

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

**AN ORDINANCE** appropriating \$346,299.00 from the undesignated fund balance of the 2015 Anti-Drug Sales Tax Fund to provide for funding capital improvements at the Jackson County Detention Center.

**ORDINANCE NO. 4792**, November 9, 2015

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, the Jackson County Detention Center is in need of replacement hot water tanks, electrical switchgears, and new LED lighting; and,

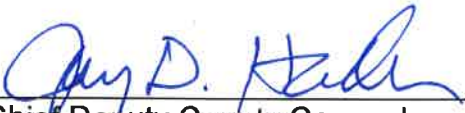
WHEREAS, an appropriation is necessary to place the funds required for these capital improvements in the appropriate spending accounts; now therefore,

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>
2015 Anti-Drug Sales Tax Fund			
Corrections			
008-2810	Undesignated Fund Balance	\$346,299	
008-2701	58020 – Buildings & Improvements		\$346,299

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. 4792 introduced on November 9, 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. 4792.

\_\_\_\_\_  
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: \$346,299.00

  
\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4792

Sponsor(s): Dennis Waits

Date: Nov. 9, 2015

SUBJECT	<p>Action Requested</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An Ordinance appropriating \$346,299 from the undesignated fund balance of the 2015 Anti-Drug Sales Tax Fund for capital improvement needs at the Detention Center and Annex.</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>\$346,299</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>\$346,299</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$346,299</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td></td></tr> <tr> <td>FROM:</td><td>FROM ACCT</td></tr> <tr> <td>Anti-Drug Tax Fund, Undesignated Fund Balance</td><td>008-2810</td></tr> <tr> <td></td><td>\$346,299</td></tr> <tr> <td>TO:</td><td>TO ACCT</td></tr> <tr> <td>Corrections, Buildings &amp; Improvements</td><td>008-2701-08020</td></tr> <tr> <td></td><td>\$346,299</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:	\$346,299	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$346,299	Amount budgeted for this item * (including transfers):	\$346,299	Source of funding (name of fund) and account code number; FROM / TO		FROM:	FROM ACCT	Anti-Drug Tax Fund, Undesignated Fund Balance	008-2810		\$346,299	TO:	TO ACCT	Corrections, Buildings & Improvements	008-2701-08020		\$346,299
Amount authorized by this legislation this fiscal year:	\$346,299																						
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	\$346,299																						
TO:	TO ACCT																						
Corrections, Buildings & Improvements	008-2701-08020																						
	\$346,299																						
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>																						
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Craig Mosher, Corrections Facility Management Admin, (816) 881-4399</p>																						
REQUEST SUMMARY	<p>Appropriate \$346,299 from the Undesignated Fund Balance of the Anti-Drug Tax Fund for replacement of hot water tanks, maintenance of electrical switchgears, and continued phasing of LED lighting at the Detention Center and Annex.</p> <p>The hot water tanks are not operable or, at times, not able to keep up with demand. Funding will replace tanks in the Detention Center and Annex.</p> <p>The Electrical switchgears monitor incoming power and distribute it throughout the complex. Servicing the switches will help insure that fluctuations and disruptions caused by the service coming into the building will not impact operations.</p>																						

	LED lamps use less energy and therefore save on utility costs. Cells and modules are being addressed with current funding. This next phase will be to install lamps in hallways, offices, and pods of the Detention Center. A KCPL rebate may be associated with this project.	
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	Memo from Joseph Piccinini, Interim Director of Corrections	
REVIEW	Department Director: <i>Joe Piccinini</i>	Date: <i>10-29-15</i>
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: <i>10/29/15</i>
	Division Manager: <i>Mary Lou Brown</i>	Date: <i>11/4/15</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 Tax Fund Undesignated Fund Balance	\$346,299

- ☐ 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.



## Supplemental Appropriation Request

### Jackson County, Missouri

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

Date: October 28, 2015

ORD # 4792

[illegible]

## Budgeting



**JACKSON COUNTY  
DEPARTMENT OF CORRECTIONS  
Kansas City, Missouri**

## **Memorandum**

To: Gary Panethiere, COO  
From: Joe Piccinini, Acting Director of Corrections  
CC:  
Date: Tuesday, 10/27/2015  
Re: RLA

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### **1. Hot Water Tanks**

- Tower  
Jackson County Detention Center is supplied steam through an outside company. The steam feeds a system which produces hot water by passing steam and water through heating tubes within tanks. There are three of these hot water tanks. The steam quality provided by our vendor is hard on the system and also acidic. One tank has corroded and the shell of the tank has split. It is inoperable. The other tanks are showing signs of wear. For example, the tanks have to be worked over the operating specifications to maintain the hot water that is available. Additionally, one tank has evidence of corrosion on its shell. Operating on two tanks also leaves no back-up. When one tank is off-line due to repairs, water temperature is lukewarm at best.

The tanks are inspected once a year through the State of Missouri. Although they have not been formally rejected for a permit, the inspector has verbally indicated the tanks are getting close to not being able to pass the tests.

The project would be to replace all three of the tanks, valves, equipment, and necessary piping to maintain hot water with the increased inmate load.

- **Annex**

There are four hot water tanks in the Annex; however these tanks are smaller and less durable than the ones in the Tower. The system was designed around a demand load. Increasing inmates, increases laundry and kitchen operations. Going beyond the design load puts strain on the equipment. The tanks are showing signs of wear and decreases efficiency. If one is off-line, there is a noticeable decrease in water temperature.

The project would replace two of the four tanks.

## **2. Switchgear Maintenance**

The switchgear monitors the incoming power at 13,200 volts. Within the switchgear are numerous breaker and fuses that feed different areas of the facility. When outside voltage decreases the switchgear identifies the drop and transfers power to the emergency generator. As normal power resumes, the switch transfers power back to the facility. Over time, dirt and dust accumulates within the switchgears which raises the potential for a spark and fire. In addition the breakers and fuses need to be tested for reliability. A problem could arise if the switch does not transfer power to the generator leaving the facility powerless. Also, if a breaker does not reset an area of the building would be without power. Consider a power failure to Med Housing. The switchgears have not been serviced for at least 11 years. Maintaining the switches and verifying the reliability of the system is crucial to ongoing operations of the Detention Center.

## **3. LED Lighting**

Corrections Facility Management is working with the electrical supplier to maximize Kansas City Power and Light rebates for energy efficiency by installing LED lighting. The goal is to perform as many retrofits before the KCPL rebate structure changes and is not as lucrative in 2016.

The first project was to retrofit the Parking Garage. The Parking Garage project is eligible for a **rebate of \$34,229**. The rebate value is based on an annual electric savings estimate of 212,728 kWh or a 64% reduction equating to **\$13,317 annual savings**. The total cost for the project not including in-house labor is estimated at \$67,981.

The second project is to retrofit the cells and modules of the Detention Center which is funded through the 2015 Corrections budget. The project is eligible for a **rebate of \$51,709** based on an annual savings estimate of 186,665 kWh or a 47% reduction equating to **\$14,199 annual saving**. The total cost of this project not including in-house labor is estimated at \$49,275.

The third project would be to continue retrofitting the Detention Center's hallways, pods, and offices. The application is still being developed but it is estimated that the rebates and costs will be comparable to the earlier projects.

It is important to get the funding for the third project. In 2016, KCPL is reducing the rebate amounts and qualifying will be more stringent.



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

**AN ORDINANCE** appropriating \$675,000.00 from the fund balance of the 2015 Park Enterprise Fund in acceptance of funds received from the City of Kansas City, Missouri, for improvements to certain sections of the Little Blue Trace Trail.

**ORDINANCE NO. 4793**, November 9, 2015

**INTRODUCED BY** Frank White, Jr., County Legislator

WHEREAS, by Resolution 17650, dated August 22, 2011, the Legislature did authorize the execution of a Cooperative Agreement with the City of Kansas City, Missouri, relating to the extension of the Little Blue Trace Trail between Lee's Summit Road and Longview Lake; and,

WHEREAS, the County has now received funds in the amount of \$675,000.00 from the City of Kansas City, Missouri, relating to this project; and,

WHEREAS, an appropriation is necessary to place these funds in the appropriate spending accounts; 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 Park Enterprise Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
2015 Park Enterprise Fund Non-Departmental			
300-9999	47040 – Increase Revenues	\$675,000	
300-2810	Undesignated Fund Balance		\$ 675,000
300-2810	Undesignated Fund Balance	\$675,000	
300-5300	58060 – Other Improvements		\$ 675,000

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. 4793 introduced on November 9, 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. 4793.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 300 2810  
ACCOUNT TITLE: Park Enterprise Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$675,000.00

  
\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4793

Sponsor(s): Frank White Jr.

Date: Nov. 9, 2015

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Accepting \$675,000 from the City of Kansas City, Missouri for a Cooperative Funding Agreement</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>\$675,000.00</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>\$675,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>0</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td> <p>FROM Park Enterprise Fund 300-2810</p> <p>TO ACCT Park Enterprise Fund 300-5300-58060</p> </td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is:</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$  Prior Year Actual Amount Spent (if applicable): \$</p>	Amount authorized by this legislation this fiscal year:	\$675,000.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$675,000.00	Amount budgeted for this item * (including transfers):	0	Source of funding (name of fund) and account code number; FROM / TO	<p>FROM Park Enterprise Fund 300-2810</p> <p>TO ACCT Park Enterprise Fund 300-5300-58060</p>
Amount authorized by this legislation this fiscal year:	\$675,000.00										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$675,000.00										
Amount budgeted for this item * (including transfers):	0										
Source of funding (name of fund) and account code number; FROM / TO	<p>FROM Park Enterprise Fund 300-2810</p> <p>TO ACCT Park Enterprise Fund 300-5300-58060</p>										
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 17650 8/29/11</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Dianne Kimzey, Deputy Director 503-4825</p>										
REQUEST SUMMARY	<p>Requesting authorization to accept \$675,000 from the City of Kansas City, Missouri related to a Cooperative Agreement for construction and improvements for the Little Blue Trace Trail along the Little Blue River west of Lee's Summit Road, and appropriate said funds from the unappropriated surplus of the 2015 Park Enterprise Fund.</p> <p>Resolution 17650, passed on August 29, 2011, authorized the execution of the Cooperative Agreement with the City of Kansas City, Missouri.</p> <p>Funds should be appropriated within the Park Enterprise Fund to account 300-5300-68060, Other Improvements.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Check from City of Kansas City, Missouri</p>										
REVIEW	<table border="1"> <tr> <td>Department Director: Michele Newman, Director of Parks + Rec</td><td>Date: 10-22-15</td></tr> <tr> <td>Finance (Budget Approval):</td><td>Date: 10/24/15</td></tr> </table>	Department Director: Michele Newman, Director of Parks + Rec	Date: 10-22-15	Finance (Budget Approval):	Date: 10/24/15						
Department Director: Michele Newman, Director of Parks + Rec	Date: 10-22-15										
Finance (Budget Approval):	Date: 10/24/15										

<i>If applicable</i>		
Division Manager:	<i>Mary Lou Brown</i>	Date: <i>11/4/15</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:
300-2810	Park Enterprise Fund – Undesignated Fund Balance	\$675,000

- ☐ 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 appropriation are available from the source indicated below.

ORD # 4793

## Budgeting

## Budgeting





City of Kansas City, Missouri  
Finance Department/Accounts Division  
414 East 12<sup>th</sup> Street, Room 302  
Kansas City, Missouri 64106

Commerce Bank  
18-1/1010

Ord. 4793  
No. 2573601

Check Date: 10/14/2015

PAY Six Hundred Seventy Five Thousand AND 00/100 Dollars

\$ \*\*\*675,000.00

TO THE  
ORDER  
OF

JACKSON COUNTY MISSOURI  
DEPT OF PUBLIC WORKS  
306 W KANSAS AVE  
INDEPENDENCE MO 64050

*Handell J. Jander*

⑈ 257360 ⑈

⑆ 10 10000 19 ⑆

000032505⑈

DETACH ALONG THIS PERFORATION

City of Kansas City, Missouri

No. 2573601

JACKSON COUNTY MISSOURI, DEPT OF PUBLIC WORKS, 306 W KANSAS AVE, INDEPENDENCE MO 64050

Check Date: 10/14/2015

DATE	CITY REFERENCE NO	INVOICE	NET AMOUNT
09/23/2015	89101858	89020123 Little Blue Trace Tra  <i>513-2616 KC Finance</i>	\$675,000.00
Totals			\$675,000.00

INDEPENDENCE MO 64050  
306 W KANSAS AVE  
DEPT OF PUBLIC WORKS  
JACKSON COUNTY MISSOURI

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

**AN ORDINANCE** setting the 2016 Jackson County, Missouri tentative tax levy.

**ORDINANCE NO. 4794**, November 9, 2015

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, chapter 5, section 539.00 of the Jackson County Code requires the County Legislature to adopt a tentative tax levy sufficient to provide for appropriations in the County budget; and,

WHEREAS, the proposed 2016 annual County budget would require the following tax levies on each hundred dollars of assessed valuation for the fiscal year 2016:

<u>FUND</u>	<u>LEVY</u>
General Fund	\$0.2671
Health Fund	0.2283
Park Fund	0.1457
Special Road & Bridge Fund	<u>0.2014</u>
<b>TOTAL ALL FUNDS</b>	<b><u>\$0.8395</u></b>

and,

WHEREAS, pursuant to authorization granted by sections 67.500 through .545, RSMo, the qualified voters in Jackson County on November 6, 1979, approved Jackson County Proposition #1 which imposed a county-wide sales tax of one-half of one percent and required that the total county property tax levy be reduced by 70% of the total amount of

the sales tax revenues in the tax year; and,

WHEREAS, section 67.505, RSMo, requires that after the County has determined its budget, the total property tax levy must be reduced in an amount sufficient to decrease the total property taxes it will collect by an amount equal to 70% of the sales tax revenue in the same tax year; and,

WHEREAS, the tentative estimate of the sales tax revenues to be collected in 2016 is \$45,611,800.00 and,

WHEREAS, this tentative estimate is subject to revision based upon actual sales tax revenues during the first six months of 2016 and the permanent levy to be adopted in September 2016 will reflect actual sales tax revenues during the first six months of 2016; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that, based upon tentative estimates of the sales tax revenues in 2016 and based upon the appropriations in the 2016 annual county budget, the following amounts on each one hundred dollars of assessed valuation be set as the Jackson County tentative tax levy for the fiscal year 2016 on real and personal property within Jackson County, Missouri:

<b><u>FUND</u></b>	<b><u>LEVY</u></b>
General Fund	\$0.1356
Health Fund	0.1442
Park Fund	0.0839
Special Road & Bridge Fund	<u>0.1319</u>
<b>TOTAL ALL FUNDS</b>	<b><u>\$0.4956</u></b>

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. 4794 introduced on November 9, 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. 4794.

\_\_\_\_\_  
Date

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

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** to adopt the annual budget and set forth appropriations for the various spending agencies and the principal subdivisions thereof, for the fiscal year ending December 31, 2016.

**ORDINANCE NO. 4795**, November 9, 2015

**INTRODUCED BY** Scott Burnett, County Legislator

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following amounts are appropriated for the fiscal year ending December 31, 2016, from the funds designated below for the spending agencies receiving funds therefrom:

<b><u>APPROPRIATIONS</u></b>	<b><u>AMOUNT</u></b>
General Fund	\$86,319,909
Health Fund	27,240,114
Park Fund	16,610,114
Special Road and Bridge Fund	29,416,460
Sewer Fund	64,151
Convention and Sports Complex Fund	6,700,000
Anti-Drug Sales Tax Fund	26,511,318
Law Enforcement Training Fund	46,508
911 System Fund	2,150,000
Domestic Abuse Fund	140,798
Recorder's Technology Fund	138,531
Homeless Assistance Fund	308,698
Recorders Fees Fund	241,549
Assessment Fund	7,415,645
Collector's Maintenance Fund	949,488
County Urban Road System Fund	625,692
Public Building Corporation - Capital Projects Fund	2,533,022
Sports Complex Sales Tax Capital Projects Fund	25,800,000
Sports Complex/Park Debt Service Fund	3,377,000
Public Building Corporation-Debt Service Fund	1,939,250
Obligations to U.S. Government - Debt Service Fund	642,693
Sports Complex Sales Tax Debt Service Fund	46,527,550
Special Obligation Bonds - Debt	11,733,748
Park Enterprise Fund	7,175,407
	<u>\$304,607,645</u>



Said funds are appropriated to each agency in accordance with the 2016 "Estimated Revenues, Recommended Appropriations, and Fund Balances - Fiscal Year 2016" as set out in the County Executive's 2016 Proposed Budget for Jackson County, in the detail and for the purposes contained and set forth therein, which is submitted to and approved by the Legislative and incorporated herein.

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. 4795 introduced on November 9, 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. 4795.

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** authorizing the County Executive to execute agreements with certain organizations to provide services in connection with the 2015 Christmas in the Park event, at an aggregate cost to the County not to exceed \$38,000.00.

**RESOLUTION NO. 18986**, November 9, 2015

**INTRODUCED BY** Frank White, Jr., County Legislator

WHEREAS, the Parks + Recreation Department will sponsor its 2015 Christmas in the Park event from November 25 to December 31, 2015; and,

WHEREAS, at this event held at the Longview Lake Campground, visitors will tour by automobile lighted holiday displays erected by parks' staff; and,

WHEREAS, the costs of the event are paid out of donations collected from those viewing the displays; and,

WHEREAS, the department has traditionally used workers from various community organizations to assist the department in traffic control and collecting donations at the event; and,

WHEREAS, as compensation for supplying the staff, the department proposes to pay each participating organization a share of the total proceeds collected for the event, in an amount not to exceed \$1,000.00 per organization; and,

WHEREAS, for 2015, the department recommends contracts with the organizations listed in the attached Exhibit A; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute agreements with the organizations specified in Exhibit A, in an amount not to exceed \$1,000.00 per organization, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18986 of November 9, 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: 300 1670 56790  
ACCOUNT TITLE: Enterprise Fund  
Special Events  
Other Contractual Services  
NOT TO EXCEED: \$38,000.00

  
\_\_\_\_\_  
Date

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

**EXHIBIT A**

<b>ORGANIZATION</b>	<b>DATE</b>
AT&T Pioneers	Wednesday, November 25, 2015
Assistance League of KC	Thursday, November 26, 2015
Independence Meals on Wheels	Friday, November 27, 2015
Missouri Rehabilitation Association	Saturday, November 28, 2015
Redemptorist Center	Sunday, November 29, 2015
Hickman Mills Community Christian Church	Monday, November 30, 2015
St. Paul's Presbyterian Church	Tuesday, December 1, 2015
The Black Family Technology	Wednesday, December 2, 2015
Grandview Assistance Program	Thursday, December 3, 2015
Knights of Columbus Council 10746	Friday, December 4, 2015
Children's Emergency Fund	Saturday, December 5, 2015
Mountain of Myrrh – Single Mom	Sunday, December 6, 2015
Spofford Home	Monday, December 7, 2015
Love Fund for Children	Tuesday, December 8, 2015
Summit Art	Wednesday, December 9, 2015
Urban S.U.C.C.E.S.S.	Thursday, December 10, 2015
Hope House	Friday, December 11, 2015
Girl Scout Unit 620	Saturday, December 12, 2015
If Not For Grace	Sunday, December 13, 2015
Knights of Columbus Council 8334	Monday, December 14, 2015
Emmanuel Baptist Church	Tuesday, December 15, 2015
Canine Companions for Independence	Wednesday, December 16, 2015
Grandview Education Foundation	Thursday, December 17, 2015
Lee's Summit Social Services	Friday, December 18, 2015
Marillac	Saturday, December 19, 2015
Northwest Community Development Corp.	Sunday, December 20, 2015
ReDiscover	Monday, December 21, 2015
Shepherd's Center of Raytown	Tuesday, December 22, 2015
Longview Alumni Club	Wednesday, December 23, 2015
Lee's Summit Meals on Wheels	Thursday, December 24, 2015
Ivy Community Education Foundation	Friday, December 25, 2015
Coldwater	Saturday, December 26, 2015
Grandview Youth Court	Sunday, December 27, 2015
Lutheran High School Auxiliary	Monday, December 28, 2015
Missouri Search and Rescue	Tuesday, December 29, 2015
National Congress of Black Women, KC Chapter	Wednesday, December 30, 2015
Summit Grove Community of Christ	Thursday, December 31, 2015
St. Margaret's Council 13908	Backup – As assigned



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18986

Sponsor(s): Frank White, Jr.

Date: Nov. 9, 2015

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Requesting a resolution authorizing the County Executive to execute agreements with certain organizations to provide services in connection with the 2015 Christmas In The Park event, at a cost to the County not to exceed \$38,000.</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>\$38,000.00</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>\$38,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$38,000.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td>Enterprise Fund: 300-1670-56790</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): \$36,000.00  Prior Year Actual Amount Spent (if applicable): \$36,000.00</p>	Amount authorized by this legislation this fiscal year:	\$38,000.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$38,000.00	Amount budgeted for this item * (including transfers):	\$38,000.00	Source of funding (name of fund) and account code number; FROM / TO	Enterprise Fund: 300-1670-56790
Amount authorized by this legislation this fiscal year:	\$38,000.00										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$38,000.00										
Amount budgeted for this item * (including transfers):	\$38,000.00										
Source of funding (name of fund) and account code number; FROM / TO	Enterprise Fund: 300-1670-56790										
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 18631 10/16/14; 18285 10/21/13; 18009 10/29/12</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Dianne Kimzey, Deputy Director 503-4825</p>										
REQUEST SUMMARY	<p>Requesting a resolution authorizing the County Executive to execute agreements with certain organizations to provide services in connection with the 2015 Christmas In The Park event, at a cost to the County not to exceed \$38,000.</p> <p>Annually, Christmas In The Park accepts free will donations which are collected nightly by different, local community organizations. Participating organizations receive a share of the proceeds collected for the event not to exceed \$1,000 per organization.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Participant Agreement for the 37 Groups plus one backup group</p>										
REVIEW	<table border="1"> <tr> <td>Department Director: Michele Newman, Director of Parks + Rec</td><td>Date: 10/22/15</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date: 10/26/15</td></tr> <tr> <td>Division Manager: Mary Lou Brown</td><td>Date: 11/4/15</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director: Michele Newman, Director of Parks + Rec	Date: 10/22/15	Finance (Budget Approval): If applicable	Date: 10/26/15	Division Manager: Mary Lou Brown	Date: 11/4/15	County Counselor's Office:	Date:		
Department Director: Michele Newman, Director of Parks + Rec	Date: 10/22/15										
Finance (Budget Approval): If applicable	Date: 10/26/15										
Division Manager: Mary Lou Brown	Date: 11/4/15										
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 # 18986

Budgeting

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

**A RESOLUTION** authorizing the County Executive to execute a Memorandum of Understanding with the Communications Workers of America, Local 6360, regarding the terms and conditions of the employment of members of its bargaining unit.

**RESOLUTION NO. 18987**, November 9, 2015

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, by Resolution 18481, dated April 10, 2014, the Legislature did authorize the execution of a Recognition Agreement with the Communications Workers of America, Local 6360 (CWA) regarding exclusive bargaining representation of certain employees within the Jackson County Sheriff's Office in the position of dispatcher (Communications Specialist); and,

WHEREAS, the County and the CWA, have recently concluded the negotiation of a Memorandum of Understanding (MOU) regarding the terms and conditions of these employees; and,

WHEREAS, the proposed MOU will be effective for a three year term; and,

WHEREAS, the attached Memorandum of Understanding reflects the entire agreement and understanding of the parties; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Memorandum of Understanding with the Communications Workers of America, Local 6360.

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. 18987 of November 9, 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

Memorandum of Understanding  
Between  
Communications Workers of America,  
AFL-CIO  
and  
Jackson County, Missouri

(DATES)





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## PREAMBLE

Section 1. It is the purpose of this Memorandum of Understanding to maintain a harmonious relationship between the County and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other conditions of employment.

Section 2. The County and the Union recognize that it is in the best interest of both parties, the Bargaining Unit Members and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the County and the Union and their respective representatives at all levels will apply the terms of this Memorandum of Understanding fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all Members of the Bargaining Unit, including new hires, being their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to the purpose.

## ARTICLE 1 – UNION RECOGNITION

Section 1. This Memorandum of Understanding is entered into pursuant to Resolution of the Jackson County Legislature 18481 and Recognition Case R2014-011 of the Missouri State Board of Mediation, between Jackson County, Missouri, hereinafter referred to as “Employer,” “County,” or “Office,” and the Communications Workers of America, AFL-CIO, Local No. 6360, hereinafter referred to as “Union.”

Section 2. The County hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of work, and other conditions of employment for Bargaining Unit Members employed by the County specifically in the following job classifications: Communications Specialist and Communications Specialist II.

Section 3. The parties agree that there shall be no discrimination in employment or compensation practices against any Bargaining Unit Member because of race, creed, color, religion, national origin or ancestry, gender, age, disability, pregnancy status, sexual orientation, gender identity, marital status, familial status, veteran status, political activity or lack thereof, union membership or non-membership, or membership in any other protected class recognized under federal or Missouri law. The County and the Union agree that the provisions of this Memorandum of Understanding shall apply to Bargaining Unit Members without discrimination.

Section 4. The County shall advise the Union of any new job classification created within the Sheriff’s Office that are not reserved for sworn law enforcement personnel and to provide the Union with a copy of any revision to the Sheriff’s Office’s pay schedules. The parties shall meet and confer for the purpose of determining whether any such new job classification is appropriate for inclusion in the Bargaining Unit and, if so determined, to further meet and confer for the purpose of reaching Memorandum of Understanding on rates of pay, hours of work, and other conditions of employment regarding the new classification(s).

Section 5. The Sheriff’s Office will introduce new hires within the Bargaining Unit to a Union Representative within the first fourteen (14) days of employment.

Section 6. If the Sheriff’s Office should choose to utilize part-time employees within the Bargaining Unit, the County agrees that it will meet and confer with the Union for the purpose of reaching a Memorandum of Understanding on appropriate rates of pay, hours of work, and other conditions of employment of any such part-time Bargaining Unit Members.

## **ARTICLE 2 – UNION REPRESENTATION**

**Section 1.**     **Union Representatives.** From among the Bargaining Unit Members, the Union may designate and the Sheriff's Office shall recognize not more than four (4) representatives, not more than two (2) on the same shift, to serve as the Union's agents in the representation of Bargaining Unit Members. The Sheriff's Office shall not be required to recognize any Employee as a representative unless the Union has notified the Office in writing regarding the Employee's name and representative designation.

**Section 2.**     **Time Off from Duty for Union Business.** Union Representatives will be allowed time off from duty to conduct Union business, which may include preparation for labor negotiations with the County, attendance at labor negotiations with the County, attendance at scheduled meetings with County representatives to discuss labor issues, attendance at Union training sessions, conducting new Bargaining Unit Member Orientation, attendance at grievance proceedings, and attendance at meetings held in the course of formal disciplinary proceedings. Any request for leave to conduct Union business shall be made through Sheriff's Office channels at least five (5) days in advance. Exceptions to this five-day notice requirement will be considered by the Sheriff's Office for Union business that is of a non-routine, emergency nature that could not reasonably have been foreseen or scheduled five days in advance. Neither the Union nor its representatives will abuse leave sought pursuant to this section, and the Sheriff's Office will not unreasonably deny proper requests. Leave granted for Union business pursuant to this section will be unpaid leave, for which an Employee may use accrued vacation, compensatory time, or floating holiday, unless the requested leave falls within the paid leave provisions of Section 3 below.

**Section 3.**     **Paid Leave for Union Business.** The County will grant paid leave to one (1) Union Representative to attend meetings with Sheriff's Office management personnel held in the course of formal disciplinary proceedings and grievance meetings. The County will grant paid leave to two (2) Union Representatives to attend labor negotiations with the County. All paid leave granted pursuant to this section will be at the straight time rate and will count as hours working in the computation of overtime.

### ARTICLE 3 – MANAGEMENT RIGHTS

Unless otherwise specifically provided in this Memorandum of Understanding, the County, through the Sheriff and in accordance with state law and the County's charter and code, possesses the sole right to operate and manage the Sheriff's Office. Subject to all other terms of this Memorandum of Understanding, the County and the Sheriff possess and retain the right to:

- A. Determine the mission of the Sheriff's Office;
- B. Direct the work force;
- C. Hire, assign, promote, transfer, or lay off of Bargaining Unit Members;
- D. Determine the methods, means, number of job classifications, job duties, equipment, and supplies needed to carry out the mission of the Sheriff's Office;
- E. Discipline, demote, or discharge for just cause;
- F. Establish or change existing methods, procedures, policies, orders or facilities;
- G. Take whatever other actions may, in its judgment, be necessary to carry out the mission of the Sheriff's Office.

It is the intent of the County and the Sheriff to meet and confer with the Union regarding matters which affect Bargaining Unit Members in accordance with the Missouri Constitution, state law, and the Jackson County Charter.

### ARTICLE 4 – PROBATIONARY EMPLOYEES

New Employees shall be considered probationary Employees for the first six (6) months of their employment, unless the shorter promotion probationary period applies under the County's Personnel Rules. Upon completion of the probationary period, the Employee's seniority date will be measured from his or her date of hire as provided by Article 5, Seniority.

## ARTICLE 5 – UNION SECURITY

Section 1.     **Union Dues.** Union dues shall be deducted by the Employer bi-weekly from the paycheck of each Employee who voluntarily signs and remits to the Employer an authorization form approved by the Union and the Employer, a copy of which is attached hereto as Appendix A. The written authorization will stay in effect until the Bargaining Unit Member gives written notice to both the Union and the County of the termination of the authorization, which shall take effect no earlier than thirty (30) days from the date of said notice. The Union shall provide the County with written notice of any dues increase and the County will be afforded thirty (30) days lead time from the date of such written notice before it is obligated to deduct remit said increased dues. The Union agrees to submit for each Union Member a check-off form, which recites the provisions of this section.

Section 2.     **Service/Representation Fee Calculation.** For so long as the Union maintains majority status, any Bargaining Unit Member who does not elect to pay Union dues pursuant to Section 1 of this Article, shall be liable to pay a service/representation fee. The service and representation fee shall be a percentage of the amount paid by Union Members for Union dues, based upon the amount reasonably calculated by the Union as appropriate for the performance of service and representation, but shall not include amounts utilized to finance the Union's political and fraternal activities unrelated to collective bargaining or contract administration. The Union shall notify the Employer of this fee calculation on or about February 1 of each year under this Memorandum of Understanding. The Employer shall deduct the amount as determined by the Union the first full pay period in March and that amount will remain in effect for one year. The service and representation fee will be deducted from the salaries of those **applicable** Bargaining Unit Members **as a condition of employment**.

Section 3.     **Indemnification.** The Union agrees that it will indemnify and hold the Employer harmless from all suits, actions, claims, and/or proceedings, including the defense thereof, brought by a Bargaining Unit Member arising out of any deductions from wages made by the Employer pursuant to this article. This indemnification shall not include payment for the Employer's legal representation. However, if requested, the Union shall provide its legal counsel to the Employer or its agents, at no cost, to defend them in any such suit, action, claim, and/or proceeding arising out of the deductions made pursuant to this article.

Section 4.     **Deductions.** The Employer shall deduct the Union dues and service and representation fee, whichever is applicable, bi-weekly from the paycheck of each Employee who so requests and shall remit the appropriate amounts so deducted to the Union treasurer promptly, but no later than ten (10) days after the Employer receives said funds. The Employer shall also provide to the Union a list of the names of individuals authorizing dues. Dues deduction authorizations shall be irrevocable for one (1) year or the expiration of this

Memorandum of Understanding, whichever comes first. After the period of one (1) year, and prior to the expiration of the Memorandum of Understanding, Employees may revoke their dues authorization by giving written notice, with a copy to both the Union and the County, during the period beginning fifteen (15) calendar days prior to each anniversary date of the current Memorandum of Understanding. **These periods are Month XX through Month XX, 2016; Month XX through Month XX, 2017; and Month XX through Month XX, 2018.**

Section 5.     **Dues During Leaves of Absence.** When a Bargaining Unit Member is granted an unpaid leave of absence, any authorization for deduction of dues or a service and representation fee shall be automatically suspended effective at the beginning of the next full pay period following the commencement of the leave. The authorization shall become effective again commencing at the beginning of the next full pay period following the Member's return to paid status.

Section 6.     **Reports to Union.** The County agrees to furnish the Union, on a monthly basis, and in a format agreeable to the Union, a report containing the following information about each Employee that has filed a dues deduction authorization or subject to service and representation fee deduction: name, mailing address, job classification, hourly rate, dues deduction amount, period of dues collection, date of entry into County employment, and date of entry into the Bargaining Unit. The County will provide an explanation if no dues were collected in any month. The County will also provide the name, address, and telephone number of the County employee who is the best contact person for information regarding the remittance. The Union assumes all liability in the use of this information and agrees to indemnify the County in the event a claim is made against the County arising out of the use of this information.

## ARTICLE 6 – SENIORITY

Section 1.     **General.** Seniority shall be based on continuous length of service in the Communications Specialist classifications without a break or interruption, provided that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or budgetary layoff for ninety (90) calendar days or less, shall not constitute a break or interruption of service within the meaning of this section. Seniority will commence from the date a Bargaining Unit Member enters the classification. When two or more Bargaining Unit Members in the same classification was appointed on the same date, their seniority standing shall be by date of hire by the County; if date of hire is the same, then seniority shall be determined by a lottery established by the County and conducted by the County with a Union Representative present. Seniority as determined by this section shall govern shift and vacation bidding.

Section 2.     **Budgetary Layoff.** In the event of a budgetary layoff, seniority will be considered only if qualifications needed for the work to be assigned, performance evaluations and work records are equal as determined by the Sheriff. Any claim that a decision made by the Sheriff was arbitrary, capricious or discriminatory shall be subject to the grievance procedure. Laid off Bargaining Unit Members will be recalled to duty in reverse order of their layoffs, provided that any recalled Employee must meet the job's current qualifications. The recall list shall remain in effect one year from layoff.

Section 3.     **Roster.** A roster of Bargaining Unit Members arranged in order of seniority by classification and a roster of Employees arranged in order of total service with the Sheriff's Office shall be maintained and made available for examination by Bargaining Unit Members with a copy provided to the Union (Local 6360) within thirty (30) days of any changes. The roster shall be revised and updated at the end of each year and a copy of the same shall be transmitted to the Union.

Section 4.     **Accrual of Benefits.** For purposes of determining the amount or length of any benefit to which an Employee is entitled, the County's Personnel Rules and Jackson County Code shall be used for determining length of service.



Section 5.      **Bidding for Shift Assignments.** On or before October 1 of each year, the Sheriff's Office shall post a listing of positions and shift assignments that are available within the Bargaining Unit. Bargaining Unit Members may bid on available positions and shift assignments beginning on October 1 and ending on October 15 of each year. The Sheriff's Office will post the results of the shift bidding process on or before October 25 of each year, which shall include a final schedule showing both shift and regular days off for each Member of the Bargaining Unit. The final schedule shall become effective on the first day of the first full pay period in the next calendar year.

## ARTICLE 7 – DISCIPLINE

Section 1.      **Just Cause.** No Bargaining Unit Member shall be suspended, demoted, discharged, or otherwise disciplined except for just cause.

Section 2.      **Written Notice.** Subject to the provisions of Section 3 below, the Sheriff's Office shall give Bargaining Unit Member and the appropriate Union Representative (as determined by the Union and identified in writing to the County) at least five (5) days advanced written notice prior to the effective date of any suspension, demotion, or discharge.

Section 3.      **Immediate Removal.** Nothing in this Article shall prevent the Sheriff's Office from immediately removing a Bargaining Unit Member, from the workplace and/or assignment (with or without pay), pending final disposition of the matter pursuant to this Memorandum of Understanding and the County Code and Personnel Rules.

Section 4.      **Subject to Grievance Procedure.** The question of whether just cause exists for any disciplinary action shall be subject to the provisions of Article 14, of this Memorandum of Understanding relating to Grievance and Arbitration procedures.

## ARTICLE 8 – JOB CLASSIFICATION

The County shall have full discretion to establish, modify, abolish, or redefine job classifications, in accordance with the County Personnel Policies and Procedures. The County shall also set and define job descriptions and job requirements for job classifications. The Union shall be notified, in writing, any changes in these descriptions or requirements at least sixty (60) days prior to the effective date of any change, and afforded an opportunity to meet and confer with the County regarding any changes. Any change in a Bargaining Unit Member's job classification shall not result in a loss of pay for the affected Employee(s).

## ARTICLE 9 – LEGAL REPRESENTATION

**Civil Action.** As determined by the County Counselor pursuant to Chapter 16 of the County Code, the County agrees to provide, at its expense and selection, legal counsel to all Bargaining Unit Members in connection with any civil action brought against them arising out of the performance of their duties.

## ARTICLE 10 – VACATIONS

Section 1.     **General.** All Bargaining Unit Members shall receive vacation leave credit for time actually worked, including the initial probationary period.

Section 2.     **Schedule of Vacation Accrual.** Full-time Bargaining Unit Members accrue annual vacation leave credit in accordance with the following schedule:

Less than sixty (60) months	80 Hours
Sixty (60 to one hundred twenty (120) months	120 Hours
One hundred twenty (120) to one hundred eighty (180) months	160 Hours
One hundred eighty (180) months and over	200 Hours

Section 3.     **Accumulation of Vacation Leave.**

- A. Bargaining Unit Members may accumulate vacation leave credit in an amount equal to one-and-one half (1-1/2) times the annual credit, up to a maximum of two hundred forty (240) hours.
- B. No vacation leave accrual in excess of the amounts prescribed in the above paragraphs will be allowed.
- C. Bargaining Unit Members will be allowed to use vacation leave prior to any other leave to avoid truncated losses of vacation leave.

Section 4.      **Vacation Scheduling.**

- A.      Normally, vacations will be scheduled at least thirty (30) days in advance. However, Employees will be allowed to utilize vacation for unanticipated emergency situations, manpower permitting. Once a vacation is scheduled and approved, it is the Employer's responsibility to cover the shift of the Employee who will be on vacation. However, the Employer shall maintain the right to cancel scheduled vacations in emergency conditions that require the Employee's attendance at work in accordance with the mission of the Sheriff's Office.
- B.      Vacation leave may not be taken by a Bargaining Unit Member until the Member has worked six (6) months.
- C.      A Bargaining Unit Member shall not be charged with leave for an observed holiday occurring during their scheduled vacation.
- D.      If a Bargaining Unit Member transfers from one division to another within the Sheriff's Office, their scheduled vacation shall not be altered because of such transfer.

**ARTICLE 11 – BULLETIN BOARD**

The Department shall furnish space for a Union bulletin board at the work site. Only an authorized Union Representative may post or remove Union notices from the Union bulletin board.

## ARTICLE 12 – LEAVES OF ABSENCE

Section 1.      **Family and Medical Leave Act (FMLA).** The County shall comply with the Family and Medical Leave Act (FMLA). Employees shall be entitled to take leave with pay in conjunction with FMLA in accordance with the County's Personnel Policies and Procedures.

Section 2.      **Bereavement Leave.** In the case of death within the immediate family (as defined as spouse, domestic partner, child, step children, adopted children, parent, parent in-law, step parent, sister, half-sister, step sister, sister in-law, son in-law, grandparent, grandchildren, and any other person that resides with the employee or for whom the Bargaining Unit Member is the primary care taker or has durable power of attorney. Such Employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the Bargaining Unit Member's accumulated sick or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that, if the services are to be conducted outside of a four hundred (400) mile radius, such Bargaining Unit Member may, be entitled to remain absent from duty with pay in order to attend such services for a period not exceeding five (5) working days. A Bargaining Unit Member will be allowed to use vacation leave for any other deaths the Member desires to observe, subject to the scheduling needs of the Sheriff's Office.

Section 3.      **Extended Medical Leave.** When all sick leave and vacation benefits are exhausted by a Bargaining Unit Member, leave time shall convert to leave-without-pay status for the remainder of the approved leave of absence. In order to maintain a position in the Department while on extended medical leave, such Bargaining Unit Member must present a statement from a physician, dentist or health care provider to the Sheriff, through the chain of command, certifying the Bargaining Unit Member is unable to perform job duties. Such a statement shall be updated as the Sheriff deems necessary.

Extended medical leave beyond that required by the FMLA may be granted at the sole discretion of the Sheriff pursuant to the County's Personnel Policies. Failure on the part of the Bargaining Unit Member to report at the end of this extended leave period shall be considered as a resignation.

Section 4.     **Injury Leave.**

1.       Medical Treatment: It is the purpose of this section to recognize that the County is responsible for those medical services that represent medical practices intended to restore the Member to the same or as close as possible to their same physical and/or mental condition that existed prior to a job-connected injury. If medical treatment is required due to the on the job injury, it shall be authorized by the County's designated workers' compensation physician. All visits shall be compensated at the Bargaining Unit Member's appropriate rate of pay.

2.       Worker's Compensation: A Bargaining Unit Member will be granted leave for any absence from the workplace due to an injury which occurred while the Member was performing his/her job and such leave shall not be deducted from the Bargaining Unit Member's accrued leave. During this period, the Bargaining Unit Member will be paid pursuant to the appropriate State Worker's Compensation Law. In the event the injury requires the Bargaining Unit Member to be absent beyond what the State Worker's Compensation Law pays, the Bargaining Unit Member may use any accrued leave time.

Section 5.     **Leave of Absence Without Pay.** A Bargaining Unit Member on vacation or sick leave status must request a leave of absence without pay prior to exhausting all paid leave. The Sheriff is authorized to grant an unpaid leave of absence not to exceed one hundred eighty (180) days. The County Executive may grand a Bargaining Unit Member a leave of absence without pay upon written request. Failure on the part of the Employee to report to work at the end of an approved leave without pay may be considered a resignation.

Section 6.     **Jury Duty Leave.** A Bargaining Unit Member will receive leave with pay for their regularly scheduled hours when required to serve on a jury. The Bargaining Unit Member must provide notice of required jury duty to their supervisor, as soon as practicable. If released early from jury duty, the Bargaining Unit Member is required to report back to work. Standard compensation by the Court for such jury duty will be deducted from the Employee's next paycheck. The Bargaining Unit Member may retain any allowance for parking, mileage, or meal expenses provided by the Court. No Bargaining Unit Member shall be required to work a shift that starts on a calendar day on which a Member performed jury duty, nor shall a Bargaining Unit Member be required to work a shift that ends on the same calendar day on which the Member is scheduled to perform jury duty.

Section 7.     **Floating Holiday.** Each Bargaining Unit Member who has completed his or her probationary period shall be entitled to one floating holiday, not to exceed eight (8) hours, per calendar year, to be taken on a day selected by the Member. The Member must obtain prior approval from his or her supervisor before taking the holiday, which will be liberally granted so long as efficiency of the Department can be maintained. A floating holiday not used during the calendar year is lost. The full eight (8) hours of the floating holiday must be taken at one time. A Member has no right to separation payout of an unused floating holiday.

## ARTICLE 13 – HOURS OF WORK

Section 1.     **General.** The regular workweek shall begin at 12:01 a.m. on Saturday and end on the following Friday at midnight. The County will agree to pay all Bargaining Unit Members every two (2) weeks.

The standard work day for all Bargaining Unit Members shall be a twelve (12) hour shift, except that two (2) days in each two (2) week pay period shall be a four (4) hour shift, constituting a total of eighty (80) hours every two (2) weeks for regular hours of work. The regular work period for purposes of calculating overtime for Bargaining Unit Members shall be eighty (80) hours every two (2) weeks corresponding with the pay periods rather than a weekly calculation.

For all assignments, the County and the Sheriff retain the right to change the work day or work week and change the above work schedules. The Sheriff agrees to meet and confer with the Union prior to making a permanent change to the above work schedule to include implementation of rotating shifts, except that conferring with the Union shall not be required regarding any change in work schedules in response to a bona fide emergency, as determined by the Sheriff. The Union shall meet and confer within fourteen (14) days of a request. The Sheriff's determination that a situation constitutes a bona fide emergency shall be subject to the grievance procedure.

Section 2.     **Overtime.** Except as necessary to meet minimum staffing requirement and as necessary to address bona fide emergencies as determined by the Sheriff, no Bargaining Unit Member shall be compelled to work more than two (2) hours of overtime beyond their normal work tour in any work day. Any Bargaining Unit Member called in to cover mandatory overtime on their scheduled day off shall not be required to work more than twelve (12) hours on that day. The Sheriff's determination that a situation constitutes a bona fide emergency shall be subject to the grievance procedure set out in Article 14 of this Memorandum of Understanding. If, at any time during the pendency of this Memorandum of Understanding, the Union reaches

a conclusion that the Employer's utilization of overtime has become excessive, the parties agree to meet and confer for the purpose of reaching a solution to the overtime issue.

**Section 3. Meal Periods and Breaks.** Bargaining Unit Members shall be entitled to one paid half hour meal break during each twelve-hour shift. Meal periods will not be taken during the first or last hour of work. A Bargaining Unit Member will be subject to calls during the meal period, provided meals are allowed in the dispatch center or in an area immediately adjacent to the dispatch center. Each Bargaining Unit Member shall be entitled to two (2) paid fifteen (15) minute breaks during each twelve-hour shift and one paid fifteen (15) minute break during each four-hour shift. Bargaining Unit Members shall not be allowed to accumulate break time from one shift to the next.

**Section 4. Holidays.** The following days will be observed as legal holidays. Whenever one of the designated holidays falls on Sunday, the following Monday shall be observed as the holiday. Whenever such holiday falls on Saturday the proceeding Friday shall be observed as the holiday.

New Year's Day	Labor Day
Marin Luther King's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Truman's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Depending on where Christmas Day falls on the calendar, the County may substitute either the day before or the day after Christmas for Presidents' Day as a paid holiday. This determination will be made no later than December 31 of the preceding calendar year. If Bargaining Unit Members are required to work on a holiday, or a day observed as a holiday, they shall be paid at the overtime rate for all hours actually worked on a holiday or observed holiday (holiday premium pay). Bargaining Unit Members, who work on a holiday, shall also receive holiday time equal to their regular hours of work in addition to any holiday premium pay for all hours worked on a holiday (total rate of pay at 2 and ½ times regular rate of pay for scheduled work shifts on holidays). Any additional time worked on a holiday will be paid at time and one half for a scheduled shift or at time and one half for a called out Bargaining Unit Member if applicable. Any Bargaining Unit Member taking sick leave the day prior or day after a scheduled for shift that falls on a holiday shall not be eligible for the holiday premium pay.

For Bargaining Unit Members not required to work on a holiday, the Employee will be provided eight (8) hours of pay based on the Employee's actual rate of pay as holiday pay. This holiday pay shall not count as hours worked for purposes of computing overtime. Bargaining Unit Members shall not receive holiday pay while on leaves of absence without pay.

In addition to the above holidays, Bargaining Unit Members who have six (6) months of employment shall receive one (1) floating holiday per calendar year. Each floating holiday shall be compensated at the Bargaining Unit Member's rate of pay for their assigned shift hours, not to exceed eight (8) hours. Any Bargaining Unit Member may also take four (4) hours vacation in connection with a floating holiday so as to avoid any loss of actual pay for the pay period.

Section 5.     **Sick Leave.** Sick leave may be accumulated, without limitation, at the rate of 96 hours per year. Pursuant to the County Personnel Rules, sick leave may be used for the following:

- Illness of Bargaining Unit Member
- Illness of Family Member
- Health Care Provider Appointment of Bargaining Unit or Family Member

A Bargaining Unit Member will notify the on-duty Supervisor at least one hour prior to the beginning of their work shift that they wish to use sick leave, unless for a good reason such notice cannot be given. Sick leave usage for known medical appointments should be scheduled with, and approved by the Supervisor at least three days in advance of the leave if at all possible. Requests for sick leave usage to attend physician's appointments will not be unreasonably denied.

In accordance with the County's Personnel Rules, the Sheriff's Office may in its discretion require any Bargaining Unit Member to furnish to his or her Supervisor a medical form from a duly licensed physician, dentist, or health provider.



**Section 6.**      **Sick Leave During Vacation.** A Bargaining Unit Member may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use of sick leave credit would be warranted if the Bargaining Unit Member were not on vacation leave. In addition, the Employer may require that a medical form from a duly licensed physician, dentist, or health care provider is furnished. Such form shall state that the Bargaining Unit Member was incapacitated to a degree which would have prevented performance of normal duties.

**Section 7.**      **Retirement or Separation.** Upon separation from County employment, a Bargaining Unit Member is entitled to sick leave payout as follows:

<u>Full Years of Service</u>	<u>Percentage of Unused Sick Leave</u>
1 Year	5%
2 Years	10%
3 Years	15%
4 Years	20%
5 Years or more	25%

There shall be no limitation on the amount of sick leave credit which a Bargaining Unit Member may accumulate.

#### **ARTICLE 14 – GRIEVANCE/ARBITRATION PROCEDURE**

For the purposes of this Article, a grievance is defined as all disciplinary matters and all matters related to the interpretation and application of this Memorandum of Understanding submitted by an affected grievant, Bargaining Unit Member and/or on behalf of the Communications Workers of America. As outlined below, all disciplinary matters involving termination, suspensions of more than four days and demotion shall be subject to arbitration. Any Bargaining Unit Member may file a grievance, but the Union will retain ultimate authority to determine whether eligible grievances are processed to arbitration. If a grievance affects more than one Member of the Bargaining Unit, the Union may file a grievance on behalf of all affected Members of the Bargaining Unit.

The parties shall make sincere and determined efforts to settle meritorious grievances as the voluntary steps of the grievance procedure and to keep the procedure free from non-meritorious grievances.

**Section 1.      Grievance Procedure.**

Step 1.            The matter shall first be taken up orally between the Bargaining Unit Member involved and Supervisor involved. A Union Representative may be present during any step of the grievance procedure.

Step 2.            If the grievance is not adjusted orally, it must be submitted in writing to the Bargaining Unit Member's division commander within twenty-one (21) calendar days after the occurrence giving rise to the grievance or after becoming known or it shall be considered as closed. The division commander shall reply in writing within twenty-one (21) calendar days.

Step 3.            In case the matter cannot be settled under Step 2, the matter will then be considered by a Union Representative and the appropriate Undersheriff or his designee. Requests for consideration by the Undersheriff must be submitted in writing within twenty-one (21) calendar days of the decision in Step 2, or the grievance shall be closed. The Undersheriff's decision shall be made in writing within fifteen (15) calendar days after submission, or the grievant shall prevail.

Step 4.            In the case the matter cannot be settled under Step 3 or in matters of termination, the matter will then be considered by the Sheriff. Requests for consideration by the Sheriff must be in writing within twenty-one (21) calendar days of the decision of the Undersheriff or the grievance shall be closed. The Sheriff's decision shall be made in writing within fifteen (15) calendar days after submission to him/her, or the grievant shall prevail.

Step 5.            In the event a satisfactory solution cannot be reached between the parties through the procedure set forth above for discipline cases, the Union may request arbitration or a Merit System Commission hearing as provided below:

(a)            In disciplinary matters where the discipline imposed is a suspension of four (4) or less, the Bargaining Unit Member's only administrative remedy will be to seek a hearing before the Merit System Commission, provided that the option of proceeding before the Merit System Commission was preserved by the Bargaining Unit Member's filing of a notice of appeal with the Commission, as provided in County Personnel Rules, 15.8, after the Member receives notice of the discipline taken as provided in this Memorandum of Understanding.

(b) In disciplinary cases involving suspension of five (5) days or more and/or termination, the grievant shall have the option of selecting arbitration or a hearing before the Merit System Commission, but not both, and provided that the option of proceeding before the Merit System Commission was preserved by the Bargaining Unit Member's filing of a notice of appeal with the Commission, as provided in County Personnel Rules, 15.8, after the Member receives notice of the discipline taken as provided in this Memorandum of Understanding. Should the Bargaining Unit Member elect arbitration, the Bargaining Unit Member will agree to withdrawal his or her Merit System Commission appeal. Disciplinary grievances involving suspensions of five (5) days or more and/or termination in which the grievant chooses to proceed to arbitration shall be processed in arbitration as outlined below:

- (1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within thirty (30) calendar days following the decision of Step 4 above. The notice shall set forth the articles or sections of this Memorandum, which are claimed to require modification or referral of the decision previously made. If notice of intent to arbitrate is not delivered within thirty (30) calendar days, the grievance shall be deemed closed.
- (2) Within twenty-one (21) calendar days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the American Arbitration Association (AAA) and the parties will alternately and independently strike arbitrators from a list with the last remaining arbitrator being selected. If the party upon whom a properly executed AAA request is served fails to execute and send such request within twenty-one (21) calendar days of service thereof, then the grievance shall be found in favor of the other party.
- (3) A Bargaining Unit Member shall not be paid for the time spent in attending arbitration proceedings other than as a witness.
- (4) The jurisdiction and authority of the arbitrator shall be governed by the following:
  - (a) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him or her to act effectively. The arbitrator shall observe the rules of evidence.
  - (b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.

- (c) In the resolution of disputes between the parties of this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented to him by the parties in the presence of each other.
  - (d) The arbitrator shall have no authority to substitute his or her judgment for that of the management of the County or Sheriff's Office, nor shall he or she have authority to usurp, detract from, modify, or exercise any management right of the County or Sheriff's Office.
  - (e) The arbitrator shall have the discretion to rescind or decrease the discipline imposed, if the evidence so warrants.
- (5) The cost of the arbitrator shall be shared equally by the County of the Union.
  - (6) Decisions of the arbitrator are subject to review by the Sheriff, who may modify the arbitrator's decision when the Sheriff believes the findings of fact and decision of the arbitrator are clearly contrary to the overwhelming weight of the evidence viewed in its entirety. Any ruling by the Sheriff to modify a decision of an arbitrator must be submitted to the parties, in writing, within fifteen (15) calendar days of the arbitrator's decision and must specify the facts and evidence which support such modification. The final written decision of the Sheriff shall be subject to judicial review in the 16<sup>th</sup> Circuit Court of Missouri if filed by the Union within thirty (30) calendar days of the Sheriff's final decision. The court shall have the authority to overturn the Sheriff's decision if it is not supported by the evidence. If the Sheriff fails to issue such a written decision, the decision of the arbitrator shall be final and binding.
  - (7) Either party shall have the right to file an action in the 16<sup>th</sup> Judicial Circuit Court of Jackson County to set aside an arbitration award in accordance with applicable law.

Section 2.     **Time Limits.** The time limits set forth in this Article are binding, unless waived by mutual Memorandum of Understanding of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure by the Sheriff to respond within the time limits set forth above shall result in the grievance moving to the next step. Failure of the Union or Bargaining Unit Member to comply with the time limits or procedure set forth herein shall result in the grievance being closed.

## **ARTICLE 15 – RETIREMENT**

The parties recognize that the Employer has a County-funded pension plan for County employees. The Employer will continue to properly fund this plan according to the terms thereof. Employees covered under this Memorandum are included within the provisions of the plan and shall be provided a copy of the plan. The Employer shall not terminate its pension plan unless it notifies the Union at least 90 days prior to such termination, and meets and discusses with the Union before making any final changes. In the event that changes to the Employer's pension plan are officially proposed by the Employer, the parties agree to meet and confer regarding the effects of any such proposed changes.

A Bargaining Unit Member, who sustains an injury during the performance of his/her work duties, which renders the Bargaining Unit Member unable to perform the essential job functions, vested Bargained Unit Members in the County's pension plan shall qualify for an unreduced pension based on the present formula, or as otherwise provided by the County.

The County Executive and Sheriff agree to request the Pension Board explore extending disability retirement to non-vested, non-probationary Bargaining Unit Members injured while performing their work duties.

## ARTICLE 16 – OVERTIME PAYMENT

Section 1.     **Minimum.** Any Bargaining Unit Member who is called back to duty outside his or her regular scheduled working hours will receive a minimum of four (4) hours pay at the Bargaining Unit Member's appropriate rate of pay, or pay for one and one half (1 ½) times the hours actually worked, whichever is greater. This shall include court time. However, if the Bargaining Unit Member is called in less than four (4) hours immediately prior to and connected to the start of his or her regular shift, the Bargaining Unit Member shall be entitled only to pay equal to time and one half for hours actually worked prior to the start of the scheduled shift.

Section 2.     **Comp Time.** With approval of the Sheriff and at a Bargaining Unit Member's request, a Bargaining Unit Member may accumulate compensatory time in lieu of overtime with a credit up to a maximum of ninety (90) hours. Holiday leave, approved vacation, and approved compensatory time shall count as hours worked for the purpose of computing overtime hours. Job related illness or injury leave, funeral leave, and sick leave shall not count as hours worked for the purposes of computing overtime.

## ARTICLE 17 – SAVINGS CLAUSE

The parties intend for this Memorandum to be consistent with applicable state and federal law and the County Charter and is not intended to supersede any such laws. The parties agree this Memorandum shall be enforceable upon adoption, ratification and signature by all necessary parties. If any provision of this Memorandum is subsequently declared, by a court of competent jurisdiction, to be in violation of a state or federal law, or the County Charter or subsequently enacted state or federal legislation or the County Charter as amended by the voters of Jackson County, such provision will be invalid and unenforceable. All other provisions of this Memorandum will remain in full force and effect. With regard to any stricken provision, the parties will promptly meet and attempt to negotiate a replacement provision.

## **ARTICLE 18 – COMPENSATION**

With the adoption of this MOU, all Members of the Bargaining Unit who have completed their probationary period and who received a rating of at least “meets expectations” on their most current employee evaluation shall be advanced to the new title of “Communications Specialist II” and shall receive a 3% salary increase retroactive to January 1, 2015, to be paid within thirty (30) days from ratification. This retroactive increase shall also apply to overtime and any other premium payments. Any Bargaining Unit Member who has not yet completed his or her probationary period at the time of the adoption of this MOU shall be advanced to the “Communications Specialist II” title upon satisfactory completion of the probationary period and shall receive a 3% non-retroactive salary increase at that time.

## **ARTICLE 19 – AFFECTED BENEFITS**

All applicable provisions of the Jackson County Personnel Rules continue to apply to Bargaining Unit Members and other benefits which are offered to all County Employees shall be offered to Bargaining Unit Members. In addition, any and all benefits provided under this Memorandum of Understanding to a spouse or as a spousal benefit shall also be provided to domestic partners, as defined in Section 902.17 of the Jackson County Code, irrespective of gender.

In the event that the County wishes to modify existing Personnel Rules, it shall notify the Union at least sixty (60) days in advance. Upon request from the Union, the parties shall meet to discuss such proposed changes. In the event that, after sixty (60) days, the parties have not agreed on the proposed changes, the County may implement such changes, subject to the Union’s right to challenge the changes under the grievance procedure as outlined in this Memorandum of Understanding.

## ARTICLE 20 – SAFETY AND HEALTH

Section 1.     **Adherence to Safety Rules.** In order to have a safe place to work, the County agrees to comply with all laws and ordinances applicable to its operations concerning safety of the Bargaining Unit Members covered by this Memorandum of Understanding. The Union and all Bargaining Unit Members shall comply with all safety rules and regulations established by the County during hours of their employment.

Section 2.     **Unsafe Working Conditions.** If a Bargaining Unit Member has justifiable reason to believe this his or her safety and health is in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the Bargaining Unit Member shall inform his or her immediate Supervisor who shall have the responsibility to determine what action should be taken.

## ARTICLE 21 – DURATION

Section 1.     **Term of the Memorandum of Understanding.** This Memorandum of Understanding shall become effective upon its execution, and shall remain in full force and effect for three (3) years. It shall be automatically renewed thereafter and remain in effect from year to year, unless either party notifies the other, in writing, prior to the expiration date, of a desire to modify the Memorandum of Understanding.

Section 2.     **Wage Re-Opener.** The Union shall have the right to re-open this Memorandum of Understanding for purposes of meeting and conferring regarding wages by providing written notice to the County of its intent to do so on or before August 1 of any year under this Memorandum of Understanding.



Payroll Deduction Authorization  
For Union Dues

(Last Name)	(First Name)	(Middle Initial)
(Street Address)	(City)	(State) (Zip)
(Soc. Sec. #)	(Phone Number)	(Job Title)

Authorization for Payroll Deductions  
of Union Dues Payable to  
Communications Workers of America

I hereby authorize the County of Jackson, Missouri to deduct from my pay each month beginning in the month of \_\_\_\_\_, 20\_\_, regular monthly Union Dues and one initiation Fee in the amount certified by the Secretary-Treasurer of the Communications Workers of America. I further authorize the County of Jackson, Missouri to forward all sums deducted to the Secretary-Treasurer of the Communications Workers of America.

If after all other authorized or required deductions and my pay is insufficient to permit the deduction of said Dues from my pay, it is understood that said Dues will be deducted from my pay in a succeeding period in which my pay is sufficient therefore.

Deductions under this authorization shall not be made while I am on leave of absence, but such deduction shall resume with the first regular dues deduction period following my return to active duty and if my leave of absence was not greater than one month, dues not deducted during the absence will also be deducted in the first regular Dues Deduction period following my return to duty.

This deduction may be cancelled by the County of Jackson, Missouri upon my transfer to a position not included in this Bargaining Unit.

It is understood that the County of Jackson, Missouri assumes no responsibility in connection with this authorization except that of forwarding monies to the Secretary-Treasurer of the Union.

Union Dues are not deductible as charitable contributions for Federal Income Tax purposes. Dues, however, may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Code.

Dated \_\_\_\_\_  
Signed \_\_\_\_\_

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18987

Sponsor(s): Alfred Jordan

Date: Nov. 9, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive and the Jackson County Sheriff to execute a Memorandum of Understanding with the Communications Workers of America, Local 6360.</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): Res. 18481, dated April 10, 2014</p>											
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Dennis Dumovich, Director of HR, 881-3140</p>											
REQUEST SUMMARY	<p>Resolution 18481, dated April 10, 2014, authorized a Recognition Agreement between the County and the Communications Workers of America, Local 6360 to serve as the bargaining unit for the terms and conditions of the employment of dispatcher positions within the Sheriff's Office. At its meeting October 28, 2015, the CWA voted to accept the attached Memorandum of Understanding, for a term of three years, for the representation of these positions.</p>											
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>											
ATTACHMENTS	<p>Memorandum of Understanding</p>											

REVIEW	Department Director: Dennis Dumovic, HR Director	Date: 11/2/2015
	Finance (Budget Approval): N/A If applicable	Date: 11/2/2015
	Division Manager:	Date: 11/5/15
	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.

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

**A RESOLUTION** authorizing the County Executive to execute an addendum to the outside agency Cooperative Agreement with Morningstar Community Development Company, at no additional cost to the County.

**RESOLUTION NO. 18988**, November 9, 2015

**INTRODUCED BY** Frank White, Jr., County Legislator

WHEREAS, by Resolution 18716, dated February 9, 2015, the Legislature did authorize the execution of a Cooperative Agreement, in the amount of \$167,000.00, with Morningstar Community Development Company for summer and after school youth programs; and,

WHEREAS, it is necessary to revise the original budget presented by Morningstar Community Development Company due to some programming changes; and,

WHEREAS, an Addendum to the Cooperative Agreement is a suitable mechanism to memorialize the budget revisions; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an Addendum to the Cooperative Agreement with the Morningstar Community Development Company, at no additional cost to the County, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18988 of November 9, 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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18988

Sponsor(s): Frank White, Jr.

Date: Nov. 9, 2015

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <b><u>2015 Outside Agency Funding Request for Morningstar Development Compan. re-allocating budget items within their outside agency program budget which was approved on February 9, 2015 as Resolution 18716. The (REVISED) Program Budget dated 10/9/2015 is attached.</u></b></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>\$0</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$167,000</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$167,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$167,000</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM/TO:</td><td>N/A</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:	\$0	Amount previously authorized this fiscal year:	\$167,000	Total amount authorized after this legislative action:	\$167,000	Amount budgeted for this item * (including transfers):	\$167,000	Source of funding (name of fund) and account code number; FROM/TO:	N/A
Amount authorized by this legislation this fiscal year:	\$0										
Amount previously authorized this fiscal year:	\$167,000										
Total amount authorized after this legislative action:	\$167,000										
Amount budgeted for this item * (including transfers):	\$167,000										
Source of funding (name of fund) and account code number; FROM/TO:	N/A										
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 18716 February 9, 2015</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Auditor's Office 881-3310</p>										
REQUEST SUMMARY	<p>1). Morningstar Development Company</p> <p>Morningstar Development Company is requesting a change in allocation from the original program budget submitted to the <i>REVISED</i> program budget dated October 9, 2015 attached).</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p><b><i>REVISED Program Budget &amp; Explanation Letter Attached</i></b></p>										
REVIEW	<table border="1"> <tr> <td>Department Director: <i>Christy Woonerson</i></td><td>Date: 10.26.2015</td></tr> <tr> <td>Finance (Budget Approval): <i>Mary Rasmussen</i> <i>If applicable</i></td><td>Date: 10/26/15</td></tr> <tr> <td>Division Manager: <i>Mary Jane Brown</i></td><td>Date: 11/4/15</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director: <i>Christy Woonerson</i>	Date: 10.26.2015	Finance (Budget Approval): <i>Mary Rasmussen</i> <i>If applicable</i>	Date: 10/26/15	Division Manager: <i>Mary Jane Brown</i>	Date: 11/4/15	County Counselor's Office:	Date:		
Department Director: <i>Christy Woonerson</i>	Date: 10.26.2015										
Finance (Budget Approval): <i>Mary Rasmussen</i> <i>If applicable</i>	Date: 10/26/15										
Division Manager: <i>Mary Jane Brown</i>	Date: 11/4/15										
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.

## Section C

# 2015 Jackson County Program Budget Request

*complete a separate program budget for each program your agency is applying for funding*

**Agency Name:** Morningstar's Development Company, Inc.

**Program Name:** MSDC Summer and After School Program

**Program Request #**

**of**

Personal Services					Amended Request 10/9/2015
attach job description or duties for NEW salary requests only					
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson Co.		
Program Manager	35000	100%	\$ 35,000		20,100
Program Development Specialist	10000	100%	\$ 10,000		same
Food Service Worker	6000	100%	\$ 6,000		14,000
Youth Counselors	42,800	100%	\$ 47,800		47,000
Gardening Specialist	3000	100%	\$ 3,000		same
Maintenance Worker	7000	100%		\$ 7,000	same
Youth Sports and Dance Instructor	4000	100%	\$ 4,000		same
Total Salaries			\$ 112,800		105,100
Fringe Benefits			\$ 15,400		same
Total Personal Services			\$ 128,200		120,500
Contractual Services					
Healthy Living & Fitness Specialist			\$ 7,000		5,000
Field Trips			\$ 4,000		9,000
Music Specialist			\$ 3,700		3,000
Advanced Intellectual Development			\$ 2,000		4,000
			\$ -		
			\$ -		
Total Contractual Services			\$ 16,700		21,000
Supplies					
new item: audit					2,500
Food			\$ 8,600		7,000
Kitchen & Food Supplies			\$ 1,500		5,000
Program Supplies			\$ 5,000		2,000
Office Supplies/Cleaning Supplies			\$ 2,000		same
Gardening Supplies			\$ 2,000		same
Rent & Utilities			\$ 3,000		5,000
Total Supplies			\$ 22,100		25,500
Total Jackson County Program Budget Request			\$ 167,000		Total





MORNINGSTAR'S  
DEVELOPMENT  
COMPANY, INC.

October 9, 2015

### Outstanding Agency Funding Revised Request,

Morningstar's Development Company, Inc. is a non-profit organization whose purpose is to rebuild communities and strengthen families by supporting them in an holistic manner. The Morningstar's Community Development Company, Inc., are requesting funds to help support its full day Winter and Spring Break Program in addition to the Summer and bi-weekly After School Seminar Base Program which will be a place for children, youth and their families to connect, access essential services and develop solutions to help children and families in the neighborhood succeed. It is our request to revise the budget in order to ensure the youth participating in the program's receive every opportunity afforded to them. The Morningstar Youth & Family Life Center takes a holistic approach to human development and MSDC provides services to reach the "whole person". Children will be served breakfast, lunch and supper during the full day Summer School, Spring Break and full day Winter Program; and a lite meal during our weekly Seminar Base bi-weekly After School Program. During our Summer, Winter and Spring Break Program Youth Counselors will provide academic instruction, and classroom instruction will be supplemented by workshops presented by specialists in the areas of: visual and performing arts, healthy living and exercise programs; computer literacy, gardening and fitness and nutrition. These services are provided for children, pre-kindergarten through 12th (Pre-K-12th). High school students will act as mentors and youth counselors in order that they may meet community service requirements for graduation. Summer classes will last 10 full weeks, Winter full day program will be open 2 weeks during winter break. The After School Program will operate to accommodate students as needed through professional seminars that will provide enrichment through awareness of healthy living choices.

Budget changes in the following areas are:

Program Managers - Volunteered hours in order to help us cut budget  
Food Service Worker- Prepared more in house meals in order to support nutritional focus  
Youth Counselors - Increase in enrollment  
Field Trips & Transportation - Preparing field trips with a STEM component  
Rent & Utilities- Utilities more expensive than budgeted. example(Water for Garden )  
Audit- Didn't anticipate

**Office & Cleaning - Under estimated**

**This grant has made and will continue to make a significant impact in enhancing the lives of the children who participate in the Summer Camp as well as the After School Seminar Base Program. Through continuing the Summer, Winter, spring break and After School Seminar Base Program, it is our objective to decrease high-risk behavior such as child abuse, child drug use, child prostitution, teenage pregnancy and venereal diseases, child hunger and loss in educational gain in our community due to deficiencies of service in our geographical area.**

2411 East 27<sup>th</sup> Street, Kansas City, Missouri 64127 ♦ (816) 923-8113 ♦ FAX (816) 921-3962

***"Rebuilding our Community and Strengthening Families"***

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

**A RESOLUTION** transferring \$374,023.00 within the 2015 Health Fund for additional work and upgrades within the new Medical Examiner's Office.

**RESOLUTION NO. 18989**, November 9, 2015

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, on June 17, 2015, the Jackson County Medical Examiner moved to its new location at 950 E. 21<sup>st</sup> Street, Kansas City, Missouri; and,

WHEREAS, the Medical Examiner recommends certain additional improvements to the unfinished space within the new offices; and,

WHEREAS, a transfer is necessary to place the necessary funds for this additional work in the proper spending accounts; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers be made within the 2015 Health Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund			
Non-Departmental			
002-5102	58020 – Buildings & Improvements	\$374,023	
002-5102	56790 – Other Contractual Services		\$374,023

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. 18989 of November 9, 2015, as 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

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

ACCOUNT NUMBER: 002 5102 58020  
ACCOUNT TITLE: Health Fund  
Non-Departmental  
Buildings & Improvements  
NOT TO EXCEED: \$374,022.28

  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Resolution No.: 18989

Sponsor(s): Crystal Williams

Date: No. 9, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: This request authorizes a transfer within the Health, Non-Departmental fund to cover additional work requested during the construction process of the New Medical Examiner's Office to complete and improve unfinished space for autopsy rooms etc. less improvements that TMC should have paid.</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>\$374,022.28</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>\$374,022.28</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM: 002-5102-8020 Health Fund, Non-Departmental, Building &amp; Improvements</td><td>FROM ACCT \$374,022.28</td></tr><tr><td>TO: 002-5102-56790 Health Fund, Non-Departmental, Other Contractual</td><td>TO ACCT \$374,022.28</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$374,022.28	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$374,022.28	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM: 002-5102-8020 Health Fund, Non-Departmental, Building & Improvements	FROM ACCT \$374,022.28	TO: 002-5102-56790 Health Fund, Non-Departmental, Other Contractual	TO ACCT \$374,022.28
Amount authorized by this legislation this fiscal year:	\$374,022.28												
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Amount budgeted for this item * (including transfers):	\$0												
Source of funding (name of fund) and account code number; FROM: 002-5102-8020 Health Fund, Non-Departmental, Building & Improvements	FROM ACCT \$374,022.28												
TO: 002-5102-56790 Health Fund, Non-Departmental, Other Contractual	TO ACCT \$374,022.28												
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Kandi Brooke, Administrative Supervisor for Dr. Diane Peterson, Interim Chief Medical Examiner (816) 881-6600</p>												
REQUEST SUMMARY	<p>This request authorizes a transfer within the Health, Non-Departmental fund to cover additional work requested during the construction process of the New Medical Examiner's Office to complete and improve unfinished space for autopsy rooms etc. less improvements that TMC should have paid.</p> <p>\$ 431,731.00 - \$57,708.72 (\$26,999.71 + \$29,109.01 + \$1600.00) = \$374,022.28</p>												

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: <i>Diane Peterson MD</i> Finance (Budget Approval): <i>Kim Jones</i> <i>If applicable</i> Division Manager: <i>Marylou Brown</i> County Counselor's Office:	Date: <i>10/26/2015</i> Date: <i>10/27/15</i> Date: <i>11/4/15</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.

**Fiscal Note:**  
**Jackson County, Missouri**

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

PC# 51022015006

Date: October 23, 2015

RES # 18989

[illegible]

## Budgeting

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

**A RESOLUTION** transferring \$1,486,970.00 within the 2015 General Fund, \$169,707.00 within the 2015 Health Fund, and \$235,724.00 within the Anti-Drug Sales Tax Fund to cover budget shortfalls for overtime and other services within the Department of Corrections.

**RESOLUTION NO. 18990**, November 9, 2015

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, the Department of Corrections has experienced a budget shortfall in its accounts for overtime and inmate medical costs; and,

WHEREAS, a transfer is necessary to cover these costs; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers within the 2015 General Fund, 2015 Health Fund, and 2015 Anti-Drug Sales Tax Fund be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Corrections			
001-2701	55010 – Regular Salaries	\$1,400,000	
001-2701	55060 – Insurance	\$ 71,420	
001-2701	56870 – Food Services	\$ 15,550	
001-2701	55030 – Overtime		\$1,471,420
001-2701	55040 – FICA		\$ 7,150
001-2701	55050 – Pension		\$ 8,400



Health Fund  
Corrections

002-2701	55010 – Regular Salaries	\$11,000
002-2701	56830 – Contingency Fund	\$93,707
002-2701	56870 – Food Service	\$65,000
002-2701	55030 – Overtime	\$ 1,000
002-2701	56790 – Other Contractual	\$113,707
002-2701	56510 – Maint & Repair – Buildings	\$ 55,000

Anti-Drug Sales Tax Fund  
Corrections

008-2701	55010 – Regular Salaries	\$150,000
008-2701	55060 – Insurance Benefits	\$ 85,724
008-2701	55025 – Part-Time Salaries	\$60,000
008-2701	55030 – Overtime Salaries	\$85,000
008-2701	55130 – Vacation Payout	\$ 5,000
008-2701	56080 – Other Professional	\$22,800
008-2701	56230 – Printing	\$ 8,000
008-2701	56570 – Maint & Repair – Misc	\$ 2,000
008-2701	56832 – Inmate Worker Stipend	\$ 7,000
008-2701	57190 – Wearing Apparel	\$20,000
008-2701	57020 – Reference Books	\$ 4,100
008-2701	57041 – Copy Paper	\$ 5,824
008-2701	57400 – Signs, Badges & Markers	\$ 1,000
008-2701	58150 – Office Furniture & Fixtures	\$15,000

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

APPROVED AS TO FORM:

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

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

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18990 of November 9, 2015, as 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

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

ACCOUNT NUMBER: 001 2701 55010

ACCOUNT TITLE: General Fund  
Corrections  
Regular Salaries

NOT TO EXCEED: \$1,400,000.00

ACCOUNT NUMBER: 001 2701 55060

ACCOUNT TITLE: General Fund  
Corrections  
Insurance

NOT TO EXCEED: \$71,420.00

ACCOUNT NUMBER: 001 2701 56870  
ACCOUNT TITLE: General Fund  
Corrections  
Food Service  
NOT TO EXCEED: \$15,550.00

ACCOUNT NUMBER: 002 2701 55010  
ACCOUNT TITLE: Health Fund  
Corrections  
Regular Salaries  
NOT TO EXCEED: \$11,000.00

ACCOUNT NUMBER: 002 2701 56830  
ACCOUNT TITLE: Health Fund  
Corrections  
Contingency  
NOT TO EXCEED: \$93,707

ACCOUNT NUMBER: 002 2701 56870  
ACCOUNT TITLE: Health Fund  
Corrections  
Food Service  
NOT TO EXCEED: \$65,000.00

ACCOUNT NUMBER: 008 2701 55010  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Corrections  
Regular Salaries  
NOT TO EXCEED: \$150,000.00

ACCOUNT NUMBER: 008 2701 55060  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Corrections  
Insurance  
NOT TO EXCEED: \$85,724.00

October 30, 2015  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 18990

Sponsor(s): Dennis Waits

Date: Nov. 9, 2015

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the transfer of funds within the Corrections Department General (001), Health (002) and COMBAT (008) Funds to balance certain line items within this budget.</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>\$1,892,411</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$1,892,411</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT</td></tr> <tr> <td><b>Please See Below</b></td><td>TO ACCT</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$1,892,411	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$1,892,411	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT	<b>Please See Below</b>	TO ACCT						
Amount authorized by this legislation this fiscal year:	\$1,892,411																		
Amount previously authorized this fiscal year:	\$																		
Total amount authorized after this legislative action:	\$1,892,411																		
Amount budgeted for this item * (including transfers):	\$																		
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT																		
<b>Please See Below</b>	TO ACCT																		
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>																		
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): LJ Scott, Asst Dir Admin; Dept of Corrections; 881-4232</p>																		
REQUEST SUMMARY	<p>The Department of Corrections requests the transfer of funds within the Corrections 2015 budget to accommodate various needs. In the 001 General Fund, excesses in Regular Salaries and Insurance, due to staffing turnover, will accommodate shortages in: Overtime, FICA and Pension. In the 002 Fund, an excess in the Regular Salaries account line, the Contingency Fund account and the Food Services account will cover overages in the annual \$100,000 medical pool (included in the base contract fees) due to increased purchases of HIV and Cancer medications and an increased number of Intake Medical Assessments. In the 008 COMBAT fund excesses due to staffing turnover will accommodate shortages in: Overtime; Part Time; Vacation Payouts; Other Professional Services; Printing; Maintenance and Repair Miscellaneous; Inmate Worker stipends; Wearing Apparel; Reference Books/Publications; Copy Paper; Staff Service Plaques; and Office Furniture (staff chairs).</p> <table border="1"> <thead> <tr> <th>FROM ACCOUNT</th><th>TO ACCOUNT</th><th>AMOUNT</th></tr> </thead> <tbody> <tr> <td>001-2701-55010 Regular Salaries</td><td>001-2701-55030 Over Time Salaries</td><td>\$1,400,000</td></tr> <tr> <td>001-2701-55060 Insurance</td><td>001-2701-55030 Over Time Salaries</td><td>\$ 71,420</td></tr> <tr> <td>001-2701-56870 Food Service</td><td>001-2701-55040 FICA</td><td>\$ 7,150</td></tr> <tr> <td></td><td>001-2701-55050 Pension</td><td>\$ 8,400</td></tr> <tr> <td></td><td><b>SUB TOTAL</b></td><td><b>\$ 1,486,980</b></td></tr> </tbody> </table>	FROM ACCOUNT	TO ACCOUNT	AMOUNT	001-2701-55010 Regular Salaries	001-2701-55030 Over Time Salaries	\$1,400,000	001-2701-55060 Insurance	001-2701-55030 Over Time Salaries	\$ 71,420	001-2701-56870 Food Service	001-2701-55040 FICA	\$ 7,150		001-2701-55050 Pension	\$ 8,400		<b>SUB TOTAL</b>	<b>\$ 1,486,980</b>
FROM ACCOUNT	TO ACCOUNT	AMOUNT																	
001-2701-55010 Regular Salaries	001-2701-55030 Over Time Salaries	\$1,400,000																	
001-2701-55060 Insurance	001-2701-55030 Over Time Salaries	\$ 71,420																	
001-2701-56870 Food Service	001-2701-55040 FICA	\$ 7,150																	
	001-2701-55050 Pension	\$ 8,400																	
	<b>SUB TOTAL</b>	<b>\$ 1,486,980</b>																	



	FROM ACCOUNT	TO ACCOUNT	AMOUNT
	002-2701- 55010 Regular Salaries	002-2701-55030 Over Time Salaries	1,000
		002-2701-56790 Other Cont Services	10,000
	002-2701-56830 Contingency Fund	002-2701-56790 Other Cont Services	93,707
	002-2701-56870 Food Service	002-2701-56790 Other Cont Services	10,000
		(new account) 002-2701-56510 M&R Bldgs	55,000
		<b>SUB TOTAL</b>	<b>\$ 169,707</b>
	008-2701-55010 Regular Salaries	008-2701-55025 Part Time Salaries	60,000
		008-2701-55030 Over Time Salaries	85,000
		008-2701-55130 Vacation Pay Out	5,000
	008-2701-55060 Insurance	(new acct) 008-2701-56080 Other Prof Serv	22,800
		(new acct) 008-2701-56230 Printing	8,000
		(new acct) 008-2701-56570 M&R Misc	2,000
		(new acct) 008-2701-56832 Inmate Wrkr Stipend	7,000
		(new acct) 008-2701-57190 Wearing Apparel	20,000
		(new acct) 008-2701-57020 Ref Books/Pub	4,100
		(new acct) 008-2701-57041 Copy Paper	5,824
		(new acct) 008-2701-57400 Signs, Badges, Mrkrs	1,000
		(new acct) 008-2701-58150 Furniture (staff chairs)	15,000
		<b>SUB TOTAL</b>	<b>\$ 235,724</b>
		<b>TOTAL</b>	<b>\$1,892,411</b>
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)		
ATTACHMENTS			
REVIEW	Department Director: Joseph Piccinini, Acting Director <i>Ref. Tawata for J. Piccinini</i>		Date: <i>10.28.2015</i>
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>		Date: <i>10/28/15</i>
	Division Manager: <i>Marylou Brown</i>		Date: <i>11/4/15</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:

- ☐ 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.



# Fiscal Note: Jackson County, Missouri

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

Date: October 28, 2015 PC#                      RES # 18990

Department / Division	Character/Description	From	To
<b>General Fund - 001</b>			
2701 - Corrections	55010 - Regular Salaries	1,400,000	
2701 - Corrections	55060 - Insurance	71,420	
2701 - Corrections	56870 - Food Services	15,550	
2701 - Corrections	55030 - Overtime Salaries		1,471,420
2701 - Corrections	55040 - FICA		7,150
2701 - Corrections	55050 - Pension		8,400
<b>Health Fund - 002</b>			
2701 - Corrections	55010 - Regular Salaries	11,000	
2701 - Corrections	56830 - Contingency Fund	93,707	
2701 - Corrections	56870 - Food Services	65,000	
2701 - Corrections	55030 - Overtime Salaries		1,000
2701 - Corrections	56790 - Other Contractual Services		113,707
2701 - Corrections	56510 - Maint. & Repair - Buildings		55,000
<b>Anti Drug Sales Tax Fund - 008</b>			
2701 - Corrections	55010 - Regular Salaries	150,000	
2701 - Corrections	55060 - Insurance	85,724	
2701 - Corrections	55025 - Part-time Salaries		60,000
2701 - Corrections	55030 - Overtime Salaries		85,000
2701 - Corrections	55130 - Vacation Payout		5,000
2701 - Corrections	56080 - Other Professional Services		22,800
2701 - Corrections	56230 - Printing		8,000
2701 - Corrections	56570 - Maint. & Repair - Miscel.		2,000
2701 - Corrections	56832 - Inmate Worker Stipend		7,000
2701 - Corrections	57190 - Wearing Apparel		20,000
2701 - Corrections	57020 - Reference Books & Publ.		4,100
2701 - Corrections	57041 - Copy Paper		5,824
2701 - Corrections	57400 - Signs, Badges & Markers		1,000
2701 - Corrections	58150 - Office Furniture & Fixtures		15,000
		1,892,401	1,892,401

  
Budgeting

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

**A RESOLUTION** recognizing and honoring the life of Firefighter John Mesh.

**RESOLUTION NO. 18991**, November 9, 2015

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, Firefighter John Mesh, passed away in the line of duty on October 12, 2015, while responding to a commercial building fire in Kansas City; and,

WHEREAS, John, together with firefighters Larry Leggio, Chris Anderson, and Dan Werner were among the fire crews that had worked to save lives and property at the fire scene located at Independence and Prospect Avenues; and,

WHEREAS, John, a 13-year veteran of the Kansas City, Missouri Fire Department, was the youngest of eight children, having been born and raised in the Old Northeast area of Kansas City; and,

WHEREAS, John married the love of his life Felicia and they were the parents to four daughters; and,

WHEREAS, John was a humble person who loved his family and his career; and,

WHEREAS, John's co-workers and family will remember his courage, leadership, and



strong sense of duty to help others; and,

WHEREAS, the citizens of Jackson County mourn the loss of Firefighter John Mesh and Fire Apparatus Operator Larry Leggio, and extend best wishes for a quick recovery to Fire Apparatus Operator/Paramedic Chris Anderson and Firefighter Dan Werner who were injured at the fire scene; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature recognizes the life and achievements of John Mesh, and extends its deepest sympathy to his family, friends, and colleagues.

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. 18991 of November 9, 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

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

**A RESOLUTION** recognizing and honoring the life and service of Fire Apparatus Operator Larry Leggio.

**RESOLUTION NO. 18992**, November 9, 2015

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, Fire Apparatus Operator Larry Leggio passed away in the line of duty on October 12, 2015, while responding to a commercial building fire in Kansas City; and,

WHEREAS, Larry, together with firefighters John V. Mesh, Chris Anderson, and Dan Werner were among the fire crews that had worked to save lives and property at the fire scene located at Independence and Prospect Avenues; and,

WHEREAS, Larry was a 17-year veteran of the Kansas City, Missouri Fire Department, having achieved his lifelong dream to follow in his father's footsteps to become a firefighter; and,

WHEREAS, Larry had a passion for life, his career, his family, and riding his Harley; and,

WHEREAS, Larry began his career as a Firefighter at Station 23, located in his childhood neighborhood of northeast Kansas City; and,

WHEREAS, Larry was later promoted to Fire Apparatus Operator and moved to "The Deuce," Truck 2, in midtown; and,

WHEREAS, Larry leaves behind the love of his life, Missy and many members of his extended family; and,

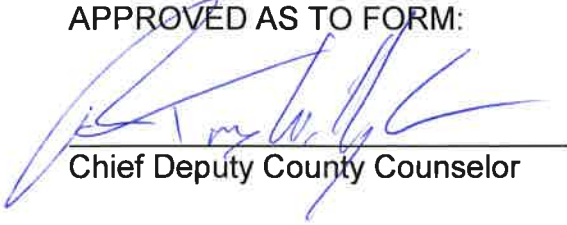
WHEREAS, Larry's co-workers and family will miss his infectious smile and loving approach to life; and,

WHEREAS, the citizens of Jackson County mourn the loss of Fire Apparatus Operator Larry Leggio and Firefighter John Mesh and extend best wishes for a quick recovery to Fire Apparatus Operator/Paramedic Chris Anderson and Firefighter Dan Werner who were injured at the fire scene; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature recognizes the life and achievements of Larry Leggio, and extends its deepest sympathy to his family, friends, and colleagues.

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. 18992 of November 9, 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

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

**A RESOLUTION** recognizing and honoring the service of Firefighter Dan Werner who was injured in the line of duty on October 12, 2015.

**RESOLUTION NO. 18993**, November 9, 2015

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, Firefighter Dan Werner was injured in the line of duty on October 12, 2015, while responding to a commercial building fire in Kansas City; and,

WHEREAS, Dan, together with firefighters Larry Leggio, John Mesh, and Chris Anderson were among the fire crews that had worked to save lives and property at the fire scene located at Independence and Prospect Avenues; and,

WHEREAS, Dan is a twelve-year veteran firefighter serving on Pumper 23 located in Northeast Kansas City, Missouri; and,

WHEREAS, Dan is a graduate of Benedictine College where he played football; and,

WHEREAS, Dan is known for his quiet, dependable personality and a dry, wicked sense of humor; and,

WHEREAS, the citizens of Jackson County extend best wishes for a quick recovery to Dan and Fire Apparatus Operator/Paramedic Chris Anderson who was also injured at

the fire scene; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature recognizes the heroic service of Firefighter Dan Werner and extends best wishes for a speedy recovery.

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. 18993 of November 9, 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



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

**A RESOLUTION** recognizing and honoring the service of Fire Apparatus Operator/Paramedic Chris Anderson who was injured in the line of duty on October 12, 2015.

**RESOLUTION NO. 18994**, November 9, 2015

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, Fire Apparatus Operator/Paramedic Chris Anderson was injured in the line of duty on October 12, 2015, while responding to a commercial building fire in Kansas City; and,

WHEREAS, Chris, together with firefighters Larry Leggio, John Mesh, and Dan Werner were among the fire crews that had worked to save lives and property at the fire scene located at Independence and Prospect Avenues; and,

WHEREAS, Chris is a nineteen-year veteran firefighter serving on Pumper 23 located in Northeast Kansas City, Missouri; and,

WHEREAS, as a medic, Chris handles all the advanced life support tasks; and,

WHEREAS, Chris's co-workers appreciate his knowledge and ability to fix anything, as well as his enjoyment of a fine cigar at the end of a long day; and,

WHEREAS, the citizens of Jackson County extend best wishes for a quick recovery to Chris and Firefighter Dan Werner, who was also injured at the fire scene; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature recognizes the heroic service of Fire Apparatus Operator/Paramedic Chris Anderson and extends best wishes for a speedy recovery.

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. 18994 of November 9, 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

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

**A RESOLUTION** transferring \$4,800.00 within the 2015 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute an addendum to the Development Agreement with Connections to Success, Inc., of Kansas City, MO, for the 2015 Jackson County Constructing Futures Program, at an additional cost to the County in the amount of \$5,650.00, to further the prevention of homelessness and the prevention of drug and drug-related offenses.

**RESOLUTION NO. 18995**, November 9, 2015

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, by Resolution 18942, dated September 28, 2015, the Legislature did authorize a Development Agreement with Connections to Success, Inc. of Kansas City, Missouri, for the 2015 Jackson County Constructing Futures Program at a cost to the County not to exceed \$76,650.00; and,

WHEREAS, the Jackson County Constructing Futures Program is a unique public-private partnership designed to provide a structured pathway to allow former drug offenders to enter the construction industry, and at the same time provide permanent housing to those in need; and,

WHEREAS, the Administration recommends an addendum to the agreement with Connections to Success for additional opportunities for ex-offenders to gain experience and training by providing remediation of certain County-owned property; and,

WHEREAS, a transfer is necessary to put a portion of the funds needed for this project in the appropriate spending account; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 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			
COMBAT Administration			
008-4401	56080 – Other Professional Srs.	\$4,800	
008-4401	56790 – Other Contractual Services		\$4,800

and,

BE IT FURTHER RESOLVED, by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an addendum to the Development Agreement with Connections to Success, Inc., in a form to be approved by the County Counselor, at an additional cost to the County in the amount of \$5,650.00; and,

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

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. 18995 of November 9, 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

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

ACCOUNT NUMBER: 008 4401 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
COMBAT Administration  
Other Professional Services  
NOT TO EXCEED: \$4,800.00

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 56790  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
COMBAT Administration  
Other Contractual Services  
NOT TO EXCEED: \$4,800.00

ACCOUNT NUMBER: 001 5101 56080  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Other Professional  
NOT TO EXCEED: \$850.00

November 5, 2015  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:


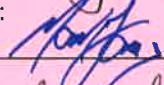
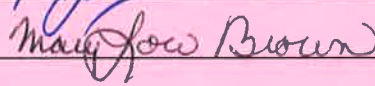
Res/Ord No.: 18995

Sponsor(s): Alfred Jordan

Date: November 9, 2015

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution transferring \$4,800.00 within the Anti-Drug Sales Tax Fund and authorizing the County Executive to execute an addendum to an existing agreement authorized under Resolution 18942 with Connections To Success for the 2015 Constructing Futures Program, at an additional cost to the county in the amount of \$5,650.00.</p>										
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$5,650.00</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>\$5,650.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$5,650.00</td></tr> </table> <p>Source of funding (name of fund) and account code number;</p> <table> <tr> <td> <b>FROM:</b>  Anti-Drug Sales Tax Fund, COMBAT Administration, Other Professional Services  008-4401-56080  \$4,800.00   General Fund, Other Professional Services  001-5101-6790  \$850.00 </td><td> <b>TO:</b>  Anti-Drug Sales Tax Fund, COMBAT Administration, Other Contractual Services  008-4401-56790  \$4,800.00   General Fund, Other Professional Services  001-5101-6790  \$850.00 </td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$65,000  Prior Year Actual Amount Spent (if applicable): \$65,000</p>	Amount authorized by this legislation this fiscal year:	\$5,650.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$5,650.00	Amount budgeted for this item * (including transfers):	\$5,650.00	<b>FROM:</b> Anti-Drug Sales Tax Fund, COMBAT Administration, Other Professional Services 008-4401-56080 \$4,800.00  General Fund, Other Professional Services 001-5101-6790 \$850.00	<b>TO:</b> Anti-Drug Sales Tax Fund, COMBAT Administration, Other Contractual Services 008-4401-56790 \$4,800.00  General Fund, Other Professional Services 001-5101-6790 \$850.00
Amount authorized by this legislation this fiscal year:	\$5,650.00										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$5,650.00										
Amount budgeted for this item * (including transfers):	\$5,650.00										
<b>FROM:</b> Anti-Drug Sales Tax Fund, COMBAT Administration, Other Professional Services 008-4401-56080 \$4,800.00  General Fund, Other Professional Services 001-5101-6790 \$850.00	<b>TO:</b> Anti-Drug Sales Tax Fund, COMBAT Administration, Other Contractual Services 008-4401-56790 \$4,800.00  General Fund, Other Professional Services 001-5101-6790 \$850.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): #4154 9/14/09, #4580 10/14/13, #4622 5/19/14</p> <p>Prior resolutions and (date): #17194 3/1/10, #17476 1/24/11, #17729 11/7/11, #17797 1/23/12, #18275 10/14/12, #18084 2/2/13, #18365 1/13/2014, #18942 10/5/15.</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Joseph Tomlinson, Special Projects, (816) 881-6486</p>										
REQUEST SUMMARY	<p>On October 5, 2015, the Legislature authorized the County Executive to enter into a cooperative agreement with Connections to Success for the funding of Jackson County Constructing Futures Program 2015.</p> <p>An Addendum to the existing contract is requested for an additional \$5,650.00 to be used to pay Constructing Futures trainees to remediate and clean out a County-owned property to ready it for sale in addition to the 2015 Constructing Futures home remodel.</p>										



	Constructing Futures program provides job training skills to the participants who are recovering drug offenders and/or formerly incarcerated and/or unskilled and underemployed individuals, to assist their learning in the construction trades by rehabilitating houses located in Jackson County, Missouri. This request for funds will allow a team of trainees to further apply these skills to remediate and ready a County-owned property for disposal.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: Lisa Honn 	Date: 11/4/2015
	Finance (Budget Approval): <i>If applicable</i> 	Date: 11/4/15
	Division Manager: 	Date: 11/4/15
	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:
2810	Undesignated Fund Balance	

- ☐ 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.

# **Fiscal Note: Jackson County, Missouri**

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

Date:	November 5, 2015	PC#		RES #	18995
Department / Division	Character/Description	From		To	
<b>Anti Drug Sales Tax Fund - 008</b>					
4401 - COMBAT - Administration	56080 - Other Professional Services	4,800			
4401 - COMBAT - Administration	56790 - Other Contractual Services			4,800	

## **Fiscal Note:**

This expenditure was included in the Annual Budget.

Date:	November 5, 2015	PC#		RES #	
Department / Division	Character/Description	Not to Exceed			
<b>General Fund - 001</b>					
5101 - Non Departmental - General	56790 - Other Contractual Services	850			
<b>Anti Drug Sales Tax Fund - 008</b>					
4401 - COMBAT - Administration	56790 - Other Contractual Services	4,800			
					5,650.00

*Mary Rasmussen*  
Budgeting

[jj@jarvisj.com](mailto:jj@jarvisj.com)

November 3, 2015

3233 TO  
2313 Cambel KCMO

John Jarvis

DESCRIPTION	TOTAL
4 Connections and 2 Morgan Jacobs workers for a 40 hr week with all Insurances.	\$ 4,800.00
2 dumpsters	\$ 850.00
This is for one week to clean out all debris and scrap, prep and make look pretty.	
Total:	\$ 5,650.00