

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$2,209.00 from the undesignated fund balance of the 2014 General Fund in acceptance of insurance proceeds for the repair of a vehicle for use by the Department of Corrections.

**ORDINANCE NO. 4673**, October 13, 2014

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the County has received a payment from Farm Bureau Property & Casualty Insurance Company representing the repair cost of a Department of Corrections fleet vehicle damaged as a result of a motor vehicle accident on February 13, 2014; and,

WHEREAS, an appropriation is necessary to place the insurance payment in the proper spending account so that the funds may be used to repair the vehicle; 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 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Corrections			
001-9999	47040 - Increase Revenues	\$2,209	
001-2810	Undesignated Fund Balance		\$2,209
001-2810	Undesignated Fund Balance	\$2,209	
001-2701	56530 – Maintenance & Auto Repair		\$2,209

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. 4673 introduced on October 13, 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. 4673.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 001 2810  
ACCOUNT TITLE: General Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$2,209.00

  
Date

  
Director of Finance and Purchasing


# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4673

Sponsor(s): Crystal Williams

Date: October 13, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution Transferring an Insurance Settlement from Farm Bureau Property &amp; Casualty Insurance Company to Jackson County, Missouri for Damage to a Corrections Department Fleet Vehicle</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>\$2,208.57</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>\$2,208.57</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>From Undesignated Fund Balance 001-2810</td><td>FROM ACCT 001-2810 -</td></tr> <tr> <td>To Corrections General Fund 001-2701-56530 M&amp;R Automotive Equipment</td><td>\$2,208.57 TO ACCT 001-2701-56530 \$2,208.57</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:	\$2,208.57	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$2,208.57	Amount budgeted for this item * (including transfers):	\$	From Undesignated Fund Balance 001-2810	FROM ACCT 001-2810 -	To Corrections General Fund 001-2701-56530 M&R Automotive Equipment	\$2,208.57 TO ACCT 001-2701-56530 \$2,208.57
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Total amount authorized after this legislative action:	\$2,208.57												
Amount budgeted for this item * (including transfers):	\$												
From Undesignated Fund Balance 001-2810	FROM ACCT 001-2810 -												
To Corrections General Fund 001-2701-56530 M&R Automotive Equipment	\$2,208.57 TO ACCT 001-2701-56530 \$2,208.57												
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>												
CONTACT INFORMATION	<p>RLA drafted by: L.J. Scott, Asst Dir of Admin 881-4232</p>												
REQUEST SUMMARY	<p>Request \$2,208.57 to be transferred from the undesignated fund balance 001-2810 to Line Item 001-2701-56530 to reimburse for damage to a 2012 Ford E350 Econo van VIN # 1FBSS3BL9DCA42664. The damage occurred when a private citizen collided with the Corrections Fleet vehicle on February 13, 2014.</p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
ATTACHMENTS	<p>Copy of Check Number 0100925058 written on 9/17/2014</p>												
REVIEW	<p>Department Director:  Date: 9-30-14</p>												

Finance (Budget Approval): <i>If applicable</i> <i>Alvin S. Ball</i>	Date: 10-6-14
Division Manager: <i>[Signature]</i>	Date: <i>10/9/14</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:
2810	Undesignated Fund <i>Balance</i>	2209. <sup>00</sup>

- ☐ 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.

ORD# 4673

Department / Division	Character/Description	From	To
<b>General Fund - 001</b>			
9999 - Non Specific	47040 - Increase revenues	2,209	
2810	Undesignated Fund Balance		2,209
2810	Undesignated Fund Balance	2,209	
2701 - Corrections	56530 - Maint and Repair Auto		2,209
		2,209	2,209

Sebastian Ball 10-6-14  
Budgeting

FARM BUREAU PROPERTY & CASUALTY INSURANCE COMPANY

THIS CHECK IS FOR:

Ord. 4673

P & C CLAIMS - ALL LINES

INSURED MICHAEL SLATTERY

CLAIMANT x Jackson CO Missouri

ADJ: Jon Bonebrake

X JACKSON CO MISSOURI  
415 E 12TH ST RM 105  
Kansas City MO 64106

POLICY # 0000000007378993  
DATE OF LOSS 02/13/2014  
CLAIM # A052620P00  
CHECK NUMBER 0100925058  
CHECK DATE 09/17/2014  
CHECK AMT \$2,208.57

Line Number	Unit at Risk	Coverage	Narrative	Amount
A052620P01	1997 Ford F150	BIPD	Property Damage	\$2,208.57

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

FARM BUREAU PROPERTY & CASUALTY INSURANCE COMPANY

5400 University Avenue; West Des Moines, Iowa 50266-5950

POLICY 07378993 D/L 02/13/2014 CLAIM A052620P00

INSURED MICHAEL SLATTERY CLAIMANT x Jackson CO Mi

ADJ: Jon Bonebrake  
Property Damage

U.S. BANK  
56-503/422

09/17/2014

0100925058

\$2,208.57

\$2,208.57

Two Thousand Two Hundred Eight and 57/100ths Dollars

x Jackson CO Missouri

PAY  
TO THE  
ORDER  
OF

VOID OVER \$2,208.57  
VOID IF NOT CASHED WITHIN 180 DAYS

*Donald J. Smith*

⑈0100925058⑈ ⑆042205038⑆ 130111672916⑈

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** repealing Schedule IV to Chapter 2, Jackson County Code, 1984, relating to Jackson County employees not within the Merit System, and enacting, in lieu thereof, one new schedule relating to the same subject.

**ORDINANCE NO. 4674**, October 13, 2014

**INTRODUCED BY** Dennis Waits and Greg Grounds, County Legislators

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Schedule IV to Chapter 2, Jackson County, 1984, is hereby repealed, and one new schedule enacted in lieu thereof, to be known as Schedule IV, to read as follows:

### SCHEDULE IV

#### PROSECUTING ATTORNEY

POSITION	SALARY
Executive Assistant to Prosecuting Attorney	\$29,580 – [45,856] <u>54,000</u>
Secretary to Prosecuting Attorney	\$26,410 - 40,940
Deputy Prosecuting Attorney	\$82,139 - 110,520
Chief [Trial Assistant]	\$[70,850 – 101,014] <u>75,000 – 105,000</u>
Trial Team Leader	\$61,131 – 102,519
Assistant Prosecuting Attorney	\$40,414 – 102,519
Chief Investigator	\$41,075 - 67,775
Investigator II	\$29,580 - 45,856
Investigator I	\$26,410 - 40,940

Director [of Family Support Services]	\$[66,980] <u>75,000</u> - 110,520
Victim Services Director	\$41,075 - 67,775
[Anti-Drug] Program[s] Administrator	\$[66,980] <u>75,000</u> - 110,520



Effective Date: This Ordinance shall be effective immediately upon its passage by the County Executive.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4674 introduced on October 13, 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. 4674.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4674

Sponsor(s): Dennis Waits and Greg Grounds

Date: October 13, 2014

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An ordinance repealing schedule IV to Chapter 2, Jackson County Code, 1984, relating to position titles and salaries ranges of County employees not within the merit system and enacting, in lieu thereof, one new schedule to the same subject.</u></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>\$</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>\$</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 / TO</td><td> <p>FROM ACCT</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)</p> <p><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:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	<p>FROM ACCT</p> <p>TO ACCT</p>
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	<p>FROM ACCT</p> <p>TO ACCT</p>										
PRIOR LEGISLATION	<p>Prior ordinances and (date): <b>Ordinance # 4323 Eff. 7/11/11 and Ordinance # 4253a Eff. 10/5/10</b></p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): <b>Gina Robinson, Chief of Operations, 881-3369</b></p>										
REQUEST SUMMARY	<p>In order to remain competitive in recruitment, compensation, retention, and to bring up to date job classifications for employees in the Jackson County Prosecutor's Office a salary range change is being requested for Executive Assistant to Prosecuting Attorney, Programs Administrator and a job reclassification and salary change for Chief and Director. These amendments would make the required changes to Chapter 2 of the County Code to authorize this adjustment.</p> <p>The recommended changes are as follows:</p> <ul style="list-style-type: none"> <li>· Increase maximum for Executive Assistant to Prosecuting Attorney from \$45,856 to \$54,000</li> <li>· Change Job Title from Chief Trial Assistant to Chief and modify the pay range from \$70,850 – 101,014 to \$75,000 – \$105,000</li> <li>· Change Job Title from Director of Family Support to Director and modify the minimum of the pay range from \$66,980 to \$75,000</li> <li>· Change Job Title from Anti-Drug Programs Administrator to Program Administrator and modify the minimum of the pay range from \$66,980 to \$75,000</li> </ul>										

	These positions are budgeted and therefore the amendment to Chapter 2 does not have a budget impact as any salary in salaries will be funded by salary savings within the current budget.	
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>Juan Peters Baker</i>	Date: <i>10/8/14</i>
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>[Signature]</i>	Date: <i>10/9/14</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.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** transferring \$90,000.00 within and appropriating \$244,760.00 from the undesignated fund balance of the 2014 Anti-Drug Sales Tax Fund in acceptance of the 2014 Edward Byrne Memorial Justice Assistance Grant awarded to the Multi-Jurisdictional Drug Task Force.

**ORDINANCE NO. 4675**, October 13, 2014

**INTRODUCED BY** Dan Tarwater, County Legislator

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has awarded the Multi-Jurisdictional Drug Task Force an Edward Byrne Memorial Justice Assistant Grant (JAG) in the amount of \$244,759.80 for the period July 1, 2014, through June 30, 2015; and,

WHEREAS, the JAG program is administered by the Missouri Department of Public Safety; and,

WHEREAS, the grant proceeds will be used for the lease of two vehicles and the partial funding of salary and benefits for five detectives; and,

WHEREAS, the JAG grant is subject to a local match in the amount of \$90,000.00; and,

WHEREAS, an appropriation and transfer are necessary in order to place the grant and matching funds in the proper spending accounts; and,

WHEREAS, the County Executive recommends said transfer and appropriation; now therefore,

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

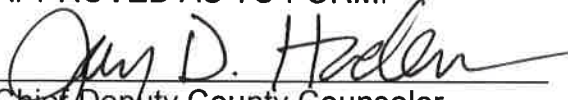
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund Multi-Jurisdictional Task Force			
008-4147	45792 - Increase Revenues	\$244,760	
008-2810	Undesignated Fund Balance		\$244,760
008-2810	Undesignated Fund Balance	\$244,760	
Anti-Drug Sales Tax Fund Non-Departmental			
008-5108	56798 – Grant Match	\$ 90,000	
Anti-Drug Sales Tax Fund Multi-Jurisdictional Task Force			
008-4147	56630 – Rent – Auto		\$ 15,579
008-4147	56790 – Other Contractual		\$ 319,181

and,

BE IT FURTHER ORDAINED that the County Executive and any and all other County Officials be and hereby are authorized to execute any and all documents necessary to the acceptance of the 2014 JAG grant.

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. 4675 introduced on October 13, 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. 4675.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 008 2810  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$244,759.80

ACCOUNT NUMBER: 008 5108 56798  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Non-Departmental  
Grant Match  
NOT TO EXCEED: \$90,000.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Ord~~ Ord No.: 4675

Sponsor(s): Dan Tarwater

Date: October 13, 2014

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a transfer and appropriation for the Multi-Jurisdictional Drug Task Force 14-15 grant</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>\$334,759.80</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>\$334,759.80</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> </table> <table border="1"> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td>FROM</td> <td>FROM ACCT</td> </tr> <tr> <td>008-2810 – Anti-Drug Sales Tax Fund - Undesignated Fund Balance</td> <td>\$244,759.80</td> </tr> <tr> <td>FROM</td> <td>FROM ACCT</td> </tr> <tr> <td>008-5108-56798 – Anti- Drug Sales Tax Fund – Non-Departmental – Grant Match</td> <td>\$90,000.00</td> </tr> <tr> <td>TO</td> <td>TO ACCT</td> </tr> <tr> <td>008-4147-56630 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Vehicle Lease</td> <td>\$15,578.40</td> </tr> <tr> <td>TO</td> <td>TO ACCT</td> </tr> <tr> <td>008-4147-56790 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual</td> <td>\$319,181.40</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:	\$334,759.80	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$334,759.80	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		FROM	FROM ACCT	008-2810 – Anti-Drug Sales Tax Fund - Undesignated Fund Balance	\$244,759.80	FROM	FROM ACCT	008-5108-56798 – Anti- Drug Sales Tax Fund – Non-Departmental – Grant Match	\$90,000.00	TO	TO ACCT	008-4147-56630 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Vehicle Lease	\$15,578.40	TO	TO ACCT	008-4147-56790 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual	\$319,181.40
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Amount previously authorized this fiscal year:	\$																											
Total amount authorized after this legislative action:	\$334,759.80																											
Amount budgeted for this item * (including transfers):	\$																											
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008-2810 – Anti-Drug Sales Tax Fund - Undesignated Fund Balance	\$244,759.80																											
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TO	TO ACCT																											
008-4147-56630 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Vehicle Lease	\$15,578.40																											
TO	TO ACCT																											
008-4147-56790 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual	\$319,181.40																											
PRIOR LEGISLATION	<p>Prior ordinances and (date): 4545 (7/15/13); 4589 (11/18/13); 4431 (7/23/12)</p> <p>Prior resolutions and (date):</p>																											
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Danny Cummings, O.I.C. 816.503.4725</p>																											
REQUEST SUMMARY	<p>The Jackson County Drug Task Force requested from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program \$244,759.80 for the period of July 1, 2014 through June 30, 2015. The</p>																											



	<p>request included a match from Jackson County in the amount of \$90,000 for a total project cost of \$334,759.80.</p> <p>This funding will provide funding for two (2) leased vehicles and partial funding of salary and benefits for five (5) detectives.</p> <p>Please transfer \$90,000.00 from 008-5108-56798 and appropriate \$244,759.80 into the following accounts:  008-4147-56630 \$ 15,578.40  008-4147-56790 \$319,181.40</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	Grant Award Documents	
REVIEW	Department Director:	Date: 10-6-14
	Finance (Budget Approval): If applicable	Date: 10-8-14
	Division Manager:	Date: 10/9/14
	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:
008-5108-56798	Anti-Drug Sales Tax Fund – Non-Departmental – Grant Match	\$90,000.00
008-2810	Anti-Drug Sales Tax Fund – Undesignated Fund Balance	\$244,759.80

- ☐ 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 and appropriation are available from the source indicated below.

ORD # 4675

<b>Department / Division</b>	<b>Character/Description</b>	<b>From</b>	<b>To</b>
<b>Anti-Drug Sales Tax Grant Fund - 008</b>			
4147 - Multi-Jurisdictional Drug Task Force	45792 - Revenues	244,759.80	
2810	Undesignated Fund Balance		244,759.80
2810	Undesignated Fund Balance	244,759.80	
5108 - Non-Dept Anti-Drug Tax Fund	56798 - Grant Match	90,000.00	
4147 - Multi-Jurisdictional Drug Task Force	56630 - Rent - Auto		15,578.40
4147 - Multi-Jurisdictional Drug Task Force	56790 - Other Contractuals		319,181.40
Budgeting	Total	334,759.80	334,759.80

**JEREMIAH W. (JAY) NIXON**

Governor

**DANIEL ISOM**

Director



Lewis and Clark Building, 4<sup>th</sup> Floor

Mailing Address: P.O. Box 749

Jefferson City, MO 65102-0749

Telephone: 573-751-4905

FAX: 573-751-5399

Internet Address:

<http://www.dps.mo.gov>

**STATE OF MISSOURI  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR**

**Ord. 4675**

October 3, 2014

Ms. Sarah Matthes  
Jackson County, Drug Task Force  
PO Box 392  
Blue Springs, Missouri 64015

Re: **Contract Number: 2013-JAG-012**

**Project Title: Jackson County Multi-Jurisdictional Drug Task Force**

Dear Ms. Matthes:

The status of the above referenced application under the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) funding opportunity has changed from "Approved" to "Awarded".

Enclosed is the Award of Contract and (revised) Certified Assurance document. The proper Authorized Official and Project Director, as identified on the forms, must sign each document. If there are personnel changes, please contact my office. The signatures must be original; stamped signatures will not be accepted!

The following documents must be received by our office no later than **October 17, 2014**:

- ☐ Signed Award of Contract document
- ☐ Signed Certified Assurance document
- ☐ Printed copy of your 2014 JAG Application

To print a copy of your JAG application, you must be logged into WebGrants at <https://dpsgrants.dps.mo.gov> and in the Grant Tracking (My Grants module) section of the above-referenced project. In the Grant Components list, select the component titled "Application". Please do not print the contract documents or application on both sides of the paper. Also, please do not staple your documents – use a paper clip or binder clip instead.

The above referenced documents should be mailed or hand-delivered to:

Missouri Department of Public Safety  
Attn: CJ/LE Section  
PO Box 749  
1101 Riverside Drive, 4<sup>th</sup> Floor  
Jefferson City, MO 65102

The Missouri Department of Public Safety retains the original, signed copy of the contract documents for its files. A scanned copy of the signed contract documents will be returned for your records. If you require an original, please return an extra original copy of the contracts, and it will be forwarded back to you via mail. If you have questions or are unable to meet the above referenced deadline, please contact me at (573) 751-1318.

Sincerely,

Heather Haslag  
CJ/LE Program Manager

cc: File

Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
AWARD OF CONTRACT

**Ord. 4675**

P.O. Box 749  
Jefferson City, Missouri 65102  
Phone: (573) 751-4905

Program Area: <b>2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program</b>		Catalog of Federal Domestic Assistance (CFDA) #: <b>16.738</b>
Contractor Name: <b>Jackson County, Drug Task Force</b>		
Project Title: <b>Jackson County Multi-Jurisdictional Drug Task Force</b>		
Contract Period: <b>7/1/2014 to 6/30/2015</b>	State/Federal Funds Awarded: <b>\$244,759.80</b>	Contract Number: <b>2013-JAG-012</b>

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

Michael Sanders

Contractor Authorized Official Name

Contractor Authorized Official Signature

10/6/2014

Date

Herb Soule

Contractor Project Director Name

Contractor Project Director Signature

10/17/14

Date

**This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Authorized Official of the Missouri Department of Public Safety.**

07/01/2014

Authorized Official, MO Department of Public Safety

Date



**MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**



**2014 CERTIFIED ASSURANCES**

**Ord. 4675**

<b>Contractor Name:</b>	Jackson County, Drug Task Force	<b>Contract Number:</b>	2013-JAG-012
<b>Project Title:</b>	Jackson County Multi-Jurisdictional Drug Task Force		

The Contractor hereby assures and certifies compliance with all the following certified assurances:

**General:**

1. The Contractor assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the JAG Solicitation, the DPS Financial and Administrative Guide, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of federal or state monies, the Contractor is required to attend the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
3. **Non-Supplanting:** The Contractor assures that federal and/or state grant funds made available under this contract will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
4. **Change in Personnel:** The Contractor agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
5. **Contract Adjustments:** The Contractor understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Contractor but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Contract Adjustment via WebGrants.
6. **Monitoring:** The Contractor agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Contractor assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Contractor assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri

Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.

7. **Criminal Activity:** The Contractor assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

The Contractor shall not make false statements or claims in connection with any Office of Justice Programs or DPS state funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contract, and/or other remedy by law. The Contractor must promptly refer to the Department of Justice, Office of Inspector General and/or the Missouri DPS any credible evidence that a principal, employee, agent, Contractor, Contractor, sub-Contractor, or other person has either:

- a. Submitted a false claim for grant funds under the False Claims Act or
- b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

For recipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the OIG and DPS by mail at:

Office of Inspector General  
Office of Justice Programs and Investigations Div.  
950 Pennsylvania Avenue, N.W., Room 4706  
Washington, D.C. 20530

Missouri Department of Public Safety  
Office of the Director  
Attention: [Insert Grant Program]  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749

For recipients of state grant funding, potential fraud, waste, abuse, or misconduct must be reported to the DPS by mail at the above noted address.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Lobbying:** The Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government,

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and Contractors.

The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or Contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

9. **Fair Labor Standards Act:** All recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
10. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Contractor assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

11. **Relationship:** The Contractor agrees that they will represent themselves to be an independent Contractor offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Missouri Department of Public Safety and the Office of the Director, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
12. **Injury and Damage:** The Contractor agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Contractor's performance under the contract, the Contractor assumes the obligation to save the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Contractor also agrees to hold the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any sub-contractor or other person employed by or under the supervision of the Contractor under the terms of the contract.
13. **Uniform Crime Reporting (UCR):** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
14. **Racial Profiling:** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
15. **Federal Equitable Sharing Funds:** The Contractor assures that its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
16. **Custodial Interrogations:** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

17. **DWI Law:** The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 577.005 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
18. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Contractor to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
19. **Drug-Free Workplace Act of 1988:** The Contractor assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
20. **ACORN:** Contractors understand and agree that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
21. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

#### **Civil Rights:**

1. **Enforcing Civil Rights Laws:** The Contractor acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
2. **Discrimination:** The Contractor acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
3. **Limited English Proficiency (LEP):** The Contractor assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Persons*, 67 Fed. Reg. 41455 (June 18, 2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). 'Meaningful access' will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <http://www.lep.gov>.
4. **Equal Employment Opportunity Plan (EEOP):** The Contractor agrees to comply with the applicable requirements of 28 C.F.R. pt 42, subpt. E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Contractor will maintain an EEOP if the recipient (1) is a state or local government

agency or any business; and (2) has 50 or more employees; and (3) receives a single award of \$25,000 or more. The Contractor that is required to maintain an EEOP must submit an EEOP Utilization Report to DOJ's Office for Civil Rights (OCR), Office of Justice Programs, if it receives a single award of \$500,000 or more. The EEOP Utilization Report can be found at <http://ojp.gov/about/ocr/eeop.htm>.

All Contractors, irrespective of their EEOP obligations, must complete the EEOP Certification Form, in which the recipient declares its satisfaction of its obligations. The Certification Form can be found at <http://ojp.gov/about/ocr/pdfs/cert.pdf>.

5. **Finding of Discrimination:** The Contractor assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the Contractor will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs.
6. **Unlawful Employment Practices:** The Contractor assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
7. **Discrimination in Public Accommodations:** The Contractor assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

#### **Financial:**

1. **Fund Availability:** The Contractor understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
3. **Financial Guide:** The Contractor agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide which can be found at <http://www.ojp.usdoj.gov/financialguide/index.htm>.
4. **Allowable Costs:** The Contractor understands that only allowable and approved contract expenditures will be reimbursed under this contract. These monies may not be utilized to pay debts incurred by other activities. The Contractor agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Contractor shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Contractor certifies that all expendable and non-expendable property purchased funds under this contract shall be used for criminal justice purposes only.
5. **Financial Reporting Requirements:** The Contractor agrees to complete and submit any financial reports required for this program as outlined in the JAG Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
6. **Project Income:** The Contractor agrees to account for project income/federal forfeitures generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly



Claim report. The Contractor understands that all project income generated as a result of this contract shall be expended during the life of the contract.

8. **Procurement:** The Contractor assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Contractor assures that all procurement transactions will meet the minimum standards set forth in the *Financial and Administrative Guidelines* section of the JAG solicitation and identified here:
  - A. 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. Purchases (not unit cost) totaling less than \$3,000 may be purchased with prudence on the open market.
  - C. Purchases (not unit cost) estimated to cost between \$3,000 but less than \$24,999, shall be competitively bid, but need not be solicited by mail or advertisement.
  - D. Purchases (not unit cost) with an estimated expenditure of \$25,000 or over shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
  - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
    - i. Sole source procurement by a unit of government on amounts greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
    - ii. Sole source procurement of items costing \$100,000 or more requires prior approval from the U.S. Department of Justice, which must be obtained by the Missouri Department of Public Safety.
9. **Buy American:** The Contractor acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American mandate in Section 34.353 RSMo are met.
10. **Buy Missouri:** The Contractor also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
11. **Debarment:** This certification is required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Contractor certifies that it and its principles:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of 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; violation of Federal or State antitrust statutes or commission of 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 governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default

7. **Audit:** The Contractor agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This guidance states that non-federal entities that expend \$500,000 or more in federal funds (from all sources including pass-through sub-awards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of as further described in the OJP Financial Guide, Chapter 3.19, Audit Requirements. The Contractor assures it shall submit a copy of the financial audit report to the Missouri Department of Public Safety if they have met or exceeded this federal threshold.
12. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event that the Missouri Department of Public Safety determines that a Contractor is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable regulations, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. If this occurs, the Contractor has the right to an appeal hearing. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.

13. **Enforceability:** If a Contractor fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
14. **Compensation:** The Contractor understands that funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. The Contractor understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

#### **Programmatic:**

1. **Time Records Requirement:** The Contractor assures that, all project personnel funded through this contract will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to the Missouri Department of Public Safety personnel upon request.
2. **Bulletproof Vests:** The Contractor understands if monies are requested and awarded for the purchase of bulletproof vests that JAG funds may be used to purchase vests, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program. Further, the Applicant understands that bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found at <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
3. **Bulletproof Vest Policy:** The Contractor understands if monies are requested and awarded for the purchase of bulletproof vests that the law enforcement agency must have a written "mandatory wear" policy in effect. Per BJA, there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The Contractor will be required to**

forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the award.

4. **Criminal Intelligence Systems:** The Contractor agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.
5. **Duplication of Networks:** The Contractor assures that all equipment/software requested and purchased under this contract application must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.
6. **Mitigation Plan:** The Contractor agrees to fully comply with the Missouri Department of Public Safety's Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations, where such grant-funded project is for a drug task force. No monies from this award may be obligated to support methamphetamine lab operations unless the Contractor agrees to this special condition and fully participates in implementation of the Mitigation Plan.
7. **NEPA:** The Contractor agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, prior to obligating grant funds, the Contractor agrees to first determine if any of the below activities will be related to the use of the grant funds.

The Contractor understands this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Contractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- A. New construction;
  - B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
  - C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
  - D. Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
  - E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
8. **Data Reporting Requirements:** The Contractor agrees to complete and submit any data or statistical reports required for this program as outlined in the JAG Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
  9. **Drug Task Force Training:** The Contractor agrees to complete, where applicable, the online task force training provided free of charge through BJA's Center for Task Force Integrity and Leadership and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the JAG Solicitation. The training is intended for the task force commander, agency executive, task force officers, and other task force members of equivalent rank.

***The Contractor Authorized Official and Contractor Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.***

Michael Sanders

Contractor Authorized Official Name

A handwritten signature in dark ink, appearing to read "MS", written over a horizontal line.

Contractor Authorized Official Signature

10/6/2014

Date

Herb Soule

Contractor Project Director Name

A handwritten signature in dark ink, appearing to read "Herb Soule", written over a horizontal line.

Contractor Project Director Signature

10/7/14

Date

## **IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** authorizing and directing the issuance, sale, and delivery of not to exceed \$360,000,000 principal amount of Special Obligation Refunding Bonds (Harry S. Truman Sports Complex Project) Series 2014, of Jackson County, Missouri, and authorizing certain other documents and actions in connection therewith.

**ORDINANCE NO. 4676**, October 13, 2014

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, Jackson County, Missouri (the "County") operates pursuant to its county charter (the "County Charter"), and is a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the County desires to refinance the costs of certain capital improvements and is authorized under the provisions of the Constitution of Missouri and its County Charter to issue and sell special obligation bonds for the purpose of providing funds to finance and refinance the costs of capital improvements and to provide that the principal of and interest on such special obligations bonds shall be payable solely from the revenues derived from annual appropriations by the County Legislature and other sources as provided herein; and,

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest on the County and of its inhabitants that special obligation bonds be issued and secured in the form and manner as hereinafter provided to provide funds for such

purpose; and,

WHEREAS, the Legislature finds and determines that it is necessary and desirable to issue the County's Special Obligation Refunding Bonds (Harry S. Truman Sports Complex Project) Series 2014, in the aggregate principal amount of not to exceed \$360,000,000 (the "Series 2014 Bonds"), for the purpose of providing funds to refund the County's outstanding Special Obligation Bonds (Harry S. Truman Sports Complex Project) Series 2006 (the "Refunded Bonds") and to pay the costs of issuance associated with the Series 2014 Bonds and the refunding of the Refunded Bonds; and,

WHEREAS, the Legislature further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2014 Bonds that the County execute certain documents, and that the County take certain other actions and approve the execution of certain other documents as herein provided; now therefore

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

**Section 1. Approval of Issuance of the Series 2014 Bonds.** The Legislature hereby approves the issuance and sale of the Series 2014 Bonds in the aggregate principal amount of not to exceed \$360,000,000, for the purpose of providing funds to refund the Refunded Bonds and to pay the costs of issuing the Series 2014 Bonds and the refunding of the Refunded Bonds. The Series 2014 Bonds shall be issued and secured pursuant to a Trust Indenture (the "Indenture") between the County and BOKF, N.A. (the "Trustee"). The final terms of the Series 2014 Bonds shall be specified in the Indenture

upon the execution thereof, and the signatures of the officers of the County executing the Indenture shall constitute conclusive evidence of their approval and the County's approval thereof; *provided, however*, that the Series 2014 Bonds shall have a final maturity not later than December 31, 2031, shall have a weighted average maturity of not less than eight years and not more than thirteen years, shall bear interest at various interest rates not to exceed a true interest cost of 5.00% per annum, and shall be subject to optional redemption prior to maturity not later than 2025. The Series 2014 Bonds shall provide net present value debt service savings of at least 2.0% of the principal amount of the Refunded Bonds.

**Section 2. Sale of the Series 2014 Bonds.** The sale of the Series 2014 Bonds to Oppenheimer & Co. Inc., Bank of American Merrill Lynch and Valdes & Moreno, Inc. (the "Purchasers") with an underwriting discount of not more than 0.85% of the principal amount thereof, as set forth in the Bond Purchase Agreement, is hereby approved. Delivery of the Series 2014 Bonds shall be made to the Purchasers as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Bond Purchase Agreement.

**Section 3. Limited Obligations.** The Series 2014 Bonds and the interest thereon shall be limited obligations payable solely out of Pledged Revenues (as defined in the Indenture). The Series 2014 Bonds and the interest thereon shall not constitute a debt or liability of the County, the City of Kansas City, Missouri or the State of Missouri or of any political subdivision thereof, and the Series 2014 Bonds shall not constitute an

indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

**Section 4. Authorization of Documents.** All County officers are hereby authorized to execute the following documents (the "County Documents"), in substantially the forms presented to the Legislature (copies of which documents shall be filed in the records of the Clerk of the County Legislature), with such changes therein as shall be approved by the officers of the County executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) The Indenture.
- (b) Tax Compliance Agreement between the County and the Trustee.
- (c) Bond Purchase Agreement between the County and the Purchasers.
- (d) Continuing Disclosure Agreement between the County and BOKF, N.A., as dissemination agent.
- (e) Amended and Restated Authority Cooperation Agreement between the County and the Jackson County Sports Complex Authority.
- (f) Escrow Agreement between the County and BOKF, N.A., as escrow agent.

**Section 5. Official Statement.** The Preliminary Official Statement, in the form presented to the Legislature at a regular meeting, is hereby ratified and approved, and the final Official Statement is hereby adopted by supplementing, completing and amending the Preliminary Official Statement. The County Executive is hereby authorized to execute the



Official Statement and the Purchasers are hereby authorized to use the Preliminary Official Statement and the final Official Statement in connection with the sale of the Series 2014 Bonds.

**Section 6. Execution of Documents.** The County is hereby authorized to enter into and the County Executive is hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the County, the County Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The Clerk of the County Legislature is hereby authorized to attest to such documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 7. Further Authority.** The officers, agents and employees of the County, including the County Executive and the Clerk of the County Legislature, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the County with respect to the County Documents and the Series 2014 Bonds, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

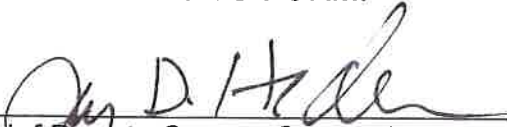
**Section 8. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 9. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 10. Effective Date.** This Ordinance shall take effect and be in full force from and after its adoption in accordance with the County Charter.

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. 4676 introduced on October 13, 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. 4676.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

# REQUEST FOR LEGISLATIVE ACTION

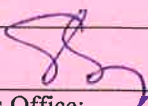
Completed by County Counselor's Office:

~~Record~~ No.: 4676

Sponsor(s): Scott Burnett

Date: October 13, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An resolution authorizing the County Executive to execute an Amended and Restated Agency Agreement with the Jackson County Sports Complex Authority concerning the management, operating, and maintenance of the Harry S. Truman Sports Complex, at no cost to the County.</u></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>\$</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>\$</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 / TO</td><td>FROM ACCT</td></tr> <tr> <td></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 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:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT		TO ACCT
Amount authorized by this legislation this fiscal year:	\$												
Amount previously authorized this fiscal year:	\$												
Total amount authorized after this legislative action:	\$												
Amount budgeted for this item * (including transfers):	\$												
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT												
	TO ACCT												
PRIOR LEGISLATION	<p>Prior ordinances and (date): Ordinance 3789, 7/17/06</p> <p>Prior resolutions and (date):</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Shelley Kneuvean, Chief Operating Officer</p>												
REQUEST SUMMARY	<p>This resolution authorizes the refunding of the bonds described in Ordinance 4676.</p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
ATTACHMENTS													

REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 9/25/14
	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:

- ☐ 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.

## **IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a License and Professional Services Agreement with Entercom Kansas City, LLC, d/b/a KZPT, for the sponsorship of an event at Longview Lake, at an actual cost to the County not to exceed \$18,999.00.

**RESOLUTION NO. 18627**, October 13, 2014

**INTRODUCED BY** Fred Arbanas, County Legislator

WHEREAS, the County and Entercom Kansas City, LLC, d/b/a KZPT 99.7 The Point ("KZPT"), will celebrate the 18<sup>th</sup> Anniversary of "Christmas in the Sky" on Wednesday, November 26, 2014, which will feature a synchronized fireworks display and other entertainment in connection with the County's Christmas in the Park event; and,

WHEREAS, "Christmas in the Sky" will serve as the grand opening for the County's Christmas in the Park, one of the most popular holiday displays in the region; and,

WHEREAS, the Legislature acknowledges the benefits to the Jackson County and Kansas City communities of attracting an entertainment event to Jackson County which will promote good will and encourage family outings to Jackson County park facilities; and,

WHEREAS, the County will contribute \$18,999.00 to assist with the production of the display and in return KZPT will provide the Parks + Rec Department \$23,000.00 worth of air time to be used for advertising Parks + Rec Department activities during 2015;

and,

WHEREAS, the attached License and Professional Services Agreement sets out the rights and obligations of the parties; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached License and Professional Services Agreement with KZPT; 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. 18627 of October 13, 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: 300 1670 56790  
ACCOUNT TITLE: Park Enterprise Fund  
Special Events  
Other Contractual

NOT TO EXCEED: \$6,499.00

ACCOUNT NUMBER: 003 1601 56790  
ACCOUNT TITLE: Park Fund  
Director - Parks  
Other Contractual Services

NOT TO EXCEED: \$12,500.00

  
Date

  
Director of Finance and Purchasing



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18627

Sponsor(s): Fred Arbanas

Date: October 13, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Christmas In The Sky</u></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>\$18,999.00</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>\$18,999.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$18,999.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td>Enterprise Fund 300-1670-56790 \$6,499.00 Park Fund 003-1601-56790 \$12,500.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$59,100 (Enterprise); \$27,900 (Park)</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): \$17,900.00</p>	Amount authorized by this legislation this fiscal year:	\$18,999.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$18,999.00	Amount budgeted for this item * (including transfers):	\$18,999.00	Source of funding (name of fund) and account code number; FROM / TO	Enterprise Fund 300-1670-56790 \$6,499.00 Park Fund 003-1601-56790 \$12,500.00
Amount authorized by this legislation this fiscal year:	\$18,999.00										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$18,999.00										
Amount budgeted for this item * (including transfers):	\$18,999.00										
Source of funding (name of fund) and account code number; FROM / TO	Enterprise Fund 300-1670-56790 \$6,499.00 Park Fund 003-1601-56790 \$12,500.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. 18285 (10/21/13), Res 18010 (10/29/12), Res 17695 (10/17/11), Res 17402 (10/25/10), Res. 17035 (10/12/09), Res. 16726 (10/06/08), Res. 16413 (09/24/07)</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Michele Newman, Director of Parks + Rec, (816) 503-4821</p>										
REQUEST SUMMARY	<p>This year, we are proudly celebrating the 18<sup>th</sup> Anniversary of Christmas In The Sky, presented by Jackson County and KZPT 99.7 The Point. Jackson County is entering into a trade-out agreement with KZPT. This RLA would authorize a payment in the amount of \$18,999.00 to Entercom Kansas City dba KZPT. KZPT will provide \$14,000.00 for a fireworks display and \$4,999.00 for staging. KZPT will also provide Jackson County Parks + Rec with \$23,000 worth of air time to be used at the discretion of Jackson County Parks + Rec in 2015. Jackson County Parks + Rec will provide all other costs associated with the event, utilizing resources within the existing budget. This advertising will greatly benefit six major events, the Golf Course, Boat Rental Sales and several Park promotions. Christmas In The Sky serves as the grand opening for Christmas In The Park. Christmas In The Sky has become a family holiday tradition for thousands of patrons annually. Christmas In The Sky features a synchronized fireworks display to holiday music, as well as an on-stage Holiday Musical Production.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS		
REVIEW	Department Director: Michele Newman <i>Michele Newman</i>	Date: 10/01/14
	Finance (Budget Approval) If applicable <i>William S. Ball</i>	Date: 10-6-14
	Division Manager: <i>[Signature]</i>	Date: 10/6/14
	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:

- ☐ 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: October 6, 2014

~~ORD~~/RES # 18627

Deborah S Ball 10-6-14  
Budgeting

ENTERCOM KANSAS CITY, LLC

**LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between JACKSON COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through its County Executive (hereinafter called "the County") and Entercom Kansas City, LLC d/b/a KZPT (hereinafter called "KZPT").

WHEREAS, KZPT is endeavoring to attract, promote, and conduct an event Wednesday, November 26, 2014, which will feature a synchronized  
(Week Day) (Month) (Date)  
fireworks display and entertainment and,

WHEREAS, KZPT is desirous of obtaining permission to have such an event at the County's Longview Lake beach, its surrounding grounds, the balloon port and Shelters 3, 12 and 13 and its surrounding grounds, The Little Blue Valley Sewer Pump Station Access Road (West of Mouse Creek) and its surrounding grounds staying approximately 30 feet from Pump Station and,

WHEREAS, the County acknowledges the benefits to the Jackson County and Kansas City communities of attracting an entertainment event to Jackson County which will promote goodwill and encourage family outings to Jackson County Park facilities;

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the parties hereby covenant and agree to keep and perform.

WITNESSETH:

1. **Subject Property and Period of License.** Subject to the conditions hereof, County agrees to furnish, for the use and control by KZPT for purposes hereinafter named, all of County's property and improvements known as Longview Lake Beach and its surrounding grounds, the Balloon Port, Shelters #3, #12 and #13 and its surrounding grounds, Little Blue Valley Sewer Pump Station Access Road (West of Mouse Creek) and its surrounding grounds, staying approximately 30 feet from Pump Station), improvements, and roads (hereinafter, the "Property"). The Property will be used by KZPT for the purpose of conducting an Event to be known as KZPT's Christmas in The Sky (hereinafter, "the Event"), which will feature exhibits and entertainment as have been previously described. A schedule of activities, exhibits, and entertainment, shall be submitted to the County on or before

Friday, November 7, 2014. The period of KZPT's possession and use  
(Week Day) (Month) (Date)

shall commence at 8:00 o'clock a.m. Wednesday, November 26, 2014 and  
(Week Day) (Month) (Date)

terminate at 10:00 p.m. on Wednesday, November 26, 2014.  
(Week Day) (Month) (Date)

KZPT will utilize entirely professional companies to produce the event.

2. **Control of Property.** In granting a license of said Property to KZPT the County does not relinquish the right to control the general management thereof and to enforce all necessary and proper rules for the general management and conservation of the same.

3. **Exhibitors.** KZPT may contract with exhibitors and concessions to occupy portions of the Property during the period of the license, subject to the County's approval of individual contractors. Such persons shall be given time prior

to the Event opening Tuesday, November 25, 2014 to install exhibits,  
(Week Day) (Month) (Date)

equipment and concessions, and all such material shall be removed from said

Property on or before 5:00 o'clock p.m. on Monday, December 1, 2014.  
(Week Day) (Month) (Date)

In the event that several portions of the said Property are not vacated by KZPT and its contractors on the date above named as the end of the term for which said portions of said Property are respectively licensed or let to KZPT, then the County shall be, and is hereby authorized upon notice to KZPT to remove from the Property, at the expense of KZPT all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the portions of said Property on which the term of license has expired, and the County shall not be liable for any damages or loss to such goods, wares, merchandise, or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the County is hereby expressly released from any and all claims for damages of whatever kind or nature.

**4. Structures Allowed and Removal of Structures.** The County gives its permission for the temporary construction of any platforms, staging, or small towers by KZPT and any of the exhibitors and concessions. The locations of these structures are to be pre-approved by the County. The expense of any such construction and/or the removal of any such features so constructed shall be borne by KZPT and any damage to said Property, caused by the construction or removal of such platforms, staging, or small towers, as determined by the County, shall be paid by KZPT. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-c below. KZPT may begin installation of structures, utilities, and facilities

on Tuesday, November 25, 2014. KZPT must submit to the County a diagram indicating the locations of all facilities and equipment by Friday, November 7, 2014. Given that this event will continue after dark, Jackson County Parks + Rec will be responsible for the lighting of the "property" with no less than eight to ten sets of lights with generators.

- a. KZPT may erect staging, hospitality tents and canopies on the Property.  
The number and exact location of such tents to be installed is subject to approval by the County.
- b. KZPT has permission to use a public address system to make announcements regarding the event and, as area will contain music entertainment, speaker systems for this purpose are allowed as well.
- c. KZPT may install a temporary power distribution system to provide electricity to the property. The system will be designed and installed by a licensed electrical contractor and will be equipped with the proper safeguards in accordance with the applicable codes.

5. **Fire Suppression.** KZPT is responsible for providing fire suppression. Requirements are one fire truck with appropriate number of operators at Fireworks location (Kansas City Fire Department) and adequate fire extinguishers in concession cooking areas and parking areas.

6. **Refuse and Waste Disposal.** Jackson County will provide barrels and or cardboard containers with liners to hold refuse at various locations in the Property area and in the vicinity of concession stands, exhibit areas, spectator areas, parking areas, etc. Jackson County will provide employees to empty barrels, refill liners and police the area for refuse in a timely manner during the Event and clean-up following the Event.

Areas of clean-up include all the "Property" as designated in condition #1. Jackson County Parks + Rec shall provide portable toilets (not less than 12) to be located on the Property, the number and exact locations of which are to be agreed upon by the parties. All portable toilets shall be removed by 5:00 p.m. Monday, December 1, 2014. KZPT shall not deposit litter, including oil, grease, gasoline, etc., in the waters of Longview Lake, but shall deposit such litter in containers which it shall provide at sites established for that purpose. KZPT shall dispose of the contents of such containers at landfills outside the Property, in accordance with federal, state, and local law.

7. **Emergency Medical Services.** Jackson County Parks + Rec shall arrange for emergency medical services. Services shall include one ambulance with two emergency medical technicians stationed on the Property.

8. **Electricity.** In the event that extra lights or electrical power, other than the regular lights or electrical power of the Property, are required to be used by KZPT between November 26, 2014 and November 28, 2014, it shall be paid at the current rate by KZPT. All lights or electrical power used by KZPT in the installation by others of exhibits or platforms, or used by exhibitors, shall be paid for by KZPT within a 30-day period.

9. **Law Observance.** KZPT shall ensure that its employees, agents and representatives connected with said Event shall abide by, conform to, and comply with all of the laws of the United States and the State of Missouri, and all the applicable City and County ordinances and the rules and regulations of the County for the government and management of the said Property, together with all applicable rules and requirements of the appropriate police and fire departments, and shall not do, nor suffer to be done,



anything on the said Property, during the term of this Agreement, in violation of any rules, laws, or ordinances, and, if the attention of KZPT is called to a violation on the part of KZPT or any person employed by KZPT, KZPT shall immediately desist from and correct such violation. Similarly, KZPT shall adhere to the safety requirements of the Event insurer(s).

10. **Control of Entrances, Exits, and Traffic.** The County understands and agrees that this license includes the rights of KZPT to completely control entrance to the grounds, entrances and exits upon the Property, and all use of the Property by the spectators on the date above-mentioned. The County shall close lanes of traffic on the streets and roads which it controls, as agreed by the parties. Jackson County will have uniformed off-duty officers stationed at the intersections of Raytown Road and 109th Street, Longview and Raytown Road, Raytown Road and the entrance to the swimbeach, Raytown Road and Highgrove, 109<sup>th</sup> and View High Drive, View High Drive and 3<sup>rd</sup> Street, and any additional intersections as designated by Jackson County and KZPT. Jackson County will provide directional signage to the Event.

11. **No Defacement or Destruction of Property and Conservation.** KZPT shall not injure, nor mar, nor in any manner deface said Property, and shall not cause anything to be done whereby the said Property is injured, marred, or defaced in any manner, nor shall KZPT make any alterations of any kind thereon. Furthermore, KZPT shall respect and conserve the plant life and wildlife of the Property. At the conclusion of the Event, KZPT shall repair any damage resulting from a breach in the stipulations in paragraph 11 to, or otherwise restore the Property to its condition prior to the Event.

**12. Reserved Rights.** KZPT is specifically granted the right to sell refreshments and other merchandise, to make photographs for its own records, to sell advertising for the Event, to broadcast the Event, and other privileges. KZPT will provide the County with marketing plans and examples of fliers, posters, and other advertising one month prior to the Event. The County shall approve all advertising and sponsorships of the Event and will not unreasonably withhold approval and will provide approval in a timely manner. Such approval includes the placement of sponsor banners/signs. KZPT shall provide the following Christmas in The Sky promotion and, Christmas in The Park promotion at no cost to the County:

- ❖ Live Remote - 3 Hour Broadcast of Christmas In The Sky
- ❖ On-Air Interview with a Jackson County Representative at a mutually agreeable time
- ❖ Jackson County Parks + Rec will be included in all promotional spots both radio & TV as a sponsor of Christmas In The Sky
- ❖ On-Air giveaways (sweatshirts and VIP Passes) one week prior to event. A total of five (5) on-air giveaways.
- ❖ Promotion of the event thru social media and website
- ❖ KZPT and Jackson County will provide co-MC's for Stage Production at Christmas In The Sky

Christmas in The Park will be promoted only as a Jackson County Parks + Rec Sponsored Event.

Christmas In The Park Promotion November 27-December 31

- 60x :30 On-Air promotional announcements (M-Su, 6a-Mid)
- 100x :30 Promotional announcements on KZPT streaming site (ROS)
- 75 live announcements November 27 – December 31
- Christmas In The Park included in homepage web banner at 997thepoint.com
- Image and link on KZPT Event Page at [www.997thepoint.com](http://www.997thepoint.com)
- Image and link in e-blast to KZPT's 38,000-member VIP Club

- Inclusion on Point Social Media (Facebook/Twitter) throughout promotional period.

**13. Concessions.** Regarding the operation by KZPT of facilities for the sale or other distribution of food, beverages, and merchandise, the parties agree as follows:

- a. The County shall approve all facilities by number, type, and location.
- b. The County shall approve all concessions offered by KZPT as to vendor, personnel, and products to be offered.
- c. KZPT shall require that all sponsors with booths serving food/drink obtain and have available on-site all permits and documents required by the State and County for the operation of concession stands.
- d. The concession stands may sell sandwiches, package foods, beverages, and merchandise to the public. The operation of these stands shall be in accordance with existing regulations.
- e. KZPT is responsible for insuring that food handling personnel follow applicable state and local food service regulations.
- f. Concessions stands may not make sales to the public until they have been inspected and approved by the County's Environmental Health Division.
- g. KZPT shall adhere to the following conditions in all food service operations:
  - 1) Stands must be thoroughly cleaned and new paper placed on the shelves before being put into service;
  - 2) Meat and other perishables are to be refrigerated or kept on ice prior to cooking. Condiments shall be individual service packets, or kept in small, covered containers, which shall be changed frequently;
  - 3) Utensils shall be provided and used in such a manner as to minimize contact of food with hands;
  - 4) Hand washing facilities, including water, soap, and paper towels, shall be provided at each food dispensing stand; and
  - 5) No food items shall be stored on ice in which drinks are to be cooled.

14. **Assignment.** KZPT shall not assign this Agreement, nor suffer any use of said Property other than herein specified, nor sublet the Property or any part thereof, without the written consent of the County.

15. **No Responsibility for KZPT Property on County Premises.** KZPT assumes all responsibility and the County assumes no responsibility whatever for any Property of KZPT exhibitors or participants placed on said property, and the County is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to property that may be sustained by reason of the occupancy of said Property under this license.

16. **Indemnification and Insurance.** KZPT agrees to indemnify and hold the County harmless from and against any and all liability and loss which the County shall incur by reason of any injury to or death of any person, or damage to any property (collectively, "Loss"), caused by or attributed to any of KZPT's employees, contractors, or KZPT's contractors' equipment on the Property pursuant to this Agreement unless such injury, damage, or loss was caused by the acts or omissions of the County or any of its employees, agents, contractors or vendors. In the event that any suit or action is brought against the County that is or may be covered by the immediately preceding indemnification obligation, KZPT shall be solely responsible for defending the same at KZPT's sole cost and expense. KZPT shall maintain workers' compensation and employees' liability insurance for its employees. The minimum limits required are the statutory provisions of the State of Missouri's Workers' Compensation Law and Employer's liability of \$100,000 each accident, or each employee for disease, subject to a \$500,000 aggregate for disease. KZPT shall also provide general liability insurance, to

be written on an occurrence form, including coverage for premises and operations, products, completed operations, independent contractors, contractual liability, broad form property damage and personal injury.

The County, the United States Army Corps of Engineers and The Little Blue Valley Sewer District are added as an additional insured, in respect of liability arising out of operations performed by or on behalf of KZPT under this Agreement. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute with KZPT's insurance with respect to liability of KZPT hereunder, but shall be primary with respect to liability of the County hereunder. Any deductibles or self-insured retentions shall be at the expense of KZPT with respect to liability of KZPT hereunder, shall be at the expense of County with respect to liability of the County hereunder.

The limits of liability shall be not less than the following:

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, subject to a \$3,000,000 aggregate. The limits may be provided by a combination of underlying and excess or umbrella policies.

KZPT shall also provide or cause to be provided automobile liability insurance covering all owned, hired, and non-owned motorized vehicles and trailers used by KZPT or its contractors with limits of liability not less than the following:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

A Certificate of Insurance evidencing KZPT's insurance pursuant to the above requirements shall be issued to the County by Friday, November 7, 2014 and shall state the Event it is issued to cover. The required insurance shall be underwritten by insurance companies licensed to do business in the State of Missouri and having A.M. best rating of

not less than A-VI, unless otherwise agreed to by the County. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 10 days' prior written notice by certified mail, return receipt requested, has been given to the County. KZPT shall cause Jackson County Parks + Rec, the US Army Corps of Engineers, and the Little Blue Valley Sewer District to be named as additional insured on the fireworks company's insurance policy.

**17. Off-Street Parking.** KZPT is permitted to allow parking by Event participants and the public in the grassy fields of the Property. KZPT will provide the County with a diagram showing the planned parking areas by

Friday, November 7, 2014 as agreed by parties.  
(Week Day) (Month) (Date)

**18. Fire.** In case the said Property, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the County impossible, the County shall not in any case be held liable or responsible to KZPT for any damages caused thereby.

**19. Security.** Jackson County shall be responsible for providing adequate security personnel. One uniformed officer will provide on-site security. No less than seven (7) to nine (9) off-duty officers will provide traffic control. The Chief of Park Safety for Jackson County Parks + Rec will provide 10 Rangers for five hours at no cost to KZPT. There will be a meeting of security personnel from the needed jurisdictions prior to the Event.

**21. Allocation of Revenue.** Jackson County, serving as a sponsor, has entered into a Master Trade Agreement with KZPT (see Attachment A attached hereto and incorporated herein by this reference). Jackson County Parks + Rec will provide

\$23,000 towards the production of Christmas in the Sky, consisting of a \$18,900 cash payment and in-kind services valued at \$4,100.00, and will receive \$23,000 worth of air time to be used at the discretion of Jackson County Parks + Rec in 2015 on any Entercom Kansas City Station in accordance with the terms of the Master Trade Agreement.

**22. Cash or Performance Bond.** On or before Friday, November 7, 2014 KZPT shall post a cash bond, or performance bond from a surety satisfactory to the County, in the amount of \$10,000 to ensure any costs of repair and restoration of the Property required under paragraphs 3, 4, and 11 and any other costs due the County from KZPT.

**23. Sales Tax.** KZPT shall be wholly responsible for the collection and payment of any and all state and local sales and use taxes due from the sale of admissions, parking, food, beverages, and other merchandise at the Event.

**24. Conditions Precedent.** The parties understand and agree that this Agreement shall have no effect if the United States Army Corp of Engineers does not permit this Event to be held on the Property, or if the Event cannot be insured.

**25. Approval, Consent, and Notice.** Any approval, consent, or notice required hereunder by or to the County, shall be made or given by or to the County's Director of Parks + Rec. Any approval, consent, or notice required hereunder by or to KZPT shall be made or given by or to its VP/Market Manager. Unless otherwise herein specified or agreed in writing between the parties all approvals, consents, and notices required hereunder shall be in writing. Further, unless otherwise agreed, notice shall be issued by certified mail.

To County: Michele Newman, Director

Department of Parks + Rec  
Jackson County, Missouri  
22807 Woods Chapel Road  
Blue Springs, MO 64015

To KZPT: David Alpert, Vice President and Market Manager  
Entercom Kansas City, LLC d/b/a KZPT  
7000 Squibb Road  
Mission, KS 66202

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the  
day and year first above written in duplicate originals.

**JACKSON COUNTY, MISSOURI**

\_\_\_\_\_  
Michael D. Sanders  
County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen W. Nixon  
Jackson County Counselor

ATTEST:

\_\_\_\_\_  
Mary Jo Spino  
Clerk of County Legislature

\_\_\_\_\_  
Michele Newman, Director  
Jackson County Parks + Rec

By: \_\_\_\_\_  
David Alpert  
Vice President and Market Manager  
Entercom Kansas City, LLC d/b/a KZPT

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$23,000 which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of the Department of Finance  
Account No. \_\_\_\_\_



:MTA #



Station:

## Master Trade Agreement

Res. 18627

## Section 1 - Advertiser Information

Date: 9/25/2014

Corp ☐Partnership ☐Individual ☐

\* Advertiser Name: Jackson County Parks + Rec

Tax ID #:

Agency Name:

To be Logged As: Jackson County Parks + Rec

Street (not P.O. Box): 22807 Woods Chapel Road, Blue Springs, MO 64015

City, State Zip: Blue Springs, MO 64015

Mailing Address: same as above

City, State Zip:

Phone Number:

Fax Number:

Contact Name: Michele Newman

OR

Acct Exec Name: Joanne Raines

AE#: x3662

\* Advertiser information must always be the company that the exchange of goods will be with.

## Section 2 - Agreement Specifics

Airtime \$: 23,000

Non-commissionable

Valid from: 1/1/2015

Valid to: 12/31/2015

1 yr maximum

Goods/Services \$: 23,000

Valid from: 11/21/2015

Valid to: 12/23/2015

1 yr maximum

Product to be Advertised:

Jackson County Parks + Rec's Programs

Goods/Services to be rendered by Station:

Christmas In The Sky (2015 event date TBD) event spac

KZPT to also benefit from fireworks, stage/sound/lighting

## Section 3 - Terms &amp; Conditions

Station agrees to furnish to Advertiser the broadcast advertising set forth herein upon the terms and conditions contained in Station's Radio Broadcast Agreement except as modified herein. In order to place a particular advertising schedule hereunder, Advertiser shall execute a Standard Radio Broadcasting Agreement, which agreement shall specifically reference this Master Trade Agreement. The rates for such broadcasting advertising shall be those set forth herein, or if no particular rates are set forth, shall be the prevailing rates set by Station for cash advertisers at the time of each broadcast. Any talent, announcer or production charges in connection with broadcast advertising shall be paid separately by client in cash upon receipt of Station's invoice. Station will use its best efforts to broadcast advertising in accordance with the schedule requested by Advertiser, but all advertising placed pursuant to this agreement is subject to preemption in favor of cash advertising. Stations will make good preemption at the next available time, to which make goods Advertiser hereby consents. All broadcast time made available to Advertiser hereunder must be utilized by Advertiser by the "end date" set forth herein or one year from the date of this agreement, whichever occurs first, or the same shall lapse without further notice or consideration, except only that advertising ordered to run within the said period which is preempted by Station. No exception to the foregoing will be binding on Station unless signed in writing by the President or Controller of Station. Station will not pay any advertising commission on broadcast time purchased hereunder and Advertiser shall indemnify, defend and hold harmless Station for any and all claims, demands, costs or expenses, including reasonable attorney's fees arising out of a claim by any person for a commission in connection herewith. Advertiser agrees to supply Station the goods /services that are described herein in exchange for the Broadcast Advertising specified herein, all in accordance with the terms and conditions contained herein. Advertiser shall only deliver goods or services hereunder and upon delivery of such goods or services shall receive a copy of the Merchandise Tracking receipt. Advertiser shall submit to Station monthly invoices itemizing goods and services provided hereunder during the previous month. Failure to provide such invoice shall constitute a waiver by advertiser of any claim for credit for such goods and services. Advertiser may only use the broadcast time purchased hereunder for Advertiser's business and may not transfer or assign its right hereunder without written consent of Station official. Station may assign its rights or obligations to any successor of its FCC broadcast license and upon acceptance in writing of the terms and conditions hereof by successor licensee, Station shall be relieved from any further liability or obligation hereunder. The value or price of the goods or services to be delivered hereunder shall be determined in accordance with the method specified in this agreement, or in the absence of a specific valuation method, the value or price shall be the average price offered to Advertiser's cash customers for the same or similar goods or services in the 30 days preceding the date of this agreement. Unless specifically stated to the contrary herein, Advertiser shall be responsible for and shall pay all sales, use, gross receipt or similar tax or levies of any governmental body imposed on the transaction. Advertiser warrants that the goods and services provided hereunder shall be merchantable and/or will be performed in a workmanlike manner and will be fit for Station's intended use. Advertiser agrees to indemnify and holds Station harmless from any and all claims, demands, judgments, costs or expenses of any kind, including reasonable attorney's fees, arising out of any breach of warranty or defective goods or services regardless of whether any act or omission of Station or its employees, agents or servants contributed in any way thereto. The terms and conditions contained herein shall apply to all purchases of goods and services hereunder by Station and no misunderstanding, agreement, term, condition, course of dealing or trade custom at variance herewith shall be binding on Station. Any prior terms in Advertiser's documents are specifically objected to and rejected. Advertiser shall accept this contract by written acceptance hereof or by commencing any work or deliveries in pursuance of this order or by utilizing any broadcast advertising hereunder. Any proposals for additional or different terms is objected to and shall not operate as a rejection of this contract and this contract shall be deemed accepted by Advertiser without said additional or different terms. If this contract is deemed an acceptance of a prior offer by Advertiser, such acceptance is expressly conditioned on Advertiser's assent to any additional or different term contained herein.

The following agree that the Terms and Conditions have been acknowledged, read, understood, and agreed upon.

By signing this agreement, both parties consent and agree to be legally bound by the terms set forth above.

STATION:

ADVERTISER:

OFFICIAL TITLE:

OFFICIAL TITLE:

Must be signed by Station VP or General Manager

Must be signed by Owner or Legal Officer

DATE:

DATE:

Res. 18627



Trade Contract Authorization

Date: 9/24/2014

Station: KZPT/WDAF/KCSP ☐ AM ☐ FM

Account Executive: Joanne Raines

Contract Type: Regular Trade ☒ Recipocal ☐ Cash Combination ☐

Is Trade necessary to secure cash buy: \_\_\_\_\_ Cash Amount: \_\_\_\_\_

Advertiser: Jackson County Parks + Rec

Address: 22807 Woods Chapel Road, Blue Springs, MO 64015

Agency: \_\_\_\_\_ Agency Commission: ☐ No  
☐ Yes paid by Cash  
☐ Yes paid by airtime

Address: \_\_\_\_\_

Client or Agency Contact: \_\_\_\_\_ Michele Newman

Gross Contract Amounts: Station Receives: \$23,000 Client Receives: \$23,000

Station to furnish Air-Time: Start Date: 1/1/2015 End Date: 12/31/2015

Description of merchandise and/or goods and services station receives: Christmas In The Sky held in November 2015 event space,

KZPT to also benefit from stage/sound/lighting.


Merchandise/Service Availability: Start Date: 11/1/2015 End Date: 12/31/2015

Comments or additional information: \_\_\_\_\_

Station Authorizations:

Account Executive \_\_\_\_\_ Date \_\_\_\_\_

Business Manager/Controller \_\_\_\_\_ Date \_\_\_\_\_

 9.24.14  
Sales Manager \_\_\_\_\_ Date \_\_\_\_\_  
Market Manager \_\_\_\_\_ Date \_\_\_\_\_

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the Director of Finance and Purchasing to issue a check in the amount of \$1,500.00 to High Aspirations for sponsorship of the Fourth Annual Mentors Challenge to be held November 6, 2014.

**RESOLUTION NO. 18628**, October 13, 2014

**INTRODUCED BY** Dan Tarwater, County Legislator

WHEREAS, the COMBAT staff recommends sponsorship of the Fourth Annual Mentors Challenge presented by High Aspirations, a local non-profit organization founded in 2004 to develop innovative ways to improve the quality of life for African American males in the Kansas City urban core; and,

WHEREAS, the Annual Mentors Challenge serves as a fund-raising opportunity for participants in the High Aspirations program enabling them to connect with a diverse group of successful adult male mentors; and,

WHEREAS, for its sponsorship, COMBAT will support the goals of the Annual Mentors Challenge to provide leadership training and other opportunities for its members; and,

WHEREAS, sponsorship of this event will promote COMBAT's "Don't Look the Other Way" anti-violence initiative by supporting opportunities for at-risk youths to develop appropriate skills through High Aspirations mentoring program; and,

WHEREAS, said sponsorship is in the best interest of the 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 Director of Finance and Purchasing be and hereby is authorized to issue a check to High Aspirations, in the amount of \$1,500.00 for sponsorship of the Fourth Annual Mentors Challenge to be held November 6, 2014.

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. 18628 of October 13, 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 4401 56210  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
COMBAT Administration  
Advertising  
NOT TO EXCEED: \$1,500.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

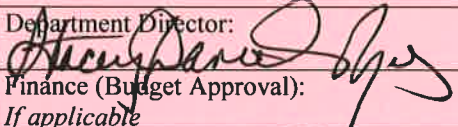

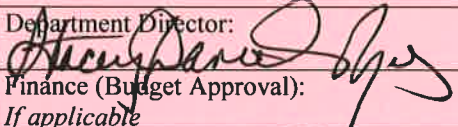

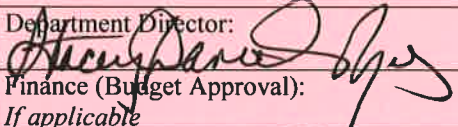

Res/Ord No.: 18628

Sponsor(s): Dan Tarwater

Date: October 13, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the Director of Financing to make payment to certain community groups to be funded by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, for the purpose of promoting anti-drug and anti-violence activities and purposes at community events, programs, and conferences, not to exceed \$1,500.00</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>\$1,500.00</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>\$1,500.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$1,500.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td><b>FROM: 008-4401-56210</b></td><td>\$1,500.00</td></tr> <tr> <td><b>Anti-Drug, COMBAT, Advertising</b></td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$70,000.00  <i>(Budgeted amount of \$70,000 includes \$10,000 identified for sponsorship of community events this fiscal year)</i></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): \$ 118,428  Prior Year Actual Amount Spent (if applicable): \$ 118,358</p>	Amount authorized by this legislation this fiscal year:	\$1,500.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$1,500.00	Amount budgeted for this item * (including transfers):	\$1,500.00	Source of funding (name of fund) and account code number:		<b>FROM: 008-4401-56210</b>	\$1,500.00	<b>Anti-Drug, COMBAT, Advertising</b>	
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<b>FROM: 008-4401-56210</b>	\$1,500.00														
<b>Anti-Drug, COMBAT, Advertising</b>															
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Dave Fleming, Planning &amp; Development Administrator, 881-3572,</p>														
REQUEST SUMMARY	<p>A resolution authorizing the Director of Financing to make payment to certain community groups to be funded by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, for the purpose of promoting anti-drug and anti-violence activities and purposes at community events, programs, and conferences, not to exceed \$1,500.00.</p> <p><b>Background:</b> 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 community event is:</p> <p>High Aspirations 4<sup>th</sup> Annual Mentors Challenge, Nov. 6, 2014</p> <p>Use of funds for these events will allow for purchase of advertising within the program booklet to be provided at</p>														



	<p>the event, as well as verbal recognition of the support.</p> <p>These advertising opportunities will allow for the promotion of the COMBAT <b><i>"Don't Look The Other Way"</i></b> anti-violence marketing campaign, as well as other COMBAT initiatives to underserved populations and at-risk groups and provide opportunities for the development of skills necessary to provide evidenced-based practices in COMBAT funded prevention programs.</p> <p>Funding for the sponsorship and advertising events will be from the advertising line item, which has a 2014 budget of \$70,000.00. In 2013, COMBAT had an advertising budget of \$118,428 and expended \$118,358. In 2012, COMBAT had an advertising budget of \$68,366 and expended \$66,143 of those funds.</p> <p>There were numerous RLAs introduced and approved last year which demonstrates COMBAT's efforts in promoting COMBAT within the community. The Jackson County Drug Commission approved support of marketing within the community as part of our 2014 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	<table border="1"> <tr> <td>Department Director:</td><td></td><td>Date:</td><td>10-2-2014</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td></td><td>Date:</td><td></td></tr> <tr> <td>Division Manager:</td><td></td><td>Date:</td><td>10/9/14</td></tr> <tr> <td>County Counselor's Office:</td><td></td><td>Date:</td><td></td></tr> </table>	Department Director:		Date:	10-2-2014	Finance (Budget Approval): If applicable		Date:		Division Manager:		Date:	10/9/14	County Counselor's Office:		Date:	
Department Director:		Date:	10-2-2014														
Finance (Budget Approval): If applicable		Date:															
Division Manager:		Date:	10/9/14														
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:

- ☐ 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.

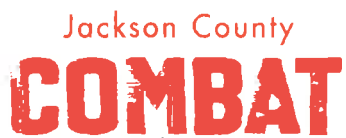
**This expenditure was included in the Annual Budget.**

Date: October 6, 2014

Department / Division	Character/Description	Not to Exceed
<b>Anti-Drug - 008</b>		
4401 - COMBAT	56210 - Advertising	1,500
Total		1,500

Deborah L Ball 10-6-14  
Budgeting





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

**Res. 18628**

*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.*

September 30, 2014

To: Cathy Jolly

From: Dave Fleming 

Subject: COMBAT RLA Request

---

Attached is a Request for Legislative Action for the 2014 funding for advertising at the High Aspirations 4<sup>th</sup> Annual Mentors Challenge to be held November 6, 2014. Funding for this program/event will be from COMBAT's advertising line item.

Support for community events has been approved as a budget item by the Jackson County Drug Commission as an integral part of the COMBAT budget to promote COMBAT and COMBAT activities throughout the County.

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

Attachments

Cc: Stacey Daniels-Young

September 10, 2014

**Res. 18628**

Dear: Dr. Stacey Daniels-Young  
Director, COMBAT  
415 E. 12<sup>th</sup> Street  
Kansas City, Mo 64106

High Aspirations (HA) is seeking a \$2,500 sponsorship from the Jackson County COMBAT office. Your sponsorship will greatly support our ability to meet the goals of our 4th Annual Mentors Challenge (MC), which will be held on November 6, 2014. This year's guest speakers are **Crosby Kemper III Executive Director of the Kansas City Public Library and Frank White of the Kansas City Royals. This year's co-chairs are: Alvin Brooks, President of Adhoc Group Against Crime and Congressman Emanuel Cleaver II.**

Through your sponsorship, we will be able to provide the following experiences for our participants:

- Leadership training for 12 members of our student Leadership Council
- A month of lunch for our mentees who attend our weekly Saturday programming
- Transportation for two entrepreneur/career program site visits to local businesses
- Program T-Shirts

Founded in 2004, HA is a Kansas City, MO, 501(c)(3) organization that provides a proactive mentoring program to address the social, emotional, academic and spiritual needs of African American males ages 8-18 who live in the Kansas City urban core. We were founded on the core values of quality, challenge and love. The program works because we provide young men with something more valuable than money: the wisdom, experience and guidance of diverse successful adult male mentors and peer-to-peer accountability and support. We are about engagement rather than redirection; prevention rather than intervention.

HAs' first objective is to increase the likelihood that the young men in our program will successfully complete a high school education. Our second objective is to educate and expose our young men through experiential learning programs that develop social, leadership and life planning skills that will help them no matter what they choose to do: pursue a skilled trade, college, or start a small business.

We have been successful in meeting both objectives. Over the past two years, we have served 70 participants with the following results:

- 10 out of 10 seniors have graduated from high school with 80% of them enrolling in college
- 50% Honor Roll students
- 100% making strides towards their goals
- 11 mentors

By becoming a sponsor of the 4th Annual Mentors Challenge, you are investing in a proven program that works not only for the individual but also for our community as a whole.

We hope you will consider the full requested amount of \$2,500.

Very Sincerely,



Mr. Henry W. Wash, Executive Director

Res. 18628



Remarks By

Crosby Kemper III  
Executive Dir. Of The Kansas City Public Library

AND

Frank White  
Kansas City Baseball Legend

Honorary Chairs

Emanuel Cleaver II  
Congressman

AND

Alvin Brooks  
President of AdHoc Group Against Crime

Host Committee Chair

Bill Dunn, Jr.

Committee Members

Anita Maltbia  
Damon Bryant  
David Gershon  
Gina Hopkins  
Jeanette Countee  
OT Newman  
Susan Shepherd

# 4th ANNUAL MENTORS CHALLENGE A BENEFIT FOR *High* ASPIRATIONS

Crosby Kemper III, Executive Director of the Kansas City Public Library  
and Frank White, Kansas City Baseball Legend  
to speak at November 6, 2014 Event.



In 2004, Crosby Kemper III fostered a collaborative partnership between High Aspirations and the Kansas City Public Library. Frank White grew up in the Key Coalition neighborhood where High Aspirations began in 2004 at the Lucile H. Bluford Library. Mr. Kemper and Mr. White have been a champions for the mission for several years. Crosby III and Frank will speak at the 2014 Mentors Challenge, a benefit to High Aspirations.

Honorary Chairs for this year's Mentors Challenge are  
Alvin Brooks, President of AdHoc Group Against Crime  
and Congressman Emanuel Cleaver II.

THURSDAY, NOVEMBER 6, 2014  
6:00 pm until 8:00 pm

KANSAS CITY MARRIOTT  
200 West 12th St. | Kansas City, MO 64105



## 4th ANNUAL MENTORS CHALLENGE

# A BENEFIT FOR *High* ASPIRATIONS

### Sponsorships and Levels

#### **\$10,000 High Aspirations Sponsorship**

- Sponsor 4 young men and receive pictures/updates
- 1 table of 10, 8 guests (Preferred seating with mentee and mother at table for 10)
- Special recognition from podium, including logo/name in event program, event signage and digital program
- Pre and post event recognition with logo/name inclusion on High Aspirations website and newsletter
- Logo prominently displayed at the event
- Pre Event Patrons Reception Hosted by Bill Dunn, Jr. and Thomas Bloch (Sponsor may invite 6 guests)

***Deductible portion of your donation is \$9,600.00***

#### **\$5,000 High Standards Sponsorship**

- Sponsor 2 young men and receive pictures/updates
- 1 table of 10, 8 guests (Preferred seating with mentee and mother at table for 10)
- Recognition, including logo/name in event program, event signage and digital program
- Pre and post event recognition with logo/name inclusion on High Aspirations website and newsletter
- Pre Event Patrons Reception Hosted by Bill Dunn, Jr. and Thomas Bloch (Sponsor may invite 4 guests)

***Deductible portion of your donation is \$4,600.00***

#### **\$2,500 Fundamentals Sponsorship**

- Sponsor 1 young man and receive pictures/updates
- 1 table of 10, 8 guests (Preferred seating with mentee and mother at table for 10)
- Recognition, including logo/name in event program, event signage and digital program
- Pre and post event recognition with logo/name inclusion on High Aspirations website and newsletter
- Pre Event Patrons Reception Hosted by Bill Dunn, Jr. and Thomas Bloch (Sponsor may invite 2 guests)

***Deductible portion of your donation is \$2,100.00***

Res. 18628



### Remarks By

Crosby Kemper III

Executive Dir. Of The Kansas City Public Library

AND

Frank White

Kansas City Baseball Legend

### Honorary Chairs

Emanuel Cleaver II

Congressman

AND

Alvin Brooks

President of Adhoc Group Against Crime

### Host Committee Chair

Bill Dunn, Jr.

### Committee Members

Anita Maltbia

Damon Bryant

David Gershon

Gina Hopkins

Jeanette Countee

OT Newman

Susan Shepherd



**Res. 18628**

Please print how your name should appear in event recognition:

\_\_\_\_\_

Guest Names: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PAYMENT METHODS**

- ☐ Check, made payable to High Aspirations
- ☐ Invoice option
- ☐ Visit [www.highaspirationskc.org](http://www.highaspirationskc.org) and click on the Donate tab.
- ☐ I am unable to attend the Mentors Challenge this year, but I still want to support High Aspirations. Please accept my tax-deductible gift for the Mentors Challenge:
  - ☐ \$2,000
  - ☐ \$1,500
  - ☐ \$1,000
  - ☐ \$500
  - ☐ \$250
  - ☐ Other

If paying by check or invoice, please mail response form and payment to:

**High Aspirations  
6320 Brookside Plaza, Suite 263  
Kansas City, Missouri 64113**

**For more information, please visit [www.highaspirationskc.org](http://www.highaspirationskc.org)  
or call 816-305-3334.**

For tax purposes, the deductible portion is whole amount donated by the donor.  
For individual tickets, the deductible portion of each dinner reservation is \$85.00.

Dear Community Member,

High Aspirations was founded in 2004, a Kansas City, Missouri 501(c)(3) organization that provides the social, emotional, academic and spiritual needs of African American males ages 8-18 in Kansas City's urban core.

The program works because it provides young men with something more valuable than money: wisdom, experience and guidance of diverse successful adult male mentors combined with peer-to-peer accountability and support. High Aspirations is about engagement rather than redirection; prevention rather than intervention.

A priority of High Aspirations is that young men successfully earn a high school diploma and seek to develop social leadership and life planning skills that will help them in whatever they choose to do: pursue a skilled trade, college, or start a business.

Some of the current outcomes of High Aspirations are: 4 out of 4 2014 high school graduates are college bound, 63 participants, 11 mentors, and 50% Honor Roll students.

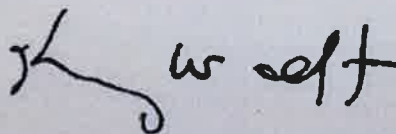
High Aspirations Mentors Challenge 2013 event raised over \$144,000.00 and aids in the fulfillment of our programs. The program has had the distinction of having some of Kansas City's most influential citizens as a part of the Mentors Challenge event. In 2012 the event featured father and son duo, Henry and Tom Bloch and last year featured Barnett Helzberg and the Helzberg Entrepreneurial Mentoring Program.

This year's Mentors Challenge event is to be held on November 6, 2014. This year's guest speakers are **Crosby Kemper III, Executive Director of the Kansas City Public Library and Frank White, Kansas City Baseball Legend**. This year's Honorary Chairs are: **Alvin Brooks, President of the Adhoc Group Against Crime and Congressman Emanuel Cleaver II, Member of the United States House of Representatives**. Frank and Crosby will discuss mentoring and connecting to today's youth.

By becoming a presenting sponsor of the Mentors Challenge, you are investing in a proven program that works not only for the individual but also for our community as a whole.

Please take a moment to complete the enclosed form regarding the sponsorship levels and plan to join us on November 6, 2014 as we celebrate the power of mentoring in building a better Kansas City.

Very Sincerely,



Mr. Henry W. Wash  
President

## **IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute an Amended and Restated Agency Agreement with the Jackson County Sports Complex Authority concerning the management, operation, and maintenance of the Harry S. Truman Sports Complex, at no cost to the County.

**RESOLUTION NO. 18629**, October 13, 2014

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, the County and the Jackson County Sports Complex Authority entered into an agreement on March 21, 1967, in which the Authority was appointed as the agent of the County for the purpose of planning and designing the Truman Sports Complex, which 1967 Agreement provided for activities related to the funding, site selection, land purchase, design and construction of the Sports Complex; and,

WHEREAS, the County and the Authority entered into a subsequent agreement on October 31, 1970, which recited that the County was constructing the Sports Complex on a site described therein and stating that the land acquisition and construction to date had been financed with the proceeds of the County's 1967 general obligation bonds and that the County leased to the Authority the Sports Complex and the County and the Authority agreed on such other actions as necessary to build, maintain, and operate the Sports Complex under agreements between the County, the Authority and the Kansas City Chiefs Football Club and the Kansas City Royals Baseball Club; and



WHEREAS, the County and the Authority entered into additional agency agreements in 1987 and 1990; and,

WHEREAS, the County has constructed, expanded, and renovated the Sports Complex and has leased the Sports Complex to the Authority pursuant to a Lease Agreement dated as of January 19, 1990 and 2006 Lease Amendment dated as of January 24, 2006 and the Authority has sub-let the portions of the Sports Complex to the teams pursuant to the 2006 Lease; and,

WHEREAS, the County, the Authority and the teams have extended the term of the Lease Agreement to January 31, 2031; and,

WHEREAS, the County issued its Series 2006 Special Obligation Bonds to fund the renovation and expansion of the Sports Complex; and,

WHEREAS, under the terms of the 2006 Lease continued operation and maintenance of the Sports Complex requires a cooperative effort between the County, the Authority, and the teams; and,

WHEREAS, the County funds the administrative costs and expenses of Authority in the approximate annual amount of \$500,000 with certain inflationary increases as set forth in the 2006 Lease; and,



WHEREAS, the County and the Authority wish to further define and formalize their working relationship with respect to the Authority's role as the County's agent; and,

WHEREAS, the attached Restated Agency Agreement provides a suitable mechanism by which to accomplish this purpose; and,

WHEREAS, the execution of the attached Restated Agency Agreement 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 the attached Restated Agency Agreement with the Jackson County Sports Complex Authority.

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. 18629 of October 13, 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

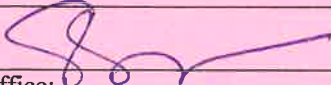
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18629

Sponsor(s): Scott Burnett

Date: October 13, 2014

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An ordinance authorizing and directing the issuance, sale, and delivery of bonds not to exceed \$360,000,000 principal amount of Special Obligation Refunding Bonds (Harry S Truman Sports Complex Project) Series 2014, of Jackson County, Missouri, and authorizing certain other documents and actions in connection therewith.</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>\$</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>\$</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 / TO</td><td>FROM ACCT</td></tr> <tr> <td></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 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:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT		TO ACCT
Amount authorized by this legislation this fiscal year:	\$												
Amount previously authorized this fiscal year:	\$												
Total amount authorized after this legislative action:	\$												
Amount budgeted for this item * (including transfers):	\$												
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT												
	TO ACCT												
PRIOR LEGISLATION	<p>Prior ordinances and (date): Ordinance 3789, 7/17/06</p> <p>Prior resolutions and (date):</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Shelley Kneuvean, Chief Operating Officer</p>												
REQUEST SUMMARY	<p>This ordinance authorizes the refunding of the Series 2006 Harry S. Truman Sports Complex Project bonds originally issued in 2006. The original issuance was for \$450,000,000.</p> <p>The refunding of the bond issue will allow the County to take advantage of more favorable interest rates. It does not extend the term of the bonds. The outstanding principal is \$360,000,000. The repayment source for the bonds is the dedicated 3/8ths-cent countywide sales tax, various ancillary revenue streams and the county's appropriation pledge.</p> <p>The bond issue has been rated by Moody's and the underlying bond rating of Aa3 was affirmed. This is an excellent affirmation of the County's stable financial forecast.</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:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 9/24/14
	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:

- ☐ 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.

## JACKSON COUNTY SPORTS COMPLEX AUTHORITY

## RESOLUTION NO. 14-07

## Approving an Agency Agreement with Jackson County

WHEREAS, the County and the Authority entered into that certain agreement on March 21, 1967 ("1967 Agreement") in which the Authority was appointed as the agent (the "Agent") of the County for the purpose of planning and designing the Truman Sports Complex (the "Sports Complex"), which 1967 Agreement provided for activities related to the funding, site selection, land purchase, design and construction of the Sports Complex; and

WHEREAS, the County and the Authority entered into a subsequent agreement on October 31, 1970 (the "1970 Agreement"), which recited that the County was constructing the Sports Complex on a site described therein and stating that the land acquisition and construction to date had been financed with the proceeds of the County's 1967 general obligation bonds and that the County leased to the Authority the Sports Complex and the County and the Authority agreed on such other actions as necessary to build, maintain and operate Sports Complex under agreements between the County, the Authority and the Kansas City Chiefs Football Club and the Kansas City Royals Baseball Club (the "Teams"); and

WHEREAS, the County and the Authority entered into certain additional agency agreements in 1987 and 1990; and

WHEREAS, the 1967, 1970, 1987 and 1990 agreements are inconsistent with each other and such inconsistencies can and should be corrected by a new agency agreement.

NOW THEREFORE BE IT RESOLVED, that the agency agreement substantially in the form attached hereto as Exhibit A, is hereby APPROVED THIS 15th DAY OF JULY, 2014 BY THE COMMISSIONERS OF THE JACKSON COUNTY SPORTS COMPLEX AUTHORITY.

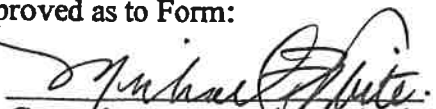
APPROVED:

  
Chairman

ATTEST:

  
Secretary

Approved as to Form:

By:   
General Counsel to the Authority

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This 2014 Agency Agreement shall supersede any previous agency agreements between the County and the Authority.
2. The County reaffirms the appointment of the Authority as its Agent for the lease, operation and maintenance of the Sports Complex and the Authority does hereby and herein accept said appointment as the County's Agent.
3. The County shall be responsible for purchase of casualty insurance, including acts of terrorism, on the Complex as may be required under the terms of the 2006 Lease Amendments with the Teams. The Authority shall carry such supplementary insurance for liability and casualty as it may deem prudent. Neither party shall be liable to the other for damages resulting from fire.
4. Subject to the County's approval, the Authority shall have the right to sublease, assign and license the use of all, or portions of, the Complex to other persons, corporations and entities.
5. The Authority will expend all funds received from the County in substantial compliance with County bidding and contracting procedures and assure that monies under its control shall be expended in strict compliance with chapter 92, Jackson County Code regarding awarding of certain contracts to socially and economically disadvantaged business concerns.
6. The Authority agrees it will not enter into any contract which purports to impose any financial obligation on the County without express written agreement by the County.
7. The 2014 Agency Agreement shall be subject to all laws of the State of Missouri governing counties of the first class having a charter form of government. Nothing contained herein shall be construed as a delegation of the duties or statutory responsibilities vested in such County or the Authority by said laws.
8. The Authority agrees to assist the County in the orderly administration of the County's Series 2006 Special Obligation Bonds and any related financing by complying with all legal County requests for information or Authority action as requested by the County with the exception of information which would constitute a waiver of the attorney-client privilege or action which would violate the leases or indenture of the 2006 bonds, or would cause legally closed records of the Authority Pursuant to Chapter 610 RSMo to become open records..
9. The Authority acknowledges and agrees to consult with the County regarding all material matters relating to the 2006 Lease by complying with all County requests for information or

Authority action as requested by the County with the exception of information which would constitute a waiver of the attorney-client privilege or action which would violate the leases or indenture of the 2006 bonds or would cause legally closed records of the Authority Pursuant to Chapter 610 RSMo to become open records...

10. The Authority agrees to assist the County in the orderly administration of the 2006 Lease by working cooperatively with the County in all negotiations and discussions regarding the administration, interpretation or modification of the 2006 Lease or any agreements relating to the 2006 Lease.
11. Upon request made to the Chairman of the Authority, the Authority agrees to make its members, staff, employees and contractors available to the County for consultation or meetings as requested by the County and the Authority agrees to provide any information requested by the County on a timely basis with the exception of information which would constitute a waiver of the attorney-client privilege or would cause legally closed records of the Authority Pursuant to Chapter 610 RSMo to become open records..
12. The Authority agrees to coordinate and confer with the County regarding repair, maintenance, management and operations ("RMMO") requests made by the Teams and forward such RMMO requests to the County as soon received by the Authority.
13. The Authority agrees to coordinate the planning of improvements, modifications and repairs to the Sports Complex by consulting with the County on any such actions.
14. In the event of any disputes, controversy, clarification, amendment or other action relating to the 2006 Lease or agreements relating to the 2006 Lease, the Authority agrees to consult and work cooperatively with the County prior to making or amending any agreements with the Teams.
15. At all times the Authority's books and records shall be open to inspection by the County and the Authority agrees to assist and cooperate with the County Auditor in any inquiry or investigation undertaken by the County Auditor with the exception of information which would constitute a waiver of the attorney-client privilege or would cause legally closed records of the Authority Pursuant to Chapter 610 RSMo to become open records.
16. Upon receipt by the Authority of an invoice from the County, reasonably documented, the Authority will pay the County's actual cost of providing services to the Authority in the event such services are reasonably related to assisting the Authority in the administration of the 2006 Lease or agreements relating to the 2006 Lease if such services were requested or agreed to by the Authority..
17. That the Authority shall cause an annual financial statement with respect to its operation to be prepared by a certified public accountant, and shall furnish such statement to the County Auditor.

18. This 2014 Agency Agreement may be modified or amended only by written instrument signed by the parties hereto.

[Remainder of page intentionally blank. Signature page follows.]

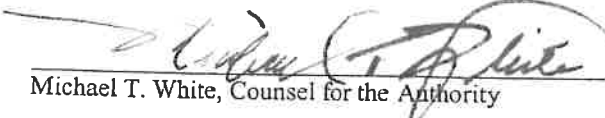


IN WITNESS WHEREOF, the parties execute this Agreement on the date set forth above.

JACKSON COUNTY SPORTS COMPLEX AUTHORITY

  
Gerry Winslip, Chairman

APPROVED AS TO FORM:

  
Michael T. White, Counsel for the Authority

ATTEST:

  
Secretary

JACKSON COUNTY, MISSOURI:

\_\_\_\_\_  
Michael D. Sanders  
County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

ATTEST:

\_\_\_\_\_  
Mary Jo Spino  
Clerk of the County Legislature