

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

**AN ORDINANCE** appropriating \$10,000.00 from the fund balance of the 2015 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute an agreement in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for "Operation Double Deuce."

**ORDINANCE NO.4735**, May 11, 2015

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, the Jackson County Drug Task Force (JCETF) and the U.S. Department of Justice's Drug Enforcement Administration have formed the Organized Crime Drug Enforcement Task Force (OCDEF) to conduct a joint federal drug investigation, OCDEF Case No. WC-MOW-0298, Operation Double Deuce, for the period of February 1, 2015, through September 30, 2015; and,

WHEREAS, the overtime costs incurred by the JCETF for this investigation will be reimbursed by the OCDEF, in an amount not to exceed \$10,000.00; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2015 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund			
Organized Crime Drug Enforcement			
008-4133	45792 - Increase Revenue	\$10,000	
008-2810	Undesignated Fund Balance		\$10,000
008-2810	Undesignated Fund Balance	\$10,000	
008-4133	55030 - Overtime		\$10,000

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute any documents necessary to give effect to this Ordinance.

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached Ordinance, Ordinance No. 4735 introduced on May 11, 2015, was duly passed on \_\_\_\_\_, 2015 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. 4735.


\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 008 2810  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$10,000.00

  
\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4735

Sponsor(s): Dennis Waits

Date: May 11, 2015

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Organized Crime Drug Enforcement Task Force</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>\$10,000</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>\$10,000</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 008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance TO 008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime</td><td>FROM ACCT \$10,000  TO ACCT \$10,000</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): \$69,971.85  Prior Year Actual Amount Spent (if applicable): \$17,031.69</p>	Amount authorized by this legislation this fiscal year:	\$10,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$10,000	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance TO 008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime	FROM ACCT \$10,000  TO ACCT \$10,000
Amount authorized by this legislation this fiscal year:	\$10,000										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$10,000										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance TO 008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime	FROM ACCT \$10,000  TO ACCT \$10,000										
PRIOR LEGISLATION	<p>Prior ordinances and (date): 4630 (6/16/14); 4657 (9/2/14); 4658 (9/2/14)</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Dan Cummings OIC 816.503.4725</p>										
REQUEST SUMMARY	<p>The Jackson County Drug Task Force (JCETF) and the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives are conducting a joint federal drug investigation. The agencies have formed an Organized Drug Enforcement Task Force (OCDETF), Operation Double Deuce, for the period of February 1, 2015 through September 30, 2015. As a result, the JCETF will be reimbursed overtime costs by the OCDETF program associated with this investigation.</p> <p>Please appropriate \$10,000 from the undesignated fund balance of the Anti-Drug Sales Tax Fund into:  008-4133-55030</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	OCDETF Agreement	
REVIEW	Department Director: <i>[Signature]</i>	Date: <i>4/21/15</i>
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>Mary Lou Brown</i>	Date: <i>5/7/15</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:
008-2810	Anti-Drug Sales Tax Fund – Undesignated Fund Balance	\$10,000

- ☐ 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 # 4735

## Budgeting



## U.S. Department of Justice

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

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

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

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

March 4, 2015

**Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime  
and Authorized Expense Agreement for Fiscal Year 2015**

Dear Capt. Cummings:

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

OCDETF Case #:	WC-MOW-0298	DOUBLE DEUCE
Dates of the Agreement:	02/01/2015 through 09/30/2015 (Fiscal 2015)	
Funding Amount:	\$ 10,000.00	
Sponsoring Federal Agency:	ATF	

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

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

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

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

Law Enforcement Sensitive

OCDETF Agreement for Fiscal Year 2015

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

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$17,374.25 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2014). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

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

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator John Carpenter at 314-539-3890.

Very truly yours,

Richard G. Callahan  
United States Attorney

A handwritten signature in black ink, appearing to read "Jackie Catron".

James Delworth  
OCDETF Regional Director  
West Central Region



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

Federal Tax Identification #: 44-6000524 DC#: P-32-  
CFDA #: 16.111

Amount Requested:

\$ 10,000

Number of Officers Listed: 14

From: February 1, 2015  
Beginning Date of Agreement

To: September 30, 2015  
Ending Date of Agreement

State or Local Agency

Narcotics Supervisor: Capt. Dan Cummings

Telephone Number: 816-503-4725

E-mail Address: dcummings@jcdtf.com

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

OCDETF Investigation / Strategic Initiative  
Number: WC MOW 298

Federal Agency Investigation  
Number: 779070-14-0195

State or Local Agency Name and Address:

Jackson County Drug Task Force

P.O. Box 392

Blue Springs, Missouri 64015

Sponsoring Federal Agency GS Eric  
Group/Squad Supervisor: Immesberger

Telephone Number: 816-410-5825

E-mail Address: Eric.immesberger@atf.gov

Sponsoring Federal Agency(ies):  
Alcohol, Tobacco, Firearms and Explosives

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:**

Name: Sarah Matthes

Telephone Number: 816-503-4713

E-mail Address: smatthes@jcdtf.com

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

Agreement(FY15), Page 1

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

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2015.
2. No individual Agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.
6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.


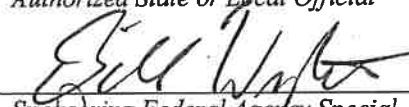
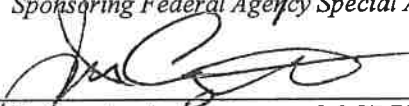
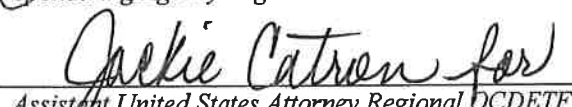
8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not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

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

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

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

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

Approved By:		OIC.	2/17/15
	Authorized State or Local Official Title		Date
Approved By:		ASAC	2/18/15
	Sponsoring Federal Agency Special Agent in Charge or Designee		Date
Approved By:			2/25/15
	Sponsoring Agency Regional OCDETF Coordinator		Date
Approved By:			3/4/15
	Assistant United States Attorney Regional OCDETF Director		Date

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

Funds Certified: \_\_\_\_\_  
OCDETF Executive Office Date

Approving Official: \_\_\_\_\_  
OCDETF Executive Office Date

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

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

OCDETF Investigation / Strategic Initiative Number: **WC MOW 298**

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

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Henry R. Ellis	Sergeant	08-18-1959
2.	Gary E. Tucker	Sergeant	09-06-1958
3.	Robert S. Romey	Detective	10-12-1974
4.	Doug A. Blodgett	Detective	03-15-1979
5.	Logan D. Waterworth	Detective	03-15-1984
6.	Joshua J. Gena	Detective	02-03-1990
7.	Eric W. Burchfield	Detective	03-12-1973
8.	Aaron D. Stone	Detective	03-05-1982
9.	Michael B. Fowler	Detective	05-20-1982
10.	Dan M. Curby	Detective	09-24-1956

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

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

OCDETF Investigation / Strategic Initiative Number: **WC MOW 298**

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

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Stephen E. King	<b>Detective</b>	06-21-1972
2.	Chris S. Kesler	Detective	01-31-1982
3.	David F. Gutierrez	Detective	05-07-1980
4.	Joseph Herrera	Detective	06-03-1955
5.			
6.			
7.			
8.			
9.			
10.			

## Addendum A

### Definition of "Full-Time Participation" Exemption

The "full-time" rule states:

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

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

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

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

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

### **ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES West Central Region Policy on Overtime Reimbursement**

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



**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM****PAYEE/COMPANY INFORMATION** (State & Local Agency name and address must match Agreement cover sheet)

Name: Jackson County Drug Task Force	
Address: 415 E. 12 <sup>th</sup> Street	
Kansas City, Missouri 64106	
Taxpayer ID Number: 446000524	
Contact Person Name: Kathy Swing	Telephone Number: 816-881-3454

**FINANCIAL INSTITUTION INFORMATION**

Bank Name: Bank of America
Nine-Digit ABA Routing Transit Number: 081000032
Depositor Account Number: 0120 6190 4220
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

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

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

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

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

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

**A RESOLUTION** authorizing the Director of Finance and Purchasing to issue a check in the amount of \$1,500.00 to the International Bullying Prevention Association of Troy, Michigan, for sponsorship of the *Kindness is Contagious: Early Interventions to Prevent Bullying* conference to be held September 11 – 12, 2015, in Kansas City, Missouri.

**RESOLUTION NO. 18828**, May 11, 2015

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, the International Bullying Prevention Association (IBPA) is a non-profit organization dedicated to create safe learning environments that are free from bullying behaviors and that nurtures the potential of all students; and,

WHEREAS, the IBPA will be hosting its regional conference in Kansas City, Missouri, at the Kauffman Conference Center, September 11 – 12, 2015, titled *Kindness is Contagious: Early Interventions to Prevent Bullying*, and has submitted a request for sponsorship in the amount of \$1,500.00; and,

WHEREAS, this sponsorship will allow Jackson County the opportunity for regional recognition of its anti-drug and anti-violent crime initiatives; and,

WHEREAS, in exchange for its sponsorship, Jackson County will receive advertising and recognition in the event program, website, and social media; 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 the International Bullying Prevention Association, in the amount of \$1,500.00 for sponsorship of the *Kindness is Contagious: Early Interventions to Prevent Bullying*.

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. 18828 of May 11, 2015, was duly passed on \_\_\_\_\_, 2015 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.: 18828

Sponsor(s): Dennis Waits

Date: May 11, 2015

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the Director of Finance and Purchasing to make payment from the County's Anti-Drug Sales Tax Fund for the 2015 Fiscal year to International Bullying Prevention Association, for the purpose of promoting anti-violence activities through a childhood bullying conference, not to exceed \$1500.</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>0</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>FROM</td><td></td></tr> <tr> <td>008-Anti-Drug, 4401- 56210</td><td></td></tr> </table> <p>If account includes additional funds for other expenses, total budgeted in the account is: \$70,000.00  <input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$70,000.00          Prior Year Actual Amount Spent (if applicable): \$68,251.00</p>	Amount authorized by this legislation this fiscal year:	\$1,500.00	Amount previously authorized this fiscal year:	0	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;		FROM		008-Anti-Drug, 4401- 56210	
Amount authorized by this legislation this fiscal year:	\$1,500.00														
Amount previously authorized this fiscal year:	0														
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;															
FROM															
008-Anti-Drug, 4401- 56210															
PRIOR LEGISLATION	<p>Prior ordinances and (date): none</p> <p>Prior resolutions and (date): Total \$8,000 in 2014: Res# 18628, \$1,500.00 Res.18567, \$6,500.00  <u>Total 8,000 in 2013: Res# 18176, \$4,000, Res#18240, \$4,000.</u></p>														
CONTACT INFORMATION	<p>RLA drafted by: DaRon McGee, Public Affairs Coordinator, 816.881.1414</p>														
REQUEST SUMMARY	<p>A resolution authorizing the Director of Finance and Purchasing to provide a sponsorship not to exceed \$1,500 to the International Bullying Prevention Association from the 2001 Anti-Drug Sales Tax fiscal year. The Resolution is to serve as a sponsor of the Early Intervention Conference being held in Kansas City September 11-12, 2015. This is an opportunity for Jackson County COMBAT to get regional recognition. IBPA sponsorship benefits not only from the high visibility the conference affords, they are key in making the conference affordable for parents and early childhood/elementary school staff. The interest in the issues regarding bullying will be explored during the conference and would make for a natural partnership. The International Bullying Prevention Association is a 501(C) 3 non-profit organization dedicated to researching and preventing bullying and cyberbullying around the world. COMBAT will also be able to offer reduced registration to our agencies serving those populations.</p> <p><b>Background:</b> The Anti-Drug Sales Tax fund authorizes the County Executive 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. The Drug Commission authorized the standards of sponsorships to further the marketing of the COMBAT mission.</p>														

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Exhibit A	
REVIEW	Department Director:	Date: 4-27-2015
	Finance (Budget Approval): <i>If applicable</i>	Date: 4/29/15
	Division Manager:	Date: 4-28-15
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☒ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

This expenditure was included in the Annual Budget.

RES # 18828

Mary Rasmussen  
Budgeting

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

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

***Drug Commissioners:***

*Gloria Fisher*  
*Venessa Maxwell-Lopez*  
*Gene Morgan*  
*Keith Querry*  
*Anita Russell*  
*Joseph Spalitto, DDS*  
*James Witteman, Jr.*  
*Marva Marguerite Moses*

*Fax:*  
*(816) 881-1416*

Memo to: Cathy Jolly  
From: DaRon McGee   
Date: April 27, 2015  
Re: Sponsorship for International Bullying Prevention Association

Please find attached the request for a sponsorship in the amount of \$1,500.00 for the International Bullying Prevention Association. This event will provide an opportunity for Jackson County COMBAT to get regional recognition. IBPA sponsorship benefits not only from the high visibility the conference affords, they are vital in making the conference affordable for parents and early childhood/elementary school staff.

The interest in the issues regarding bullying will be explored during the conference and would make for a natural partnership. The International Bullying Prevention Association is a 501(C) 3 non-profit organization dedicated to researching and preventing bullying and cyberbullying around the world. COMBAT will also be able to offer reduced registration to our agencies serving those populations.

This request is consistent with the sponsorship guidelines established by Drug Commission.





INTERNATIONAL  
BULLYING  
PREVENTION  
ASSOCIATION

Res. 18828

# KINDNESS IS CONTAGIOUS: EARLY INTERVENTIONS TO PREVENT BULLYING (PRE-K–3RD GRADE)

SEPTEMBER 11 & 12, 2015

**MISSION: ADVANCING BULLYING PREVENTION BEST PRACTICES**



## SPONSORSHIP OPPORTUNITIES

**Call 800-929-0397 for details or custom options!**

Contributing as a sponsor to this conference is a way to support the important work being done in our communities. While making this event possible, you will increase your exposure to passionate and caring bullying and cyber bullying professionals from around the country and the world.

# TAKE ONE

Res. 18828

Let conference attendees "take one" of your publications to increase exposure (and sales).

**TAKE ONE**

**\$100 per title**



**NEED SOMETHING ELSE?  
LOOKING FOR MORE INFO?  
800-929-0397  
for details or custom options!**

## **MISSION: ADVANCING BULLYING PREVENTION BEST PRACTICES**

Contributing as a sponsor to this conference is a way to support the important work being done in our communities. While making this event possible, you will increase your exposure to passionate and caring bullying and cyber bullying professionals from around the country and the world.

**Expected Attendance: 125-175 people**

Call 800-929-0397 for details or to reserve your sponsorship.

# SPECIALTY SPONSORSHIPS

Sponsor presentations, breaks, keynotes and scholarships – making attendance easier and making events great.

PRESENTING	SCHOLARSHIP	BREAK OR KEYNOTE
<b>OUR PREMIER SPONSORSHIP</b> Provide support to all aspects of the conference to improve programming and provide additional services to attendees.	Provide 15 \$100 discounts on registrations for professionals working to stop bullying in their community to attend this important event.	Sponsor a keynote presenter, continental breakfast or refreshment break of your choice.
<b>\$5,000</b>	<b>\$1,500</b>	<b>\$1,000</b>
Full-page advertisement in the conference program	Full-page advertisement in the conference program	Full-page advertisement in the conference program
Verbal recognition at Welcoming of Attendees	Verbal recognition at Welcoming of Attendees	Verbal recognition at conference
Recognition in press releases and announcements	Recognition in press releases and announcements	Recognition in press releases and announcements
Marketing item in attendee registration packet, if desired	Marketing item in attendee registration packet, if desired	Marketing item in attendee registration packet, if desired
Prominent banner in ballroom	Banner signage at conference	Signage at sponsored event
Name appears prominently in program / publicity materials	Name appears prominently in program / publicity materials	Name appears prominently in program / publicity materials
Head listing on conference website	Listing on conference website	Listing on conference website
Two product display tables with electricity in ballroom lobby	One product display table with electricity in ballroom lobby	One product display table with electricity in ballroom lobby
Four full conference registrations	One full conference registration	One full conference registration



Call 800-929-0397 for details or to reserve your sponsorship.



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

**A RESOLUTION** awarding a contract for the furnishing of self-contained breathing apparatus equipment for use by the Department of Corrections to Mine Safety Appliances Company of Cranberry Township, PA, under the terms and conditions set forth in GSA Contract No. GS-07F-5530P, an existing government contract, at an actual cost to the County not to exceed \$105,365.46.

**RESOLUTION NO. 18829**, May 11, 2015

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections is in need of self-contained breathing apparatus (SCBA) equipment; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of this equipment to Mine Safety Appliances Company of Cranberry Township, PA, under the terms and conditions set forth in the GSA Contract No. GS-07F-5530P, an existing government contract, at an actual cost to the County not to exceed \$105,365.46; and,

WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Director of Finance and Purchasing is required to submit to the Legislature for approval any purchase under an existing government contract which exceeds \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends award to Mine Safety Appliances Company under the existing government contract due to the higher volume discounts offered to larger entities; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute for the County any documents necessary to the accomplishment of the award; and,

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

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. 18829 of May 11, 2015, was duly passed on \_\_\_\_\_, 2015 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: 001 2701 58170

ACCOUNT TITLE: General Fund  
Corrections  
Other Equipment

NOT TO EXCEED: \$105,366.00

  
\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18829

Sponsor(s): Alfred Jordan

Date: May 11, 2015

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase of SCBA (Self Contained Breathing Apparatus) Equipment for use by the Department of Corrections from Mine Safety Appliances Company of Cranberry Township, Pennsylvania under the terms and conditions of GSA Contract No. GS-07F-5530P, an existing government contract.</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>\$105,365.46</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>\$105,365.46</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$105,365.46</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>001-2701-58170 General Fund, Corrections, Other Equipment</td><td>\$105,365.46</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:</p> <p>Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$105,365.46	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$105,365.46	Amount budgeted for this item * (including transfers):	\$105,365.46	Source of funding (name of fund) and account code number:		001-2701-58170 General Fund, Corrections, Other Equipment	\$105,365.46
Amount authorized by this legislation this fiscal year:	\$105,365.46													
Amount previously authorized this fiscal year:														
Total amount authorized after this legislative action:	\$105,365.46													
Amount budgeted for this item * (including transfers):	\$105,365.46													
Source of funding (name of fund) and account code number:														
001-2701-58170 General Fund, Corrections, Other Equipment	\$105,365.46													
PRIOR LEGISLATION	<p>Prior ordinances and (date): N/A</p> <p>Prior resolutions and (date): N/A</p>													
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>													
REQUEST SUMMARY	<p>The Department of Corrections needs to purchase additional SCBA (Self Contained Breathing Apparatus) due to increased staffing and additional operational areas.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of SCBA (Self Contained Breathing Apparatus) for use by the Department of Corrections from Mine Safety Appliances Company of Cranberry Township, Pennsylvania under the terms and conditions of GSA Contract No. GS-07F-5530P, an existing government contract, in the amount of \$105,365.46.</p> <p>The Director of Finance and Purchasing recommends the purchase be made under this contract due to the higher volume discount offered to larger government entities</p>													
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A</p> <p><input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A</p> <p><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>													
ATTACHMENTS	<p>Memorandum from Laura Scott of the Department of Corrections and the Quotation from Mine Safety Appliances Company</p>													
REVIEW	<p>Department Director:</p> <p><i>[Signature]</i></p>	<p>Date: 4-29-15</p>												
	<p>Finance (Budget Approval):</p> <p><i>[Signature]</i></p>	<p>Date: 4/29/15</p>												
	<p>Division Manager:</p> <p><i>[Signature]</i></p>	<p>Date: 5/7/15</p>												
	<p>County Counselor's Office:</p>	<p>Date:</p>												

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☒ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.



This expenditure was included in the Annual Budget.

RES # 18829

Mary Rasmussen  
Budgeting



Department of Corrections  
Jackson County Missouri

Res. 18829

MEMORANDUM

**TO: Laura Scott, Assistant Director of Administration**

**DIST: File**

**FROM: Norman Dennison, Special duties Officer**

**DATE: April 2, 2015**

**SUBJ: Request for Proposal (Self Contained Breathing Apparatus)**

The Department of Corrections currently has on hand the Ultra Lite II belt mounted Self Contained Breathing Apparatus. (SCBA) These units were currently obtained by the Department of Corrections in the early 1990s. The manufacture is Mine Safety Appliance. (MSA) This unit is has not been manufactured since 2003 and parts were no longer available after 2009.

Currently, the Department of Corrections has 37 units with tank and face pieces. There are about 10 spare tanks available. Due to increased staffing and additional operational areas we will need an additional 13 units for a total of 50 units and 20 spare tanks. The Department will also need a total of 12 additional wall mounted cabinets.

Listed below is the as built unit specifications the Department of Corrections desires. This unit is the MSA AirHawk. No other brand of self-contained apparatus is desired. This is the only unit the DOC will accept a bid for.

The as built part number for the AirHawk SCBA, 30 minute, 2216 low pressure carbon cylinder, shoulder pads, and Ultra Elite medium face piece is; A-A2LD33AOOC13AAO. This specification code denotes one complete unit, back pack, tank, and mask. The Department of Corrections needs **50** units.

The as built part number for the low pressure 2216 carbon cylinder is 807586-SP. The Department of Corrections needs **20** spare cylinders.

The specification or part number for the storage cabinet is 1005275. The Department of Corrections is in need of **12** storage cabinets.

Orr Safety  
Jeff Turner Senior Account Manager  
5901 Front Street, KCMO 64120  
816-241-3700 FAX 816-241-4545

Day Star  
Rick McCandless  
203 East 14<sup>th</sup> Av. North KCMO 64116  
816-221-1401 FAX 816-421-4481

Conrad Fire Equipment  
Karl Schultz  
887 North Jan Mar Court  
Olathe, KS. 66061  
913-780-5521 FAX 913-780-5251

Mine Safety Appliances Company, LLC  
1000 Cranberry Woods Drive  
Cranberry Township, PA 16066

## Quotation

**Offer To:**

COUNTY OF JACKSON  
ROOM G-1  
415 EAST 12TH ST  
KANSAS CITY MO 64106

**Date:** 08 Apr 2015

**Quotation No.:** 20756699

**Customer No.:** 702284

**Valid from:** 08 Apr 2015

**Valid to:** 07 Jun 2015

**Requested by:** BARBARA CASAMENTO

**Customer Ref.:** GSA QUOTE-4-8-15

Your Contact Person: Scott

Telephone No.: 800-672-2222

Fax No.: 800-967-039800004

PAGE 1 - 2

Item	Qty	UM	Mat No.	Description	%	Unit Price	Net Price
GSA QUOTE CONTRACT# GS-07F-5530P Additional 2% applied to GSA discount; order value over \$100K. Already reflected on pricing on this quote. Pricing as of 4/8/15 Free freight for orders shipped standard ground							
10	50	EA	A-A2L	SCBA,AIRHAWK II ,2216 PSI, LOW PRESSURE		1,710.29	85,514.50
				Country of Origin: US			
				Commodity Code: 9020.00.6000			
				Export Control Code: 1A995			
				A-A2L:-D-3-3-A-0-0-C-1-3-A-A-0			
				With the following configuration:			
AIRHAWK II CARRIERS				D NY/ST BD./PL BK/DB P/W CST			
AIRHAWK A2L PAD OPTIONS				3 SHOULDER & LUMBAR PAD			
CYLINDER				3 STEALTH (2216 PSIG)			
REGULATOR				A PTC/HD CV/SG HOSE			
AIRLINE OPTIONS				0 NONE			

**Attention:**

THIS QUOTATION/OFFER TO SELL INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS INCLUDED WITH THIS DOCUMENT YOUR PLACEMENT OF AN ORDER FOR THESE GOODS OR SERVICES CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS.

## Quotation

**Quotation No.: 20756699**

PAGE 2 - 2

Item	Qty	UM	Mat No.	Description	%	Unit Price	Net Price
				EMERGENCY BREATHING SUPPORT	0	NONE	
				FACEPIECE TYPE	C	UE HYCAR MEDIUM	
				NOSECUP	1	ULTRA ELITE-MEDIUM	
				HEAD HARNESS	3	RUBBER W/ NK STRAP	
				COMMUNICATIONS	A	NONE	
				GAUGE/INTEGRATED PASS OPTION	A	PRESSURE GAUGE	
				CASE	0	NONE	
20	20	EA	807586-SP	CYL & VALVE ASSY,L-30 STEALTH, 2216, PKG		820.51	16,410.20
				Country of Origin: US			
				Commodity Code: 9020.00.6000			
				Export Control Code: EAR99			
30	12	EA	10052744	CASE,WALL-MTD., SCBA, 6.75" DIA. CYLNDER		286.73	3,440.76
				Country of Origin: US			
				Commodity Code: 4202.12.2085			
				Export Control Code: EAR99			
<p>GSA QUOTE CONTRACT# GS-07F-5530P Additional 2% applied to GSA discount; order value over \$100K. Already reflected on pricing on this quote. Pricing as of 4/8/15 Free freight for orders shipped standard ground</p>							
Terms of Payment: NET 30 DAYS				Terms of Shipment: FOB DEST/FA		Total USD:	105,365.46
Payable net within 30 days unless otherwise noted. No withholdings will be allowed without prior written consent of the seller.							
Attention:						Territory: US2877	
THIS QUOTATION/OFFER TO SELL INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS							

**Terms of Payment: NET 30 DAYS**

Payable net within 30 days unless otherwise noted. No withholdings will be allowed without prior written consent of the seller.

**Terms of Shipment:** FOB DEST/FA

**Total USD:**

**105,365.46**

Territory: US2877

**Attention:**

THIS QUOTATION/OFFER TO SELL INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS INCLUDED WITH THIS DOCUMENT. YOUR PLACEMENT OF AN ORDER FOR THESE GOODS OR SERVICES CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS.

## Header

## Line Items

## Document Information

Doc ID: RE 321158090028853000

Ref ID:

Date: 04/09/15

Copy Only: ☐

Buyer: ANC

Send: PRINT

Total Amount:

105,365.46

## Requester Information

Invoice To:

Requester: WALKER MARVIN

Dept: 2701

## Vendor Information

ID: MSA10000

Name: MSA SAFETY INC

Address: 1000 CRANBERRY WOODS DRIVE

## Shipping Information

Ship To: 0001

Name: DEPARTMENT OF CORRECTIONS

Address: JACKSON COUNTY DETENTION CNTR.

1300 CHERRY

KANSAS CITY, MO 64106

Ship Via:

Document 1 of 1

OK

Approve

Total

Defaults

Close

Res. 18829

## Header

## Line Items

Document ID: RE 3211580900288530 Date:04/09/15 Amount: 105,365.46

Item ID/Description	UOM	Quantity	Price	Amount	I
540-060	EA	50	1710.29	85,514.50	<input checked="" type="checkbox"/>
SAFETY SUPPLIES, MISC. Acct: 001-2701-58170-999-9999-9999-15					
A-A2L. SCBA,AIRHAWK II, 2216 PSI FOR DOC. QUOTE# 20756699					
540-060	EA	20	820.51	16,410.20	<input checked="" type="checkbox"/>
SAFETY SUPPLIES, MISC. Acct: 001-2701-58170-999-9999-9999-15					
ITEM 807586-SP. CYL-VALVE ASSY,L-30 STEA					
540-060	EA	12	286.73	3,440.76	<input checked="" type="checkbox"/>
SAFETY SUPPLIES, MISC. Acct: 001-2701-58170-999-9999-9999-15					
ITEM# 10052744, CASE, WALL-MTD, SCBA 6.7 LINDER.					

Summary

Detail

OK

Total

Edit All

Approve

Close

Tenn-001

Res. 18829

**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 \$1,000.00 to the Heritage Philharmonic for sponsorship of its 70<sup>th</sup> Anniversary Concert to be held June 13, 2015, at the Harry S Truman Presidential Library.

**RESOLUTION NO. 18830**, May 11, 2015

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, the Heritage Philharmonic is a non-profit organization founded in 1944 to provide the Jackson County community with excellent, affordable, and convenient orchestral music programs; and,

WHEREAS, the Heritage Philharmonic will be hosting the Music of America 70<sup>th</sup> Anniversary Concert event, June 13, 2015, at the Harry S Truman Presidential Library and has submitted a request for sponsorship in the amount of \$1,000.00; and,

WHEREAS, in exchange for its sponsorship, Jackson County will receive advertising and recognition in the event program, website, and social media; 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 the Heritage Philharmonic, in the amount of \$1,000.00 for sponsorship of its Music in America 70<sup>th</sup> Anniversary Concert.

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. 18831 of May 11, 2015, was duly passed on \_\_\_\_\_, 2015 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: 001 1221 56210  
ACCOUNT TITLE: General Fund  
Office of Communications  
Advertising  
NOT TO EXCEED: \$1,000.00

  
\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

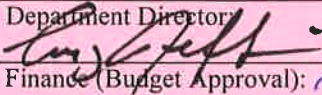

Completed by County Counselor's Office:

Res/Ord No.: 18830

Sponsor(s): Dennis Waits

Date: May 11, 2015

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Heritage philharmonic 70<sup>th</sup> Anniversary Concert Sponsorship</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>\$1,000.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$1,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$1,000.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM 001-1221-56210 General Fund, Communications, Advertising</td><td> <p>FROM ACCT</p> <p>\$1,000.00</p> <p>TO ACCT</p> </td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$ 60,247</p> <p>OTHER FINANCIAL INFORMATION:</p> <p>X No budget impact (no fiscal note required)          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): \$61,991          Prior Year Actual Amount Spent (if applicable):\$52,000</p>	Amount authorized by this legislation this fiscal year:	\$1,000.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$1,000.00	Amount budgeted for this item * (including transfers):	\$1,000.00	Source of funding (name of fund) and account code number; FROM 001-1221-56210 General Fund, Communications, Advertising	<p>FROM ACCT</p> <p>\$1,000.00</p> <p>TO ACCT</p>
Amount authorized by this legislation this fiscal year:	\$1,000.00										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$1,000.00										
Amount budgeted for this item * (including transfers):	\$1,000.00										
Source of funding (name of fund) and account code number; FROM 001-1221-56210 General Fund, Communications, Advertising	<p>FROM ACCT</p> <p>\$1,000.00</p> <p>TO ACCT</p>										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Angie Jeffries contact 881-3085</p>										
REQUEST SUMMARY	<p>The sponsorship is for the Heritage Philharmonic 70<sup>th</sup> anniversary concert Music of America at Harry S Truman Presidential Library, Saturday, June 13, 2015. It will commemorate the 70<sup>th</sup> anniversary of the end of World War II and the 70<sup>th</sup> anniversary of the start of Eastern Jackson County's Community Orchestra with a public performance. It is a free pops concert. Jackson County will serve as a Gold Level Sponsor.</p> <ul style="list-style-type: none"> <li>• Reserved seats at the concert</li> <li>• Pre-Concert reception</li> <li>• Listed Advertisement in the orchestra's may concert promoting the June 13 performance</li> <li>• Recognized on the orchestra's website and all promotional materials for the concert</li> <li>• Listing on heritage Philharmonic's social media promotion of the event</li> </ul> <p>.Attached is information on the day activities.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Information and Invoice from the Heritage Philharmonic	
REVIEW	Department Director: 	Date:
	Finance (Budget Approval): <i>Mary Rasmussen</i> If applicable	Date: 4/29/15
	Division Manager:  <i>Mary Lou Brown</i>	Date: 5/7/15
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☒ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

This expenditure was included in the Annual Budget.

RES # 18830

Mary Rasmussen  
Budgeting

# HERITAGE P H I L H A R M O N I C

APR 20 2015

Mr. Mike Sanders, County Executive  
Jackson County Courthouse  
415 E. 12th Street, 2nd Floor  
Kansas City, Missouri 64106

April 18, 2015

Dear Mr. Sanders,

We were pleased that you, Georgia and Lisa Carter were able to join us last summer for the kick-off reception for the Heritage Philharmonic's 70<sup>th</sup> anniversary season. We are now preparing for our final celebration concert and would like to invite Jackson County to join us as the presenting sponsor.

The Heritage Philharmonic, Eastern Jackson County's community orchestra will hold a free public celebration of this anniversary on the steps of the Harry S. Truman Presidential Library on June 13. We will perform a special pops concert entitled *Music of America* to celebrate our 70<sup>th</sup> anniversary as well as the commemoration of the 70<sup>th</sup> anniversary of Harry Truman's presidency and the end of World War II.

By serving as the presenting sponsor, you will help the organization provide a free concert for the people of Jackson County featuring the music of American composers over the past seven decades.

As the third oldest community orchestra in Missouri, and the oldest in Jackson County, we are committed to providing excellent, affordable and convenient orchestral music programs by using both professional and volunteer musicians. For the past 70 years, the Heritage Philharmonic has proven to be a valuable community resource in Jackson County.

Please review the enclosed sponsorship materials and commit to supporting this exciting summer concert celebration. A representative from our board of directors will be contacting you within the next week to answer any questions you may have about our organization and the marketing opportunities available through this special concert.

Sincerely,



Randy Williams  
Co-Chair of 70<sup>th</sup> Anniversary Celebration  
Heritage Philharmonic Board of Directors

# HERITAGE

## P H I L H A R M O N I C

### *70<sup>th</sup> Anniversary Concert Sponsorship Opportunities*

#### *Music of America*

Harry S. Truman Presidential Library

7 p.m. Saturday, June 13, 2015

The Heritage Philharmonic in partnership with the Harry S. Truman Presidential Library & Museum will commemorate the 70th anniversary of the end of World War II and the 70th anniversary of the start of Eastern Jackson County's community orchestra with a public performance. This free pops concert will be held outdoors on the steps of the Truman Library and will feature American music spanning the history of the orchestra. Special guests for this event include Conductor Laureate Jack Ergo and Principal Guest Conductor Bryan Busby. In case of rain, the concert will be held on Sunday, June 14, 2015.

#### **Presenting Concert Sponsor - \$5,000**

- Listed as presenter of this anniversary concert in all marketing materials
- Opportunity for organization representative to publicly welcome guest to the concert
- Receive 20 reserved seats at the concert
- Opportunity for 20 clients or guests to attend a pre-concert reception
- Full page advertisement in the orchestra's May 2 concert promoting the June 13 performance
- Logo recognition on the website and all promotional materials for the concert
- Listing on Heritage Philharmonic's social media promotion of the event

#### **Featured Concert Sponsor - \$2,000**

- Listed as a featured sponsor for this anniversary concert
- Receive 15 reserved seats at the concert
- Opportunity for 15 clients or guests to attend a pre-concert reception
- Listed in full page advertisement in the orchestra's May 2 concert promoting the June 13 performance
- Logo recognition on the website and all promotional materials for the concert
- Listing on Heritage Philharmonic's social media promotion of the event

#### **Gold Level Sponsor - \$1,000**

- Receive eight reserved seats at the concert
- Opportunity for eight clients or guests to attend a pre-concert reception
- Listed in advertisement in the orchestra's May concert promoting the June 13 performance
- Recognized on the orchestra's website and all promotional materials for the concert
- Listing on Heritage Philharmonic's social media promotion of the event

#### **Silver Level Sponsor - \$500**

- Receive four reserved seats at the concert
- Opportunity for four clients or guests to attend a pre-concert reception
- Listed in advertisement in the orchestra's May concert promoting the June 13 performance
- Recognized on the orchestra's website and all promotional materials for the concert
- Listing on Heritage Philharmonic's social media promotion of the event

*Thank you for supporting the Heritage Philharmonic*

[www.heritagephilharmonic.org](http://www.heritagephilharmonic.org)

# About Heritage Philharmonic

## *Jackson County's Premiere Community Orchestra*

For the past 70 years, the Heritage Philharmonic has proven to be a valuable community resource in Jackson County. It not only contributes to our community's education through free orchestra performances and youth scholarships, but it also provides an opportunity for talented citizens to pursue their musical interests. With four concerts a year reaching approximately 4,000 people, the Heritage Philharmonic strives to enhance the cultural fabric of Jackson County by providing high quality orchestra concerts as well as to build generations of individuals interested in the arts.

## *Mission*

The mission of the Heritage Philharmonic is to provide the Jackson County community with excellent, affordable and convenient orchestral music programs by using both professional and volunteer musicians. We celebrate life-long musical skills development for all levels of players.

## *History*

Before adopting the name Heritage Philharmonic, the orchestra was known as the Independence Symphony Orchestra. The organization was founded in 1944 when Franklyn Weddle, Music Director of the RLDS Church, recruited a small orchestra to accompany the 29th annual production of Handel's Messiah. Twenty-eight musicians signed on and the Symphony Orchestra was born. Harold Neal served as the Orchestra's second conductor and music director, and he led the Orchestra for many years until he retired in 1982. The years since have proven to be robust as the Orchestra's concert schedule grew and additional initiatives were undertaken. Jack Ergo served as conductor and music director for 25 seasons, and he has served as Conductor Laureate since 2005. James Murray joined the Heritage Philharmonic and currently holds the position of Conductor and Music Director.

The Heritage Philharmonic also administers the Young Artist Competition awarding scholarships and providing performance opportunities with the Philharmonic to area students. For more than 20 years, the Heritage Philharmonic has awarded musical performance to youth in the Jackson County community through the Young Artist scholarship program. Winners of the competition are featured in the May performance with the Philharmonic.

The Heritage Philharmonic performers include more than 60 student, volunteer and professional musicians. The Heritage Philharmonic is an IRS approved 501(c)3 nonprofit organization. Contributions may be considered a tax deductible donations.



# HERITAGE

## P H I L H A R M O N I C

### 70<sup>th</sup> Anniversary Sponsorship Commitment Form

Date: \_\_\_\_\_

Business: \_\_\_\_\_

Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

**Please reserve the following for the 70<sup>th</sup> Anniversary Celebration Concert:**

	<b>Sponsorship Level</b>	<b>Rate</b>
	Presenting Concert Sponsor– <i>only one available</i>	\$5,000
	Featured Concert Sponsor	\$2,000
	Gold Level Sponsorship	\$1,000
	Silver Level Sponsorship	\$500

\_\_\_\_ We are unable to attend, but wish to support the Heritage Philharmonic with a tax deductible contribution.

\_\_\_\_ A total donation of \$\_\_\_\_\_ is enclosed.

*Please make checks payable to: The Heritage Philharmonic Orchestra, Inc.*

\_\_\_\_ Please send an invoice in the amount of \$\_\_\_\_\_.

---

 Signature

---

 Date

Please mail form and payment to: Heritage Philharmonic  
 P.O. Box 2276  
 Lee's Summit, MO 64063

# HERITAGE

## PHILHARMONIC

APR 20 2015

Mr. Mike Sanders, County Executive  
Jackson County Courthouse  
415 E. 12th Street, 2nd Floor  
Kansas City, Missouri 64106

April 18, 2015

Dear Mr. Sanders,

We were pleased that you, Georgia and Lisa Carter were able to join us last summer for the kick-off reception for the Heritage Philharmonic's 70<sup>th</sup> anniversary season. We are now preparing for our final celebration concert and would like to invite Jackson County to join us as the presenting sponsor.

The Heritage Philharmonic, Eastern Jackson County's community orchestra will hold a free public celebration of this anniversary on the steps of the Harry S. Truman Presidential Library on June 13. We will perform a special pops concert entitled *Music of America* to celebrate our 70<sup>th</sup> anniversary as well as the commemoration of the 70<sup>th</sup> anniversary of Harry Truman's presidency and the end of World War II.

By serving as the presenting sponsor, you will help the organization provide a free concert for the people of Jackson County featuring the music of American composers over the past seven decades.

As the third oldest community orchestra in Missouri, and the oldest in Jackson County, we are committed to providing excellent, affordable and convenient orchestral music programs by using both professional and volunteer musicians. For the past 70 years, the Heritage Philharmonic has proven to be a valuable community resource in Jackson County.

Please review the enclosed sponsorship materials and commit to supporting this exciting summer concert celebration. A representative from our board of directors will be contacting you within the next week to answer any questions you may have about our organization and the marketing opportunities available through this special concert.

Sincerely,



Randy Williams  
Co-Chair of 70<sup>th</sup> Anniversary Celebration  
Heritage Philharmonic Board of Directors

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

**A RESOLUTION** awarding a four-year term and supply contract with four twelve-month options to extend for the furnishing of fuel for use by various County departments, to Frazier Oil & L.P. Gas Co., Inc., of Gower, Missouri, under the terms and conditions of City of Kansas City, Missouri, Contract No. EV1848, an existing government contract.

**RESOLUTION NO. 18831**, May 11, 2015

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, the Director of Finance and Purchasing recommends the award of a four-year term and supply contract with four twelve-month options to extend for the furnishing of fuel including diesel, leaded, and unleaded gasoline, and kerosene, for use by various County departments to Frazier Oil & L.P. Gas Co., Inc., of Gower, Missouri, under the terms and conditions of the City of Kansas City, Missouri Contract No. EV1848, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are contained in the then current Jackson County budget.

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. 18831 of May 11, 2015, was duly passed on \_\_\_\_\_, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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 is subject to annual appropriations.

  
\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION


Completed by County Counselor's Office:

Resolution No.: 18831

Sponsor(s): Scott Burnett

Date: May 11, 2015

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Four year Term and Supply Contract with Four Twelve Month Options to extend for the furnishing of Fuel for the use by Various County Departments to Fraizer Oil &amp; L.P. Gas Co. Inc of Gower, Missouri under the City of Kansas City, Missouri Contract No. EV1848, an existing cooperative government contract.</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></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 checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table border="1"> <tr> <td>Department:</td><td>Estimated Use: \$</td></tr> <tr> <td>Sheriff's Department</td><td>\$312,500.00</td></tr> <tr> <td>Parks + Rec</td><td>\$310,000.00</td></tr> <tr> <td>Road &amp; Bridge</td><td>\$345,000.00</td></tr> <tr> <td>Total:</td><td>\$967,500.00</td></tr> </table> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$2,144,876.53 (24 Months)          Prior Year Actual Amount Spent (if applicable): \$1,945,876.53 (24 Months)</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		Department:	Estimated Use: \$	Sheriff's Department	\$312,500.00	Parks + Rec	\$310,000.00	Road & Bridge	\$345,000.00	Total:	\$967,500.00
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																					
Department:	Estimated Use: \$																				
Sheriff's Department	\$312,500.00																				
Parks + Rec	\$310,000.00																				
Road & Bridge	\$345,000.00																				
Total:	\$967,500.00																				
PRIOR LEGISLATION	<p>Prior ordinances and (date):          Prior resolutions and (date): 18584, Aug 18, 2014; 18516, May 12, 2014; &amp; 16940, June 22, 2009</p>																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Cassandra Cheek, Senior Buyer, 881-3265</p>																				
REQUEST SUMMARY	<p>Various County Departments require a Term and Supply Contract for Fuel. Jackson County, Missouri entered into a jointly bid contract with the City of Kansas City, Missouri and other entities that include City of Lee's Summit, MO; City of Raytown, MO; Kansas City Police Department, City of Independence, MO; Wyandotte County, KS; and the City of Grandview, MO to provide a Term and Supply Contract for Fuel at reduced prices.</p> <p>RECOMMENDED VENDOR: Frazier Oil &amp; L.P. Gas Co. CONTRACT NUMBER: City of Kansas City, MO #EV1848</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Four Year Term and Supply Contract with Four Twelve Month options to extend for the furnishing of Fuel for use by Various County Departments to Frazier Oil &amp; L.P. Gas Co. of Gower, Missouri under the Terms and Conditions of the City of Kansas City, Missouri Contract No. EV1848, an existing cooperative government contract.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. This availability of funds for specific purchases is subject to annual appropriations.</p>																				

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Copy of City of Kansas City Missouri Contract No. EV1848, Departments Memorandums	
REVIEW	Department Director: 	Date: 5/1/2015
	Finance (Budget Approval): <i>If applicable</i> N/A Mary Rasmussen	Date: 5/1/15
	Division Manager: Mary Lou Brown	Date: 5/7/15
	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.



STANDARD CITY CONTRACT**MASTER CONTRACT FOR PRODUCTS and SERVICES - THE CITY OF KANSAS CITY, MISSOURI****CONTRACT NO.: EV1848****TITLE/DESCRIPTION: Fuel Products and Fuel Related Services**

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY or "Agency" ), and Frazier Oil & L.P. Gas Company, Inc. ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR for CONTRACTOR to provide fuel products and fuel related services consists of the following Contract Documents:

- (a) this Contract;
- (b) Exhibit 1 entitled "Pricing." Exhibit 1 consists of all of the following documents:
  - Appendix J Missouri Transport Delivery Pricing dated 4-3-15
  - Appendix K Kansas Transport Delivery Pricing dated 4-3-15
  - Appendix L Missouri and Kansas Tankwagon Delivery & Kerosene Pricing dated 4-3-15
  - Appendix M PRICE INCREASE
  - Appendix N FUEL QUALITY SERVICES
  - Appendix O Fuel Tank Rental dated 4-3-15.
- (c) CONTRACTOR's Proposal dated March 05, 2015 that is attached hereto and incorporated into this Contract (except CITY and CONTRACTOR do not incorporate CONTRACTOR's proposed Pricing that is subceded by the pricing set forth in Exhibit 1 entitled.Pricing and is dated April 3, 2015);
- (d) CITY's RFP No.EV1848 entitled "Gasoline, Alternative, Diesel, and Kerosene Products and Related Services" and all Addendums that are incorporated into this Contract by reference;
- (e) CONTRACTOR's Best and Final Offer dated April 03, 2015;
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

## **Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) **Initial Term.** The initial term of this Contract shall begin on May 1, 2015 and shall end on April 30, 2019. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At anytime prior to the expiration of the initial term or any subsequent term, the CITY shall have the unilateral right to renew this Contract for up to four (4) additional one (1) year terms.
- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

## **Sec. 3. Compensation.**

- (a) CONTRACTOR shall timely provide all fuel related products ("Products") and fuel related services ("Services") in accordance with the Contract and the CITY shall pay CONTRACTOR the lowest Price set forth in Exhibit 1 of the Contract for all Products and Services. CITY will order all Products and Services on an as needed basis.
- (b) CITY shall order all Products and Services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any Products and Services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY without CITY's prior written authorization.
- (c) If the spot market pipeline terminal Rack price for any diesel product or gasoline product is between \$5.00 and \$10.00 per gallon, CITY shall pay CONTRACTOR the applicable Margin Above Rack charge set forth in Appendix M of Exhibit 1 in addition to the Margin Cost Above Rack in Appendix J, K and L. If the spot market Rack price for any diesel product or gasoline product exceeds \$10.00 per gallon, CONTRACTOR shall be paid at the \$10.00 per gallon Margin Above Rack Charge plus an increase of \$0.0020 per \$0.50 increment increase in the Rack Price.

Example: If the Rack Price is \$10.50, CITY shall pay CONTRACTOR the amount of \$0.0210 per gallon in addition to the pricing set forth in Appendixes J, K and L.

- (d) CITY may rent fuel related Equipment from CONTRACTOR at the pricing set forth in Appendix O of Exhibit 1. CONTRACTOR shall timely provide any fuel related rental equipment ordered by the CITY pursuant to a Purchase Order issued in compliance with the CONTRACT.

**Sec. 4. Invoices.**

- (a) CONTRACTOR shall invoice the CITY in accordance with the Contract. CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for Products and Services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

**Sec. 5. Representations and Warranties of Contractor.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.

- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

**Sec. 6. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 7. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

**Sec. 8. Termination for Convenience.** CITY may, at any time upon thirty (30) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

**Sec. 9. Default and Remedies.**

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

**Sec. 10. Waiver.** Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 11. Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

## **Sec. 12. Records.**

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

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

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

**Sec. 13. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Contractor shall:

(a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.

(b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

(c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Sec. 14. Tax Compliance.** CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

**Sec. 15. Buy American Preference.** It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**Sec. 16. Service of Process.** In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

**Sec. 17. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri  
Procurement Services Division  
414 East 12th Street, 1st Floor, Room 102 W  
Kansas City, Missouri 64106  
Attention: Cedric Rowan, C.P.M., Manager  
Telephone: (816) 513-1592  
Facsimile: (816) 513-1156

With copies to: William Geary, Esq.  
City Attorney  
Law Department of Kansas City, Missouri  
414 East 12th Street, 28th Floor  
Kansas City, Missouri 64106  
Telephone: (816) 513-3118

If to the CONTRACTOR: Scott Frazier

President  
100 Whitney Ave. .  
Gower, MO 64454  
Telephone: (816) 424-6623  
Facsimile: (816) 424-3775

#### **Sec. 18. General Indemnification.**

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
  2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (a) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

#### **Sec. 19. Insurance.**

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a Severability of Interests Coverage applying to Additional Insureds
  - b Contractual Liability
  - c Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
  - d No Contractual Liability Limitation Endorsement
  - e Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
- 2 Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
- 3 Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.



## **Sec. 20. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement Services shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 21. Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

## **Sec. 22. Assignability and Subcontracting.**

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 23. Employee Eligibility Verification.** CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at [http://www.dhs.gov/xprevprot/programs/qc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/qc_1185221678150.shtm). For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

## **Sec. 24. Emergencies.**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

#### **Sec. 25. Fuel Shortages.**

If there is a Product shortage of any type of fuel in the Kansas City metropolitan region for any reason, CONTRACTOR shall use CONTRACTOR's best efforts to supply fuel related Products to the CITY and CONTRACTOR shall supply fuel related Products to the CITY before CONTRACTOR supplies fuel related Products to any other customer or anyone else. Supplying fuel products to the CITY will be CONTRACTOR's highest priority to allow the CITY to continue to provide essential services to its citizens. During a fuel related Product shortage, CONTRACTOR shall charge the CITY in accordance with the Contract Pricing and CITY shall pay any of CONTRACTOR's increased direct costs that are directly caused by obtaining fuel related Products during a fuel shortage in the Kansas City metropolitan region.

#### **Sec. 27. Fixed-Future Pricing and Locked Agreements Prohibited.**

Notwithstanding any other provision in this Contract, CITY and CONTRACTOR shall not enter into any "fixed-future pricing agreements" or "locked agreements" until the City Council of the City of Kansas City, Missouri adopts a formal written policy authorizing such transactions and the CITY and CONTRACTOR execute a written Amendment to this Contract executed by both the CITY's Director of Finance and the CITY's City Attorney. The CITY shall have no financial obligation to CONTRACTOR or anyone else for any Fixed-Future Pricing Agreement or Locked Agreement that does not comply with all of the requirements of this Section.

**Sec. 28. Leasing Prohibited.**

CONTRACTOR shall not lease any fuel related Equipment to the CITY unless the CITY executes a written amendment to this Contract executed by both the CITY's Director of Finance and the CITY's City Attorney. The CITY shall have no financial obligation to CONTRACTOR or anyone else for any Lease that does not comply with all of the requirements of this Section.

**CONTRACTOR**

I hereby certify that I have the authority to execute  
this document on behalf of CONTRACTOR.

Contractor: FRAZIER OIL & L.P. GAS CO., INC.

By: Scott Frazier

Title: President

Date: 4-27-15

**APPROVED AS TO FORM**

[Signature]  
Assistant City Attorney

(Date)

**KANSAS CITY, MISSOURI**

By: [Signature]

Title: Manager of Investment Services

Date: 4/27/15

# Exhibit 1 - Pricing

APPENDIX-J MISSOURI TRANSPORT DELIVERY PRICING

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK	STATE OF MO TAX	MUST FEE	LUST FEE	MO INSP. FEE	XS INSP. FEE	FED OIL SPILL FEE	TOTAL CHARGE (PER GAL)
J1		Gasoline, Unleaded: 87, 89, 91	GAL	\$0.04700	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	\$0.22320
J2		Gasoline, Unleaded: 87, 89, 91	GAL	\$0.04700	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00170	\$0.22301
J3		Octane Ethanol Blend	GAL	\$0.05100	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	\$0.22720
J4		Diesel Fuel, Clear: #1, #2 USLD, #1 & #2 USLD Mix	GAL	\$0.05100	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00181	\$0.22711
J5		Bio-Diesel Single Terminal	GAL	\$0.05100	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00181	\$0.22711
J6		K-1 Kerosene - Bulk	GAL	\$0.13770	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	\$0.31390
J7		Mixed TOW III Marine Oil at 50:50 ratio	EA	Tank Wagon Only	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	Tank Wagon Only
J8		Red Dye Off-Road	GAL	\$0.00500							\$0.00500
J9		K-1 Fueling Additive, or other, at 50:50	GAL	\$0.02000							\$0.02000
J10		Customer Specific Fuel Additives		KCMO List Price	Markup	Discount					TOTAL CHARGE (PER FUEL GAL)
J10		Power Service Additive, Clear Diesel at 1:1000 ratio	GAL	\$0.03290	10%	\$0.00000					\$0.036190
J11		Power Service Additive, Diesel Klean at 1:1500 ratio	GAL	\$0.01930	10%	\$0.00000					\$0.021230
J12		Power Service Additive, Diesel Klean at 1:1500 ratio	GAL	\$0.01930	10%	\$0.00000					\$0.021230
J13		Power Service Additive, Arctic Express at 1:1500 ratio	GAL	\$0.01390	10%	\$0.00000					\$0.015290
J14		Power Service Additive, Arctic Express at 1:1500 ratio	GAL	\$0.01390	10%	\$0.00000					\$0.015290
J15		BlockKleen at 80oz 1600 ratio	GAL	\$0.04594	10%	\$0.00000					\$0.050534
J16		Silt-Load Charge	LBAC	\$100.00							
J17		Silt-Delivery Charge	LBAC	\$100.00							

Discount for prompt payment: % 0.001 (One-tenth of one percent) (Fuel Only) Net 20 (Calendar Days)

Kerosene is not available at local terminals and must be loaded at Coffeyville Kansas for transport loads

Supplier's Authorized Signature

## APPENDIX-J

## MISSOURI TRANSPORT DELIVERY PRICING

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK	STATE OF MO TAX	MUST FEE	Fed Tax	MO INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	TOTAL CHARGE PER GAL.
JET		Jet Fuel with PRIST	GAL	\$0.05850	\$0.00000	\$0.00250	\$0.24400	\$0.00050	\$0.00030	\$0.00190	\$0.30770
The above quote has full Federal Tax of 2440 cents per gallon on it. This is how Frazier Oil Co. must handle the taxation on Jet fuel today beginning April 2015. Frazier Oil Co. can file for a Federal "UA" license that will allow the Federal Tax on Jet Fuel sold to a State Government Agency to be exempt from the Federal tax of 2430 cents per gallon.											

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK	STATE OF MO TAX	MUST FEE	LUST FEE	MO INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	TOTAL CHARGE PER GAL.
JET		Jet Fuel with PRIST	GAL	\$0.05850	\$0.00000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	\$0.06470

The above quote has is based upon receiving the "UA" license from the Federal Government that will allow Frazier Oil Co. to sell Jet Fuel to a State Government Agency with an exemption for the Federal Tax of 2430 cents per gallon.

Discount for prompt payment:

%

0.001

(One-tenth of one percent) (Fuel Only)

Net:

20

(Calendar Days)

Supplier's Authorized Signature

Date

## APPENDIX-K KANSAS TRANSPORT DELIVERY PRICING

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK	STATE OF KANSAS TAX	KANSAS ENV FEE	LUST FEE	KS INSP. FEE	FED OIL SPILL FEE	TOTAL CHARGE (PER GAL)
K1		Gasoline, Unleaded 87.89.91 Octane	GAL	\$0.04750	\$0.24000	\$0.01300	\$0.00100	\$0.00030	\$0.00190	\$0.30020
K2		Gasoline, Unleaded 87.89.91 Octane Ethanol Blend	GAL	\$0.04700	\$0.24000	\$0.01000	\$0.00100	\$0.00030	\$0.00170	\$0.30000
K3		Diesel Fuel Clear #1 #2 USLD #1 & #2 USLD Mix	GAL	\$0.05100	\$0.26000	\$0.01000	\$0.00100	\$0.00030	\$0.00190	\$0.32420
K4		Bio-Diesel: Single Terminal	GAL	\$0.05100	\$0.26000	\$0.01000	\$0.00100	\$0.00030	\$0.00181	\$0.32411
K5		K-1 Kerosene - Bulk	GAL	\$0.13770	\$0.26000	\$0.01000	\$0.00100	\$0.00030	\$0.00190	\$0.41090
K6		Mixed TOW III Marine Oil at 50:1 ratio	GAL	Tank Wagon Only	\$0.24000	\$0.01000	\$0.00100	\$0.00030	\$0.00190	Tank Wagon Only
K7		Red Dye Off-Road	GAL	\$0.00500						\$0.00500
K8		K-1 Pipeline Additive, or (equivalent)	GAL	\$0.02000						\$0.02000
K9		Customer Specific Fuel Additives:		KCMO List Price	Markup	Discount				TOTAL CHARGE (PER FUEL GAL)
K10		Power Service Additive, Clear Diesel at 1:1000 ratio	GAL	\$0.03290	10%	\$0.00000				\$0.036190
K11		Power Service Additive, Diesel Klean at 1:1500 ratio	GAL	\$0.01930	10%	\$0.00000				\$0.021230
K12		Power Service Additive, Supplement at 1:1500 ratio	GAL	\$0.01830	10%	\$0.00000				\$0.020130
K13		Power Service Additive, Express at 1:1500 ratio	GAL	\$0.01360	10%	\$0.00000				\$0.015290
K14		Power Service Additive, BioKlean at 1:1000 ratio	GAL	\$0.04594	10%	\$0.00000				\$0.050534
K15		Slit-Load Charge	Load	\$100.00						
K15		Slit-Delivery Charge	Load	\$100.00						

Discount for prompt payment: % 0.001 (One-tenth of one percent) (Fuel Only) Net 20 (Calendar Days)

Term K-6 (Kerosene) is not available at local terminals and must be loaded at Coffeyville Kansas for transport loads.

Supplier's Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_



APPENDIX-L MISSOURI AND KANSAS TANKWAGON DELIVERY & KEROSENE PRICING

\* Taxes, Fees, Dyes, Additives, Split Load, Split-Delivery, Discount for Prompt Payment will be at the cost provided on Appendix J & K.

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	*MARGIN COST ABOVE RACK 0-499gal	*MARGIN COST ABOVE RACK 500-999gal	*MARGIN COST ABOVE RACK 1000-1999gal	*MARGIN COST ABOVE RACK 2000-2999gal	*MARGIN COST ABOVE RACK 3000-4999gal
L-1		Gasoline, Unleaded: 87, 89, 91 Octane	\$0.29750	\$0.29750	\$0.24750	\$0.18750	\$0.15500
L-2		Gasoline, Unleaded: 87, 89, 91 Octane Ethanol Blend	\$0.29750	\$0.29750	\$0.24750	\$0.18750	\$0.15500
L-3		Diesel Fuel Clear: #1, #2 USLD, #1 & #2 USLD Mix	\$0.29750	\$0.29750	\$0.24750	\$0.18750	\$0.15500
L-4		Bio-Diesel: Single Terminal	\$0.29750	\$0.29750	\$0.24750	\$0.18750	\$0.15500
L-5		K-1 Kerosene - Bulk	\$0.29750	\$0.29750	\$0.24750	\$0.18750	\$0.15500
L-6		Mixed TCW III Marine Oil at 50:1 ratio	\$0.75000	\$0.75000	\$0.75000	\$0.75000	\$0.75000

\*\* Suppliers invoice cost shall include all applicable taxes and fees

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	**MARKUP ABOVE SUPPLIERS COST (PER 55-Gallon)	DRUM DEPOSIT (55-GALLON)
L-7		K-1 Kerosene, Drum Delivered	\$60.00000	\$25.00
L-8		K-1 Kerosene, Drum - Picked Up	\$50.00000	\$25.00

Item L-5 (Kerosene) is not available at local terminals, product would be loaded at a regional bulk plant  
 Item L-6, TCW III Marine Oil, is not available at a local terminal and must be blended at a regional bulk plant.


Suppliers Authorized Signature

Date

## APPENDIX-M PRICE INCREASE

Supplier shall state the "Margin" above Rack" price increase for each price increment.  
 Reference section...

Rack Price	0-499 NET Gallons	500-999 NET Gallons	1000-1999 NET Gallons	2000-2999 NET Gallons	3000-4999 NET Gallons	5000+ NET Gallons
\$5.00	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015
\$5.50	\$0.0025	\$0.0025	\$0.0025	\$0.0025	\$0.0025	\$0.0025
\$6.00	\$0.0040	\$0.0040	\$0.0040	\$0.0040	\$0.0040	\$0.0040
\$6.50	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060
\$7.00	\$0.0080	\$0.0080	\$0.0080	\$0.0080	\$0.0080	\$0.0080
\$7.50	\$0.0095	\$0.0095	\$0.0095	\$0.0095	\$0.0095	\$0.0095
\$8.00	\$0.0110	\$0.0110	\$0.0110	\$0.0110	\$0.0110	\$0.0110
\$8.50	\$0.0130	\$0.0130	\$0.0130	\$0.0130	\$0.0130	\$0.0130
\$9.00	\$0.0150	\$0.0150	\$0.0150	\$0.0150	\$0.0150	\$0.0150
\$9.50	\$0.0170	\$0.0170	\$0.0170	\$0.0170	\$0.0170	\$0.0170
\$10.00	\$0.0190	\$0.0190	\$0.0190	\$0.0190	\$0.0190	\$0.0190

X   
 Suppliers Authorized Signature

X 3-4-2015  
 Date

# APPENDIX PAGE-N FUEL QUALITY SERVICES

Pg#

Supplier shall provide products and services to maintain fuel quality. Maintenance services provided shall detect, diminish, and remove free and suspended moisture content, particulate matter, microbial contamination, and Ethanol phase separation throughout the year. NOTE: Fuel additive products used for restoring fuel quality will be at the cost provided on Appendix J & K.

SERVICE		UNIT	COST
2.6.5	Tank Fuel Sampling: Once a year supplier shall bottom sample fuel in storage tanks using "bacon bomb" or similar method to extract fuel for visual inspection. Based on visual inspection one or more of the following lab analysis might be required:		
1	Customer request for additional per tank sampling	Per Sample	\$ 175.00
Diesel Fuel:			
2	Microbial Contamination (Positive/Negative)	Per Test	
3	Distillation (D-86)	Per Test	
4	API Gravity (D-287)	Per Test	
5	Cetane Index (D976)	Per Test	
6	Water by Karl Fisher (ASTM D-512)	Per Test	
7	Water & Sediment (D-1796)	Per Test	\$ 175.00
Unleaded and Ethanol Blend Fuel:			
	Microbial Contamination (Positive/Negative)	Per Test	
	Distillation (D-86)	Per Test	
	API Gravity (D-287)	Per Test	
	Cetane Index (D976)	Per Test	
2.6.6	Fuel Reconditioning and Tank Bottom Sweep Service:		
1	On-Site Equipment Mobilization Fee	Per Site	\$ 600.00
2	C-10,000gal Horizontal UST Tank Bottom Sweep - moderate water and/or sediment	Per Tank	\$ 3,800.00
3	C-10,000gal Horizontal AST Tank Bottom Sweep - moderate water and/or sediment	Per Tank	\$ 4,000.00
4	Per Hour Rate for 10,000+ gal or Vertical or Heavy water and sediment	Per Hour	\$ 175.00
5	Disposal of Diesel Waste	Per Gal	\$ 3.00
6	Disposal of Unleaded Waste	Per 55gal/Drum	\$ 275.00
7	Additional to Tank Bottom Sweep: hourly service rate to recondition fuel in the Tank	Per Hour	\$ 175.00
2.6.7	Micro-Biocide Treatment: Properly mix/agitate fuel with approved dual-phase biocide		
1	Add Micro-Biocide product to fuel and mix/agitating	Per Tank	\$ 175.00
2.6.8	Supplier shall provide emergency services when at/ground water enters the fuel storage tank, at a level of 2" or more, to include:		
1	After-Hours On-Site Equipment Mobilization Fee	Per Site	\$ 600.00
2	After-Hours Hourly Service Rate	Per Hour	\$ 250.00
3	Water Coalescer Filter	Per Filter	\$ 50.00
4	Water Contact Diesel	Per 55gal/Drum	\$ 275.00
5	Water Contact Gasoline	Per 55gal/Drum	\$ 275.00

Per 1 inch of water included in the cost which is \$175.00 per each sample  
 1 inch of water cost which is \$450.00 per each sample

Suppliers Authorized Signature

3-4-2015

Date

# APPENDIX O FUEL STORAGE TANK RENTAL

Supplier to provide tanks and dispensing equipment for temporary use. Tanks shall be secondary contained and meet all Federal, State, Local codes and properly labeled.

Reference SECTION III, SPECIFICATIONS - SCOPE OF SERVICES. 3.0

Storage Tank Size	Equipment Delivery & Setup Charge	Monthly Rental Charge	Equipment Removal Charge
500 Gallon Capacity	\$ 1,000.00	\$ 400.00	\$ 900.00
1000 Gallon Capacity	\$ 1,000.00	\$ 500.00	\$ 900.00
2000 Gallon Capacity	\$ 1,000.00	\$ 600.00	\$ 900.00
Emergency Upcharge	\$ 1,600.00		

Supplier to state minimum number of days notice required for equipment delivery 42 (days) starting with the day that notification of bid is awarded.

Supplier to state minimum number of days notice required for equipment delivery 6 (days) after the initial 40 days preceding the notification that bid has been awarded.

Supplier to state minimum number of days notice required for equipment removal 6 (days)

Supplier to state upcharge when equipment is required to be delivered and setup or removed after normal business hours, weekends, Holidays, or prior to "minimum number of days notice"

Suppliers Authorized Signature

Date

x 4-3-15

## ORDINANCE NO. 150273

Authorizing the Manager of Procurement Services to execute a four year term and supply contract (EV1848) with Frazier Oil Company to supply fuel related products and services and authorizing the Manager of Procurement Services to amend the contract and exercise four (4) one-year renewals of the contract.

WHEREAS, the City solicited proposals for the operation of its fuel program; and

WHEREAS, Frazier Oil Company was determined to be the best proposer and has been selected to provide this service; and

WHEREAS, Section 3-41(a)(2), Code of Ordinances, requires the Manager of Procurement Services, to obtain City Council authorization to enter into contracts that may exceed \$1,200,000.00; and

WHEREAS, the General Services Department estimates the City will spend \$8,625,000.00 in Fiscal Year 2015-2016 from funds previously appropriated for this contract; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is hereby authorized to execute a four year term and supply contract with Frazier Oil Company to supply fuel related products and services. A copy of the term and supply contract is on file in the Procurement Services Division.

Section 2. That the Manager of Procurement Services is hereby authorized to amend the contract and exercise up to four one-year renewals of the contract without City Council authorization.

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.



Authenticated as Passed

Sty James, Mayor

Marilyn Sanders, City Clerk

APR 23 2015

Randall J. Landes  
Director of Finance

Approved as to form and legality:

James Brady  
Assistant City Attorney

Date Passed

**From:** Marvin J. Walker  
**Sent:** Thursday, April 30, 2015 1:54 PM  
**To:** Barbara J. Casamento; Cassandra L. Cheek  
**Cc:** Laura J. Scott  
**Subject:** FW: FIREARM TRAINING INVOCIE  
**Attachments:** 0302\_0001.pdf

Hello:

The attached invoice supports RE 321158090028960 000.

Lt. Marvin J. Walker  
Support Services Supervisor  
1300 Cherry St.  
K.C., Mo. 64106  
Phone: 816-881-4252  
Fax: 816-8814326

E-mail: [mwalker@jacksongov.org](mailto:mwalker@jacksongov.org)

**From:** 1stfloormarvinwalker@jacksongov.org [mailto:1stfloormarvinwalker@jacksongov.org]

**Sent:** Thursday, April 30, 2015 12:59 PM

**To:** Marvin J. Walker

**Subject:** Attached Image

PHONE: (816) 234-5350

## INVOICE

**BOARD OF POLICE COMMISSIONERS**

1125 LOCUST STREET  
 KANSAS CITY, MISSOURI 64106  
**T. I. N. 44-6000197**

**Name** Jackson County Dept. of Correction  
**Street** 1300 Cherry Street  
**City/State/Zip** Kansas City, MO 64106

Invoice	9522
Page	1
1	of pages
Invoice Date	4/17/2015

Please pay from this invoice  
 Make check payable to:

Terms: Net 30 days

BOARD OF POLICE COMMISSIONERS

Quantity	Description	Unit Price	Amount
✓ 8.30	RANGE USAGE FOR THE MONTH OF MARCH 2015 03/14/15 - Indoor Range	✓ 80.00000	\$664.00
Invoices Inquiries Contract: Kristine Reiter (816) 234-5346		OK TO PAY 4-22-15 Total Due	✓ \$664.00

**OFFICE OF JACKSON COUNTY, MISSOURI**  
***SHERIFF***  
**INTER-OFFICE MEMORANDUM**

**TO:** Cassandra Cheek

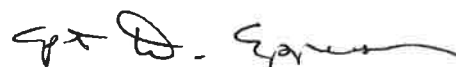
**FROM:** Captain David Epperson

**DATE:** 04/30/2015

**SUBJECT:** Estimated Fuel spending level for 2015

Cassandra,

We have budgeted \$312,500 for fuel this year and anticipate spending all of it to cover fuel costs for the Sheriff's Office and other agencies which utilize our fuel pumps.







**JACKSON COUNTY**  
**Parks + Rec**

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
MakeYourDayHere.com

**Res. 18831**

Michele Newman, Director  
(816) 503-4800  
Fax: (816) 795-1234

**MEMORANDUM**

**TO:** Cassandra Cheek, Senior Buyer & Office Services Coordinator  
**FROM:** Nicol Mancini, Administrative Assistant  
**DATE:** April 30, 2015  
**SUBJECT:** Fuel Contract

The Parks and Recreation Department will utilize this contract.

Our **projected usage** during the next three months is \$310,000.

<b>Budget</b>	<b>Line Item</b>		<b>Item Total</b>
Park Operations	003-1602-57110 (Gasoline)	\$200,000	\$200,000
Marinas	300-1653-57110 (Gasoline)	\$110,000	\$110,000

**2014--Usage**

Park Operations	003-1602-57110 (Gasoline)	\$195,000
Marinas	300-1653-57110 (Gasoline)	\$114,000

**\*\*Park Operations usage MAY increase if Parks + Rec takes over Sheriff's fuel tanks**



*Michael D. Sanders, County Executive*



Jackson County  
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

MEMORANDUM

TO: Cassandra Cheek, Senior Buyer

FROM: Caroline Deihl, Public Works – Road Maintenance

DATE: April 30, 2015

SUBJECT: City of Kansas City Missouri Contract No. EV 1848 – Fuel Contract

Cassandra, We have evaluated the above referenced bid for City of Kansas City Missouri Contract No. EV 1848 – Fuel Contract. We will spend approximately \$345,000.00.

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

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with the Fort Osage School District for one deputy to serve as the School Resource Officer at Fort Osage High School, for a fee of \$92,949.00 payable to the County.

**RESOLUTION NO. 18832**, May 11, 2015

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Jackson County Sheriff's Office desires to renew its cooperative agreement with the Fort Osage School District, whereby the Sheriff's Office shall provide one deputy to serve as the School Resource Officer at the Fort Osage High School; and,

WHEREAS, the Fort Osage School District shall reimburse the County for the services rendered by the School Resource Officer in the yearly amount of \$92,949.00 for the period of July 1, 2015, through June 30, 2016; 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 cooperative agreement with the Fort Osage School District.

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. 18832 of May 11, 2015, was duly passed on \_\_\_\_\_, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**SCHOOL RESOURCE OFFICER COOPERATIVE AGREEMENT**

WHEREAS, JACKSON COUNTY, MISSOURI (hereinafter "County") and the FORT OSAGE R-1 SCHOOL DISTRICT (hereinafter "District") mutually desire to enter into an Agreement whereby the OFFICE OF THE SHERIFF OF JACKSON COUNTY, MISSOURI (hereinafter "Sheriff") will provide and manage a School Resource Officer (hereinafter "SRO") program in the District, and whereas the parties further desire to set forth the specific terms and conditions of the services to be performed and provided:

NOW THEREFORE, the parties hereto agree as follows:

**I. Term of Agreement**

- A. The term of this Agreement commences on July 1, 2015, and ends on June 30, 2016.

**II. Employment and Assignment of SRO**

- A. The Sheriff agrees to employ one SRO. The SRO shall be an employee of the Sheriff and shall be subject to the administration, supervision, and control of the Sheriff and Jackson County, except as such administration, supervision and control are subject to terms and conditions of this Agreement.
- B. The Sheriff agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the County, including but not limited to: sick leave, annual leave, retirement compensation, disability, salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the County and the Sheriff except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- C. The Sheriff, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. However, the Sheriff will consider any reasonable request of the District to replace the SRO.
- D. The SRO shall be assigned to the District by the Sheriff and within the District at the discretion of the Superintendant of Schools or his designee. Specific assignment of duties within the District shall be made by the Superintendent of Schools or his designee.
- E. In the event the SRO is absent from work, the SRO shall notify both his/her supervisor in the Sheriff's Office and the principal or the principal's office of the school to which the SRO is assigned.
- F. While assigned to the District, the SRO will adhere to its policies, regulations and procedures.

### **III. Supplies and Equipment**

#### **A. The Sheriff agrees to provide the SRO with the following:**

1. Standard uniform and uniform accessories;
2. A standard patrol vehicle for which the Sheriff agrees to:
  - a. Provide all necessary maintenance;
  - b. Pay for gasoline, oil, replacement tires and other expenses associated with its operation;
  - c. Purchase and maintain comprehensive general auto liability insurance in an amount not less than coverage recommended by the Risk Manager for the County; and,
  - d. A standard issue pistol and rounds of ammunition.

#### **B. The District agrees to provide the SRO with the following:**

1. The usual and customary office supplies and forms required in the performance of duties; and,
2. A private office within the school, accessible by the students.

### **IV. Payment**

#### **A. District agrees to pay the County the yearly amount of \$92,949.00 for services rendered by the SRO.**

#### **B. Payment shall be made in twelve equal monthly installments in the amount of \$7,745.75. Said payment shall be made in the month following the month in which services were rendered, within five (5) days of District's receipt of Sheriff's monthly invoice, beginning August 2015. For any payment not received by the County as required by this Agreement, after providing written notice to the District, the Sheriff shall have the authority to remove the SRO from service for that month until payment is received.**

### **V. Sovereign Immunity**

#### **A. Nothing in this Agreement shall be construed as a waiver of any governmental immunity including sovereign immunity or official immunity available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.**

### **VI. Goals and Objectives**

#### **A. It is understood and agreed that the County officials share the following goals and objectives with regard to the SRO Program in the schools:**

1. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
2. To encourage the SRO to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events, concerns, etc.;
3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
4. To report serious crimes which occur on campus and to cooperate with the law enforcement officials in their investigations;
5. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and,
6. To provide traffic control at schools when deemed necessary for the safety and protection of students and the general public.

## **VII. Duty Hours**

- A. The maximum number of hours that a SRO shall be on duty in a calendar week shall be 60 hours, and the minimum shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the District, at the direction of the school principal of the school to which the officer is assigned, and the Sheriff, by the officer in charge of the SRO Program.
- B. The SRO shall be on duty at his/her respective school from 7:00 a.m. until 3:15 p.m. unless modified by the mutual agreement between the Sheriff and the District. The remainder of the deputy's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.
- C. It is understood and agreed that time spent by an SRO attending juvenile court and/or criminal cases arising from and/or out of his/her employment as a SRO shall be considered as hours worked under this Agreement.
- D. If, in the event of an emergency, the SRO is ordered by the Sheriff to leave his/her school duty station during normal duty hours as described above and to perform other services for the Sheriff, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the County shall be reduced by the number of hours of SRO service not provided to the District, or the hours shall be made up in a manner determined by the mutual agreement of the parties.

## **VIII. Basic Qualifications for a School Resource Officer (SRO)**

- A. To be a SRO, a deputy must first meet all of the following basic qualifications:

1. Shall be a commissioned deputy and should have at least two years of law enforcement experience;
2. Shall possess a sufficient knowledge of the applicable Federal and State laws, County ordinances, and Board of Education policies and regulations;
3. Shall be capable of conducting in-depth criminal investigations;
4. Shall possess even temperament and set a good example for students; and,
5. Shall possess communication skills that would enable the deputy to function effectively within the school environment.

**IX. Duties of a School Resource Officer (SRO)**

**A. The duties of the SRO shall include the following:**

1. To protect lives and property for the citizens and public school students of the District;
2. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
3. To investigate criminal activity committed on or adjacent to school property;
4. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;
5. To answer questions and conduct classroom presentations for students in the law-related education field;
6. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
7. To provide security for special events or functions, such as sporting events, PTA meetings, etc., at the request of the principal or the security specialist; and,
8. To provide traffic control during the arrival and departure of students on an as-needed basis, as determined by law enforcement personnel.
9. The SRO shall obtain approval from the school's principal or his/her designee before making contact with a student regarding any investigation.
10. The SRO shall insure that the principal or his/her designee is present whenever the SRO speaks with a student in the course of an investigation.



**X. Chain of Command**

- A. As an employee of the Sheriff, the SRO shall follow the chain of command as set forth in the Sheriff's Policies and Procedures Manual.
- B. In the performance of his/her duties, the SRO shall coordinate and communicate with the principal or the principal's designee of the school to which he/she is assigned.

**XI. Training/Briefing**

- A. The SRO shall be required by the Sheriff to attend periodic training and briefing sessions. These sessions will be held at the direction of the Sheriff. Briefing sessions will be conducted to provide for the exchange of information between the Sheriff and the SRO.
- B. Training sessions will be conducted to provide the SRO with appropriate in-service training such as updates in the law and in-service firearms training. The District also may provide training in Board of Education Policies, regulations and procedures.
- C. Quarterly meetings between the Fort Osage School District and the Jackson County Sheriff's Office will be conducted for the purpose of the exchange and update of information.

**XII. Dress Code**

- A. The SRO shall be required to wear uniforms approved by the Sheriff.

**XIII. Transporting Students**

- A. The SRO shall not transport any student in a Sheriff's vehicle except when:
  - 1. The student is a victim of a crime, under arrest, or some other emergency circumstances exist; or,
  - 2. The student is suspended and sent home from school pursuant to school disciplinary action AND the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period AND the student is disruptive/disorderly, causing his/her continued presence on campus to be a threat to the safety and welfare of other students and school personnel, as determined by the SRO or his/her supervisor; or,
  - 3. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee to accompany the deputy in the vehicle.
- B. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student, and the SRO may accompany the school official in transporting the student.

- C. A student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported.
- D. The SRO shall notify the school principal before removing a student from campus.
- E. The SRO shall not transport students in his/her personal vehicle.

**XIV. Investigations of Crimes Committed on School Grounds or at a School Function**

- A. The SRO shall investigate crimes committed on school grounds or at a school function in accordance with Board of Education policies, regulations and administrative procedures established by the District.

**XV. Investigations of Crimes Committed Off Campus**

- A. Crimes committed at school bus stops or while students are walking to and from school.

- 1. Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at bus stops and while students are walking to and from school.

- B. Other crimes committed off campus.

- 1. The SRO or investigating officer should contact the school principal in advance and inform him/her of the reason(s) to conduct an investigation within the school.
  - 2. The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation.
  - 3. The SRO and other law enforcement officials may interview students (suspects and witnesses) at school during school hours, provided items 1 and 2 of this section have been adhered to.
  - 4. Parental consent is not required to interview a witness or victim; however, the SRO or investigating officer shall make a reasonable effort to notify the student's parent(s) or guardian(s) to make them aware of the interview unless the student has reached the age of 18.
  - 5. The SRO or investigating officer shall notify a suspect's parent(s) or guardian(s) prior to an interview to offer them the opportunity to be present during the questioning unless the student has reached the age of 18.
  - 6. When law enforcement officials find it is necessary to question students during the school day or periods of extra-curricular activities, the school principal or designee will be present and the interview will be conducted in private.

## **XVI. Emergencies/Crisis Management**

- A. The SRO shall participate in the Emergency Preparedness Planning Teams at the building and district levels. Such participation may include the attendance of meetings out of District as assigned by the District.
- B. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of emergencies and for crisis management.

## **XVII. Controlled Substances**

- A. School officials shall notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances at school or school activities.
- B. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- C. If there is probable cause to believe that a student or any person has sold or is selling controlled substances at or near a school, the SRO shall be notified, and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be at the discretion of the SRO and the Jackson County Juvenile Officer.

## **XVIII. Access to Education Records**

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information, such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records, except in accordance with Board of Education Policy and Regulations.
- B. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.
- C. A full explanation as to the need of the information to meet the emergency situation and the extent to which time is of the essence shall be articulated in the SRO's official policy report.
- D. If confidential student record information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

## **XIX. Evaluation**

- A. It is mutually agreed that the District and Sheriff shall jointly evaluate annually the SRO Program and the performance of the SRO on forms mutually agreed to by the District and Sheriff.

**XX. Termination**

- A. District or County may terminate this Agreement at any time by giving 60 days' notice, in writing, to the other party. If the Agreement is terminated by the District under this paragraph, the County will be paid for all services associated with the Agreement, up to and including date of termination.

**XXI. Modification**

- A. This Agreement shall not be amended, modified, or cancelled without the written consent of all parties to this Agreement.

**XXII. Assignment**

- A. This Agreement, or any part thereof, shall not be assigned without the prior written consent of the parties. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

**XXIII. Waiver**

- A. Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

**XXIV. Severability**

- A. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule or law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

**XXV. Incorporation**

- A. This Agreement incorporates the entire understanding and agreement of the parties.

**IN WITNESS WHEREOF**, the parties hereto have cause this Agreement to be executed  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

JACKSON COUNTY, MISSOURI

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

\_\_\_\_\_  
Mike Sharp  
Jackson County Sheriff

ATTEST:

APPROVED AS TO FORM:

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

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

FORT OSAGE R-1 SCHOOL DISTRICT

ATTEST:

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
School Board Secretary

# REQUEST FOR LEGISLATIVE ACTION

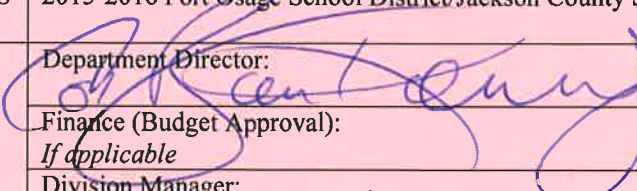
Completed by County Counselor's Office:

Res~~Ord~~ No.: 18832

Sponsor(s): Alfred Jordan

Date: May 11, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution to Authorize the County Executive to execute a Co-Operative Agreement with Fort Osage School District for the Jackson County Sheriff's Office's School Resource Officer (SRO).</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$</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  TO ACCT</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): 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):</p> <p>Prior resolutions and (date): #16996 (08-31-2009) #17370 (09-01-2010) #17612 (06-20-2011) #17957 (09-04-2012) #18237 (08-12-2013) #18564 (07-30-2014)</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Sgt. Dale L. Covey (816.524.4302 Ext. 72237)</p>										
REQUEST SUMMARY	<p>Authorize the County Executive to execute a co-operative agreement with the Fort Osage School District to fund the salary of the School Resource Officer serving the Fort Osage School District. The term of the agreement is July 1, 2015 through June 30, 2016.</p> <p>Our youth are faced with more challenges, popularity and increased availability of illegal drugs and alcohol, peer pressure, and uncertainty within their own home life. It is an unfortunate part of our society, but for the safety and security of our children and the staff, it is a comfort having an on-site law enforcement officer to assist with</p>										

	any issues that arise. These funds will be used for the reimbursement of the salary of the school resource officer at the Fort Osage School District.	
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	2015-2016 Fort Osage School District/Jackson County Sheriff's Office Agreement	
REVIEW	Department Director:  Finance (Budget Approval): <i>If applicable</i> Division Manager: <i>Mary Lou Brown</i> County Counselor's Office:	Date: <i>5/27/15</i>  Date:  Date: <i>6/7/15</i>  Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #

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.



## OFFICE OF THE COUNTY EXECUTIVE

JACKSON COUNTY COURTHOUSE

415 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106

(816) 881-3333  
Fax: (816) 881-3133



RECEIVED

MAY 05 2015

MARY JO SPINO  
COUNTY CLERK

25  
4:30

EXECUTIVE ORDER NO. 15-07

TO: MEMBERS OF THE LEGISLATURE  
CLERK OF THE LEGISLATURE

FROM: MICHAEL D. SANDERS  
JACKSON COUNTY EXECUTIVE

DATE: MAY 5, 2015

RE: APPOINTMENT TO THE PENSION PLAN BOARD OF TRUSTEES

Pursuant to section 1540., Jackson County Code I hereby make the following appointment to the Pension Plan Board of Trustees:

**B. Stephen Gillis** is appointed as an independent business executive member of the Pension Plan for a term to expire February 17, 2018. Mr. Gillis's appointment is occasioned by the resignation of Angelo Mancini. A copy of Mr. Gillis's resume is attached.

Michael D. Sanders, County Executive

Dated: 5-5-15





## **B. STEPHEN GILLIS**

638 W. 68<sup>TH</sup> TERRACE • KANSAS CITY, MISSOURI 64113

RESIDENCE: 816-333-5183 • WIRELESS: 816-898-1672

EMAIL: BSGLLS@AOL.COM

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### **STATEMENT OF QUALIFICATIONS**

Thirty years experience in planning, managing, and participating in trust examinations on a state-wide basis. Coordinate examinations, visitations, and investigation of consumer complaints with other state and federal agencies. Strong people skills, with an in-depth background in administration trust.

- ❖ **PERSONAL TRUST OFFICER:** Facilitate and foster relations, providing exemplary account administration and service to sophisticated high-net worth trust clients, their beneficiaries, and advisors. Administer fiduciary activities and compliance with laws, regulations, and established policies and procedures. Analyze and interpret legal instruments to determine responsibilities of the trust department.
  - ❖ **COMPLIANCE OFFICER:** Review State and Federal regulatory compliance-related operating policies and procedures. Assist regulatory agencies with the compliance oversight. Support the development of appropriate action plans.
- 

### **EMPLOYMENT HISTORY**

STATE OF MISSOURI, DIVISION OF FINANCE, KANSAS CITY, MO

1981 - PRESENT

#### **SENIOR TRUST EXAMINER**

Safeguard the soundness of state chartered banks with trust departments and independent trust companies in the State of Missouri. These institutions range in size and complexity from community banks with assets of \$2 Million to large institutions with multiple locations with assets in excess of \$90Billion. Supervise assigned staff and coordinate examination responsibilities with other federal regulatory institutions. Prepare written examination reports that are well-supported. Conduct meetings with senior management and board of directors to communicate examination findings and recommendations. Provide on-the-job training and performance feedback to less experienced examiners who assist on field assignments. Evaluate operational, legal, and reputational risks stemming from fiduciary activities as well as the corresponding risk management strategies to mitigate risks. Maintain current knowledge on the industry developments, changes in legislation, and changes in banking regulations.

- Led on-site review of charter applications and investigation for 11 free-standing trust companies with assets totaling \$7.5Billion.
- Coordinated one of the first multi-state examinations of a fiduciary institution with offices in five states.
- Planned and participated with the other state agencies, as well as the Federal Reserve Bank of Kansas City, Boston and New York in the examinations of the AG Edwards Trust Company, Mercantile Bank, Boatmen's Trust Company, State Street Bank and Trust, and the Bank of New York.
- Streamlined examination process by developing relationships with federal agencies for continuity and standardization. Developed coordinated examinations schedule with federal regulatory organizations which double doubled examination resources and provided commonality of regulatory oversight.
- Assisted Department of Labor and FBI to identify fraudulent practices.
- Developed spheres of influence with trust vendors, regulatory agencies, and practicing attorneys to establish a repository of knowledge and standardization throughout the industry.
- Recognized for expertise in Uniform Principal and Income Act, Uniform Prudent Investor Act, and Uniform Trust Code.

**TRUST EXAMINER** (1983-1989)

**ASSISTANT TRUST EXAMINER** (1981-1983)

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# **B. STEPHEN GILLIS**

RÉSUMÉ ▪ PAGE 2

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## **EDUCATIONAL BACKGROUND**

**BACHELOR OF SCIENCE - FINANCE**

UNIVERSITY OF MISSOURI, COLUMBIA, MO

**BACHELOR OF SCIENCE - ECONOMICS**

MISSOURI VALLEY COLLEGE, MARSHALL, MO

**ASSOCIATE OF ARTS - BUSINESS**

WENTWORTH MILITARY ACADEMY, LEXINGTON, MO

## **CONTINUED PROFESSIONAL DEVELOPMENT:**

MOKAN Trust Conference	1981 - Present
▪ Guest Speaker: Regulatory Issues	
FFIEC Asset Management Forum	1981 - Present
UMKC Employee Benefit Seminars	1990 -Present
National Graduate Trust School	1992 - 1995

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## **OTHER SIGNIFICANT ENDEAVORS**

GUEST SPEAKER	MOKAN Trust Conference	1993 - 1995
	▪ Regulatory Issues	
GUEST SPEAKER	Missouri Valley College, Marshall, MO	1995
	▪ Economics in the World Today	
GUEST SPEAKER	University of Missouri, Columbia, MO	1985
	▪ Security Analysis	

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## **CIVIC/COMMUNITY INVOLVEMENT**

Uplift (Volunteer)  
Knights of Columbus (Fourth Degree Member)  
Son's of the Revolution (Former Chapter President)  
Boy Scouts of America (Member Eagle Scout Board of Review Team)

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## **PERSONAL DATA**

Military [2 years]: United States Army. Air Defense