2014 DARE program funding and provided funding recommendations to the Jackson County Drug Commission on February 12, 2014; and,

WHEREAS, COMBAT staff and Jackson County Drug Commission now recommend these DARE programs be funded in the following amounts:

<u>MUNICIPALITY</u>	<u>ALLOCATION</u>
City of Blue Springs	\$122,000.00
City of Grain Valley	\$ 54,500.00
City of Grandview	\$ 45,000.00
City of Independence	\$210,000.00
City of Lee's Summit	\$222,000.00
City of Oak Grove	\$ 40,600.00
Kansas City Board of Police Commissioners	<u>\$222,000.00</u>
TOTAL	\$916,100.00

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Cooperative Agreements with the cities

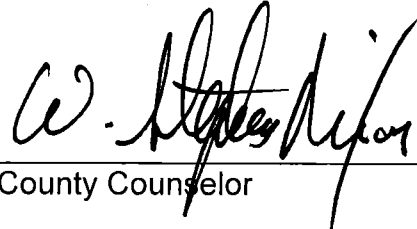
of Blue Springs, Grain Valley, Grandview, Independence, Lee's Summit, Oak Grove, and the Kansas City Board of Police Commissioners at an aggregate cost to the County not to exceed \$916,100.00, in a form to be approved by the County Counselor; and,

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

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18413 of February 24, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

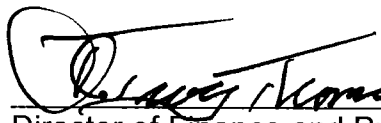
Date

Mary Jo Spino, Clerk of Legislature

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: 008 4403 56005
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT - D.A.R.E
Community Crime Prevention
NOT TO EXCEED: \$916,100.00


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18413

Sponsor(s): Dan Tarwater

Date: February 24, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, which are engaged in Drug Abuse Resistant Education (D.A.R.E.) and D.A.R.E. like prevention activities and purposes, not to exceed \$916,100.00</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$916,100.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0.00</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$916,100.00</td></tr> <tr> <td>Amount budgeted for this item *:</td><td>\$1,024,108.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 008-Anti-Drug, 4403-COMBAT D.A.R.E., 56005 Community Crime Prevention</td><td>\$916,100.00</td></tr> </table> <p>• If account includes additional funds for other expenses, total budgeted in the account is: \$1,024,108.00</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$1,027,295.00 Prior Year Actual Amount Spent (if applicable): \$1,038,607 \$927,265 (4403 DARE); \$111,342 (4204 Sheriff DARE)</p>	Amount authorized by this legislation this fiscal year:	\$916,100.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$916,100.00	Amount budgeted for this item *:	\$1,024,108.00	Source of funding (name of fund) and account code number: 008-Anti-Drug, 4403-COMBAT D.A.R.E., 56005 Community Crime Prevention	\$916,100.00
Amount authorized by this legislation this fiscal year:	\$916,100.00										
Amount previously authorized this fiscal year:	\$0.00										
Total amount authorized after this legislative action:	\$916,100.00										
Amount budgeted for this item *:	\$1,024,108.00										
Source of funding (name of fund) and account code number: 008-Anti-Drug, 4403-COMBAT D.A.R.E., 56005 Community Crime Prevention	\$916,100.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): #18106, February 25, 2013; #17806, January 30, 2012</p>										
CONTACT INFORMATION	<p>RLA drafted by: Dave Fleming, Planning & Development Administrator, 881-3572</p>										
REQUEST SUMMARY	<p>A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, which are engaged in Drug Abuse Resistant Education (D.A.R.E.) and D.A.R.E. like prevention activities and purposes, not to exceed \$916,100.00</p> <p>Exhibit A indicates the outside agencies and funding levels as recommended by the Jackson County Drug Commission for the 2014 fiscal year.</p> <p>Background: The Anti-Drug Sales Tax fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match, and other anti-drug and anti-violence initiatives in the community.</p> <p>Exhibit A indicates the outside agencies that the Jackson County Drug Commission is recommending funding in 2014 to provide D.A.R.E. and/or D.A.R.E.-like services in Jackson County.</p> <p>Funding recommendations were presented to the Jackson County Drug Commission on February 12, 2014, with the recommendation that the funding recommendation in Exhibit A be presented to the Jackson County Legislature.</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	Exhibit A	
REVIEW	Department Director:	Date: 2-18-2014
	Finance (Budget Approval): If applicable: <i>Deborah L Ball</i>	Date: 2-19-14
	Division Manager:	Date:
	County Counselor's Office:	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 appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ 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.

This expenditure was included in the Annual Budget.

RES # 18413

[illegible]

Alberan Ball 2-19-14
Budgeting

Vendor #	Agency	2013 Funding	2014 Rec Amt
cbs10850	City of Blue Springs	\$ 117,629	\$ 122,000
cgv43990	City of Grain Valley	\$ 54,508	\$ 54,500
cog35130	City of Grandview	\$ 32,320	\$ 45,000
cih22300	City of Independence	\$ 204,457	\$ 210,000
cls16000	City of Lee's Summit	\$ 237,791	\$ 222,000
cog65690	City of Oak Grove	\$ 40,628	\$ 40,600
bpc11200	Kansas City, MO Board of Police Commissioners	\$ 225,734	\$ 222,000

Total Recommendation: \$ 916,100

Available Funding: \$ 1,024,108

Balance: \$ 108,008

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$45,000.00 within the 2014 Anti-Drug Sales Tax Fund to cover funding for the Sheriff's Office's 2014 Drug Abuse Resistance Education (DARE) program.

RESOLUTION NO. 18414, February 24, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, COMBAT staff recommends that \$45,000.00 in Anti-Drug Sales Tax Funds be allocated to the Sheriff's Office's 2014 Drug Abuse Resistance Education (DARE) program representing one-half of the 2014 allocation for DARE, with the balance to be transferred mid-year subject to available revenues; and,

WHEREAS, at its meeting of February 12, 2014, the Drug Commission endorsed staff's recommendation in this regard; and,

WHEREAS, a transfer within the 2014 Anti-Drug Sales Tax Fund is necessary to cover this program; and,

WHEREAS, the County Executive has recommended said transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2014 Anti-Drug Sales Tax Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti Drug Sales Tax Fund			
COMBAT - DARE			
008-4403	56005 - Community Crime Prevention	\$45,000	
Sheriff DARE			
008-4204	55010 - Regular Salaries		\$27,000
008-4204	55040 - FICA		\$ 2,066
008-4204	55050 - Pension		\$ 3,891
008-4204	55070 - Unemployment Insurance		\$ 135
008-4204	55110 - Workers Compensation		\$ 432
008-4204	55150 - Long Term Disability		\$ 135
008-4204	57190 - Wearing Apparel		\$ 1,200
008-4204	57230 - Other Operating Supplies		\$ 10,141

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18414 of February 24, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

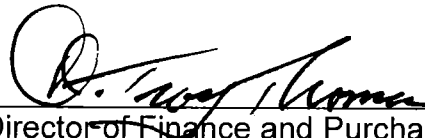
Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 4403 56005
ACCOUNT TITLE: Anti Drug Sales Tax Fund
COMBAT - DARE
Community Crime Prevention
NOT TO EXCEED: \$45,000.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18414

Sponsor(s): Dan Tarwater

Date: February 24, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the County Executive to transfer funds for the purpose of funding by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, which are engaged in Drug Abuse Resistant Education (D.A.R.E.) and D.A.R.E. like prevention activities and purposes, not to exceed \$45,000.00. This proposed legislative action equals the first half of the D.A.R.E. allocation, for this program this fiscal year.</u></p>																																
<p>BUDGET INFORMATION</p> <p><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>\$45,000.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$916,100.00</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$961,100.00</td></tr> <tr> <td>Amount budgeted for this item *:</td><td>\$1,024,108.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>From: 008-Anti-Drug, 4403-COMBAT D.A.R.E., 56005 Community Crime Prevention</td><td>\$45,000.00</td></tr> <tr> <td>To: 008-4204, Sheriff's Department</td><td>\$45,000.00</td></tr> <tr> <td>008-4204-55010 Salaries</td><td></td></tr> <tr> <td>008-4204-55040 FICA</td><td></td></tr> <tr> <td>008-4204-55050 Pension</td><td></td></tr> <tr> <td>008-4204-55060 Insurance</td><td></td></tr> <tr> <td>008-4204-55070 Unemployment Ins</td><td></td></tr> <tr> <td>008-4204-55110 Worker's Comp</td><td></td></tr> <tr> <td>008-4204-55150 Long Term Disability</td><td></td></tr> <tr> <td>008-4204-57190 Wearing Apparel</td><td></td></tr> <tr> <td>008-4204-57230 Other Operating Supplies</td><td></td></tr> </table> <p>• If account includes additional funds for other expenses, total budgeted in the account is: \$1,027,295.00</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$1,027,295</p> <p>Prior Year Actual Amount Spent (if applicable): \$1,038,607 \$927,265 (4403 DARE); \$111,342 (4204 Sheriff)</p>	Amount authorized by this legislation this fiscal year:	\$45,000.00	Amount previously authorized this fiscal year:	\$916,100.00	Total amount authorized after this legislative action:	\$961,100.00	Amount budgeted for this item *:	\$1,024,108.00	Source of funding (name of fund) and account code number:		From: 008-Anti-Drug, 4403-COMBAT D.A.R.E., 56005 Community Crime Prevention	\$45,000.00	To: 008-4204, Sheriff's Department	\$45,000.00	008-4204-55010 Salaries		008-4204-55040 FICA		008-4204-55050 Pension		008-4204-55060 Insurance		008-4204-55070 Unemployment Ins		008-4204-55110 Worker's Comp		008-4204-55150 Long Term Disability		008-4204-57190 Wearing Apparel		008-4204-57230 Other Operating Supplies	
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008-4204-57190 Wearing Apparel																																	
008-4204-57230 Other Operating Supplies																																	
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #18242, August 26, 2013; #18105, February 25, 2013</p>																																
CONTACT INFORMATION	<p>RLA drafted by: Dave Fleming, Planning & Development Administrator, 881-3572</p>																																
REQUEST SUMMARY	<p>A resolution authorizing the County Executive to transfer funds for the purpose of funding by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, which are engaged in Drug Abuse Resistant Education (D.A.R.E.) and D.A.R.E. like prevention activities and purposes, not to exceed \$45,000.00. This proposed legislative action equals the first half of the D.A.R.E. allocation, for this program this fiscal year.</p>																																

	<p>Exhibit A indicates the funding transfers for the Sheriff's Department for funding of the DARE services for the first half of fiscal year 2014.</p> <p>Background: The Anti-Drug Sales Tax fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match, and other anti-drug initiatives in the community.</p> <p>Funding recommendations were presented to the Jackson County Drug Commission on February 12, 2014, with the recommendation that the funding recommendation in Exhibit A be presented to the Jackson County Legislature.</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	Exhibit A	
REVIEW	Department Director: <i>[Signature]</i> Finance (Budget Approval): <i>[Signature]</i> If applicable <i>[Signature]</i> Ball Division Manager: <i>[Signature]</i> County Counselor's Office: <i>[Signature]</i>	Date: 2-18-2014 Date: 2-19-14 Date: 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 appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ 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.

<u>Vendor #</u>	<u>Agency</u>	<u>2013 Funding</u>	<u>Rec Amt</u>
JCSheriff	Jackson County Sheriff's Department	\$ 100,101	\$ 90,000

Total Recommendation: \$ 90,000

COMBAT DARE Transfer

<u>Dept.</u>	<u>Object</u>	<u>Description</u>	<u>From</u>	<u>To</u>
008-4403	56005	Community Crime Prevention	\$ 45,000	
Sheriff's Department				
008-4204	55010	Regular Salaries	\$	27,000
008-4204	55030	Overtime	\$	-
008-4204	55040	FICA	\$	2,066
008-4204	55050	Pension	\$	3,891
008-4204	55060	Health Insurance		-
008-4204	55070	Unemployment Insurance	\$	135
008-4204	55110	Worker's Compensation	\$	432
008-4204	55130	Vacation Payout		-
008-4204	55140	Sick Leave Payout		-
008-4204	55150	Long Term Disability	\$	135
008-4204	57190	Wearing Apparal	\$	1,200
008-4204	57230	Other Operating Supplies	\$	10,142
			\$	45,000

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

RES/ORD 18414

Seborah L Ball 219.14
Budgeting

Jackson County

COMBAT

415 East 12th Street, Ninth Floor
Kansas City, Missouri 64106
www.combatjack.org

Stacey Daniels-Young
Ph.D.
Director
(816) 881-3510

Vincent M. Ortega
Deputy Director
(816) 881-3886

Fax:
(816) 881-1416

Drug Commissioners:

Gloria Fischer

Venessa Maxwell-Lopez

Gene Morgan

Marva M. Moses

Keith Querry


Anita Russell

Joseph Spalitto, DDS

James Witteman, Jr.

Date: February 18, 2014

To: Cathy Jolly

From: Dave Fleming 

Subject: COMBAT RLA Requests

Attached are the Requests for Legislative Action for the 2014 funding for DARE funded COMBAT programs. These requests represent the funding for the various municipalities, as well as a transfer to the Sheriff's Department. The Sheriff's transfer is still needing specific line item details for the transfer, but it should be available by the time the hard copies reach the 2nd floor.

This information was provided to the Drug Commission and recommended to submit to the Jackson Count Legislature for their review and approval.

Let me know if you have any questions or need additional information.

Attachments (2)



MICHAEL D. SANDERS

Jackson County Executive

EXECUTIVE ORDER NO. 14-04

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: MICHAEL D. SANDERS
JACKSON COUNTY EXECUTIVE**

DATE: FEBRUARY 24, 2014

RE: REAPPOINTMENT TO THE LAND TRUST OF JACKSON COUNTY, MO

I hereby reappoint Diane Burnette to the Land Trust of Jackson County, Missouri, for a term to expire on February 1, 2018.

A handwritten signature in black ink, appearing to read "MDS", is written over a horizontal line.

Michael D. Sanders, County Executive

Date: _____

A handwritten date "2/29/2014" is written in black ink over a horizontal line.

