

EXECUTIVE ORDER NO. 16-06

TO:

MEMBERS OF THE LEGISLATURE

CLERK OF THE LEGISLATURE

FROM:

FRANK WHITE, JR.

COUNTY EXECUTIVE

DATE:

FEBRUARY 16, 2016

RE:

APPOINTMENT OF MEDICAL EXAMINER

I hereby appoint Dr. Diane C. Peterson, M.D., as Medical Examiner effective February 16, 2016, occasioned by the retirement of Dr. Mary Dudley.

Frank White, Jr., County Executive

Dated:

FEB 1 7 2016 3:16 (1.17)

MARY JO SPINO COUNTY CLERK

DIANE C. PETERSON

Office of the Jackson County Medical Examiner 950 E 21st St.

Kansas City, MO 64108 Work Phone: 816-881-6600 dpeterson@jacksongov.org

EMPLOYMENT

Deputy Medical Examiner, Office of the Jackson County Medical Examiner, Kansas City,

MO

August 2010 - present

Clinical Assistant Professor, Department of Pathology, University of Missouri-Kansas City

School of Medicine, Kansas City, MO

August 2010 - present

Clinical Assistant Professor, Department of Pathology and Laboratory Medicine, School of

Medicine, University of Kansas Medical Center, Kansas City, KS

August 2011 – present

Adjunct Instructor, Division of Pharmacology and Toxicology, University of Missouri-Kansas

City School of Pharmacy, Kansas City, MO

July 2012 - August 2013

POST-DOCTORAL TRAINING

Anatomic and Clinical Pathology Residency, University of Alabama at Birmingham,

Birmingham, AL

July 2005 - June 2009

Forensic Pathology Fellowship, University of Alabama at Birmingham, Birmingham, AL

July 2009 - June 2010

EDUCATION

B.S., Kansas State University, Manhattan, KS

Major: Microbiology

Aug. 1995 - May 2000

University of Plymouth, Plymouth, England

International Student Exchange Program

Sept. 1997 – June 1998

M.D., University of Kansas School of Medicine

Kansas City, KS (years 1 & 2) and Wichita, KS (years 3 & 4)

Aug. 2001 - May 2005

HONORS

Anatomic Pathology Chief Resident, 2008-2009

LICENSURE

Alabama State Medical License (2007-2012)

Missouri State Medical License since February 4, 2010

CERTIFICATION Anatomic and Clinical Pathology Diplomate 12/03/2009

Forensic Pathology Diplomate 09/16/2010

Certified Accreditation Inspector, National Association of Medical Examiners Inspection and Accreditation, valid 10/11/2013 – 10/11/2018

PROFESSIONAL ORGANIZATIONS

College of American Pathologists (2005-present)—Fellow
American Society for Clinical Pathology (2005-present)—Fellow
Academy of Clinical Laboratory Physicians and Scientists (2005-present)
American Academy of Forensic Sciences (2005-present)—Member
National Association of Medical Examiners (2009-present)—Member

COMMITTEES

Child Fatality Review Panel – Jackson, Cass, Clay, and Platte Counties Missouri (2010 – present)

NAME Scientific Presentations Awards Committee (2013 – present)

UNEX/MedX Committee (2013 - present)

NAME Awards Committee (2014 – present)

NAME Ad-hoc Bioterrorism and Infectious Disease Committee (2014)

NAME Development of Self-Assessment Modules (SAMs) Committee (2015)

PUBLICATIONS

- 1. Conrad GW, Wells DC. Effects of silver ion (Ag+) on a cellular shape change in the absence of microtubules in fertilized eggs of Ilyanassa obsoleta. Bull Mt Desert Isl Biol Lab Salisb Cove Maine 1998; 37:4-5.
- 2. Barrett JE, Wells DC, Conrad GW. Pretreatment methods to improve nerve immunostaining in corneas from long-term fixed embryonic quail eyes. J Neurosci Methods 1999 Oct 15; 92(1-2): 161-8.
- 3. Conrad AH, Tramp CR, Long CJ, Wells DC, Paulsen AQ, Conrad GW. Ag⁺ alters cell growth, neurite extension, cardiomyocyte beating, and fertilized egg constriction. Aviat Space Environ Med. 1999 Nov; 70(11): 1096-105.
- 4. Barrett JE*, Wells DC*, Paulsen AQ, Conrad GW. Embryonic quail eye development in microgravity. J Appl Physiol 2000 May; 88(5): 1614-22. *The first two authors contributed equally to this research and manuscript preparation.
- 5. **Peterson DC,** Davis GG. Anorexia Nervosa and Bulimia Nervosa. Forensic Pathology Check Sample 2007; FP 07-04(FP-325). Chicago, Illinois: American Society of Clinical Pathologists.
- 6. Garg M, Peterson DC, Garg U, Pietak R, Dudley MH. A death involving hydrogen sulfide exposure from a domestic sink drain. Society of Forensic Toxicologists, Inc. ToxTalk 2013 Sept; 37(3): 17-20.
- 7. Ramoo B, Garg M, Frazee CC, **Peterson DC**, Garg U, Pietak R, Dudley MH. A death involving hydrogen sulfide exposure from a domestic sink drain. J Forensic Toxicol Pharmacol 2015; 4:1.

ABSTRACTS

1. Barrett JE, Wells DC, Conrad GW. Pretreatment of highly fixed corneas to improve neurofilament immunostaining. Sunflower Developmental Genetics Symposium. The

University of Kansas Medical Center, Kansas City, KS, 1996.

- 2. Barrett JE, **Wells DC**, Conrad GW. Increased neurofilament immunostaining in highly fixed embryonic quail corneas after microwaving, sodium dodecyl sulfate incubation, and hyaluronidase incubation. Invest. Ophthalmol. Vis. Sci., 1997; 38(4): S3996 (abstract #1869). ARVO 1997 Annual Meeting, Fort Lauderdale, FL.
- 3. Barrett JE, **Wells DC**, Conrad GW. Quail eye development in microgravity. Kansas EPSCoR/American Assoc for the Advancement of Science Conference, Topeka, KS, 1998.
- 4. Barrett JE, **Wells DC**, Paulsen AQ, Conrad GW. Effects of microgravity on eyes of quail incubated aboard Mir. Invest. Ophthalmol. Vis. Sci., 1998; 39(4): S1036 (abstract #4790-B541). Association for Research in Vision and Ophthalmology (ARVO) 1998 Annual Meeting, Fort Lauderdale, FL.
- 5. Barrett JE, Wells DC, Paulsen AQ, Conrad GW. Effects of microgravity on embryonic quail eye development. Grav. Space Biol. Bull., 1998; 12(1): 32 (abstract #64). American Society for Gravitational and Space Biology 1998 Annual Meeting, Houston, TX.
- 6. **Peterson DC**, Powers RE, Robinson JN, Davis GG. Effectiveness of death investigation in cases of potential elder abuse. Proceedings of the American Academy of Forensic Sciences, 2006 Feb; 12: 239 (abstract #G43). Presented at the 2006 AAFS 58th Annual Scientific Meeting, Seattle, WA.
- 7. **Peterson DC**, Boctor FN. Case report of thrombotic thrombocytopenic purpura in patient with pancreatic mass. Transfusion, 2006 Sep; 46(9 Suppl): 159A (abstract #SP384). Presented at the 2006 American Association of Blood Banks 46th Annual Meeting, Miami Beach, FL.
- 8. **Peterson DC**, Kloda S, Simmons GT, Brissie RM, Robinson CA. Gas chromatography of postmortem blood revealing sevoflurane in a patient six hours post-op. Proceedings of the American Academy of Forensic Sciences, 2008 Feb; 14: 400 (abstract #K1). Presented at the 2008 American Academy of Forensic Sciences (AAFS) 60th Annual Scientific Meeting, Washington, D.C.
- 9. **Peterson DC**, Davis GG. Analysis of gastric contents for the presence of neutrophils: a rapid test for chorioamnionitis. Presented at the National Association of Medical Examiners (NAME) 43rd Annual Meeting, San Francisco, CA, September 2009 (abstract #78).
- 10. **Peterson DC**, Frazee CC, Garg U, Dudley MH. Case report of a death involving methylenedioxypyrovalerone (MDPV) from bath salt use. Proceedings of the American Academy of Forensic Sciences, 2012 Feb; 18: 277 (abstract #G3). Presented at the 2012 AAFS 64th Annual Scientific Meeting, Atlanta, GA.
- 11. Frazee CC III, Garg U, **Peterson DC**, Pietak R, Dudley M. Bath Salts: Observations and Results from Eight Cases. Presented at the Society of Forensic Toxicologists Annual Meeting, Boston, MA, July 2012.
- 12. Ramoo B, Frazee CC III, Garg U, Peterson DC, Pietak R, Dudley MH. Observations And Results From A Zolpidem Related Fatality. Abstract presented at Society of Forensic Toxicologists Annual Meeting, Orlando, FL, October 2013.
- 13. Ramoo B, Frazee CC III, Garg U, Peterson DC, Pietak R, Dudley MH. Observations

And Results From Three Synthetic Cannabinoids Related Fatalities. Abstract presented at Society of Forensic Toxicologists Annual Meeting, Orlando, FL, October 2013.

- 14. Haldiman L, **Peterson DC**, Snook WD, Cai J, Fangman MT, Dudley MH. Heat-Related Deaths and Illnesses in Four Metropolitan Counties in Missouri, 2004-2011. Presented at the 47th Annual NAME Meeting, Milwaukee, WI, October 2013 (abstract #P2).
- 15. Savasman CM, Peterson DC, Pietak R, Dudley MH, Frazee CC III, Garg U. Two Fatalities Due to Use of Synthetic Cannabinoids Alone. Proceedings of the American Academy of Forensic Sciences, 2014 Feb; 20: 316 (abstract #G1). Presented at the 2014 AAFS 66th Annual Scientific Meeting, Seattle, WA.
- 16. Frazee CC III, Garg U, Ramoo B, Funke M, Peterson DC, Dudley MH. A Fatality Involving Nitrous Oxide, MDMA, Methoxetamine and Opiates. Presented at Society of Forensic Toxicologists Annual Meeting, Grand Rapids, MI, October 2014.
- 17. Ramoo B, Frazee CC III, Garg M, **Peterson DC**, Garg U, Pietak R, Dudley MH. A Death Involving Hydrogen Sulfide Exposure from a Domestic Sink Drain. Presented at Society of Forensic Toxicologists Annual Meeting, Grand Rapids, MI, October 2014.

PRESENTATIONS "Frozen Section Diagnosis of Periprosthetic Infection"- UAB Anatomic Pathology Seminar, 2005

- "PCR Diagnosis of Invasive Aspergillosis"- UAB Lab Medicine Seminar, 2006
- "GBS: Is There a Rapid Test Worthy of Use at UAB?"-UAB Lab Medicine Seminar, 2006
- "Autoimmune Pancreatitis"-UAB Anatomic Pathology Seminar, 2007
- "Leukocytapheresis: Adjunct Therapy for Refractory Inflammatory Bowel Disease"- UAB Lab Medicine Seminar, 2007
- "Pathologists in Court: Expert Witness Testimony"-UAB Anatomic Pathology Seminar, 2008
- "Death Certification"-Guest speaker, UAB Topics in Laboratory Testing for the Family Practitioner; Selma, Huntsville, and Birmingham, AL, 2008; Selma and Birmingham 2010
- "Testing for Drugs of Abuse"-Guest speaker, UAB Topics in Laboratory Testing for the Family Practitioner; Selma and Birmingham, AL, 2009
- "Use of CT for Postmortem Imaging"-UAB Anatomic Pathology Seminar, 2009
- "Deaths Involving Bath Salts and Mushrooms", Invited Lecturer for Children's Mercy Hospital Laboratory Continuing Education Conference, January 2012
- "Forensic Pathology", Invited Lecturer for Advanced Science class for senior students, Winnetonka High School, Kansas City, MO, October 2012.
- "Forensic Examination of Trauma Victims". Invited Speaker at conference for trauma nurses at Truman Medical Center, September 2013.
- "Organ Donation in the 21st Century". Invited Speaker at conference for operating room staff at Children's Mercy Hospital, September and November 2013.
- "Gunshot Wounds". Invited Speaker at Multidisciplinary Trauma Conference for ED and surgery residents and faculty, UMKC, July 2014.
- "Forensic Examination of Trauma Victims". Invited Speaker at Centerpoint Medical Center Annual Trauma Consortium; November 2014.

TEACHING

Hematopathology Lab, UAB second year medical and dental/optometry students, 2006 Microbiology Lab, UAB second year medical students, 2006

"Macro Rounds"; gross anatomic sessions with UAB second year medical students, 2006-2007 Neuropathology Lab, UAB second year medical students, 2008
Pulmonary Pathology Lab, UAB first year medical students, 2009
Truman Pathology Resident Forensic Lecture Series, 2010-present
University of Missouri-Kansas City Medical School Pathology Course; Lecturer
Annually from 2011 to present.

Investigative Toxicology Course, University of Missouri-Kansas City School of Pharmacy; Lecturer; 2012-2013.

University of Kansas Medical Center Pathology Residents, forensic pathology lectures, 2013 – present.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$3,277.00 from the undesignated fund balance of the 2016 Special Road and Bridge Fund in acceptance of insurance proceeds for the repair of a vehicle for use by the Sheriff's Office.

ORDINANCE NO. 4825, February 22, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the County has received a payment from Twin City Fire Insurance Company representing the repair cost of a Sheriff's Office fleet vehicle damaged as a result of a motor vehicle accident that occurred on October 21, 2015; and,

WHEREAS, an appropriation is necessary to place the insurance payment in the proper spending account so that the funds may be used to repair the vehicle; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2016 Special Road and Bridge Fund be and hereby is made:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund Sheriff			
004-9999	47040 - Increase Revenues	\$3,277	
004-2810 004-2810	Undesignated Fund Balance Undesignated Fund Balance	\$3,277	\$3,277
004-4201	56530 – Maint & Repair Auto Eq	uipment	\$3,277

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

APPROVED AS TO FOR	M: _{//}	10 1	1
Chief Deputy County Cou	nselor	County Counselor	Melion
V			
I hereby certify that February 22, 2016, was County Legislature. The	duly passed on	nance, Ordinance No. 4 	
Yeas		Nays	- .
Abstaining		Absent	- -
Date I hereby approve the attac	ched Ordinance No.	Mary Jo Spino, Clerk o	of Legislature
Date		Frank White, Jr., Coun	ty Executive
Funds sufficient for this ap	propriation are avail	able from the source inc	dicated below.
ACCOUNT NUMBER: ACCOUNT TITLE:	004 2810 Special Road and I Undesignated Fund	•	
NOT TO EXCEED:	\$3,277.68		
Jahrenny 11, 20	16	Director of Finance and	d Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Rex Ord No.: 4825

Sponsor(s):

Alfred Jordan

Date:

February 22, 2016

SUBJECT	Action Requested Resolution Ordinance Project/Title: Transfer of insurance settlement for 2014 undesignated fund balance to Line item 004-4201-56530		nicle from the 004	
BUDGET INFORMATION To be completed By Requesting Department and Finance	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 # FROM: Undesignated fund balance #004 TO: Road and Bridge fund 004-4201-56530 * 1f account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):			
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):			
CONTACT INFORMATION	RLA drafted by Captain Dave Epperson Jackson County Sheriff's Office Commander (816) 795-1960			
REQUEST SUMMARY	Request \$3,277.68 be transferred from the undesignated fund balance of 004 to line item 004-4201-56530 to repair damage to a 2014 Dodge Charger Patrol vehicle VIN # 2C3CDXKT2EH371539. Funds were received from Twin City Fire Insurance Company for the repair of the Patrol vehicle via check through claim #Y35AP-58206 from the insured, Darlene Simmons, reference an accident occurring on 10/21/2015. Check #1103942808 was received by Jackson County from Twin City Fire Insurance Company in the amount of \$3,277.68.			
CLEARANCE	☐ Tax Clearance Completed (Purchasing & Departmen ☐ Business License Verified (Purchasing & Departmen ☐ Chapter 6 Compliance - Affirmative Action/Prevailing	t)	s Office)	

1	CHMENTS				
REVIE	W	Department Director:			Date:
		Finance (Budget Approv		Jusse	Date: 2 9/16
	(Division Manager	eman for Bury	+	Deto 103 To
		County Counselor's Offi	ge:		Date: 4/11/14
Fiscal	Informatio	on (to be verified by B	udget Office in Finance Depart	ment)	
	This expend	diture was included in the	annual budget.		
	Funds for th	nis were encumbered from	the	Fund in	
×	is chargeabl	le and there is a cash balar	nbered to the credit of the appropriation nce otherwise unencumbered in the tro to provide for the obligation herein a	easury to the credit of the	ure fund from which
	Funds sufficient for this expenditure will be/were appropriated by Ordinance #				
X	Funds suffic	cient for this appropriation	n are available from the source indicat	ted below.	
	Account N	lumber:	Account Title:	Amount Not to Exceed	
	004-	9999-47040	Reimbursement Dan	nage 3277	1.68
	This award	is made on a need basis ar	and does not obligate Jackson County to ecessity, be determined as each using	to pay any specific amount	nt. The availability of
	This legisla	tive action does not impac	t 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:	February 9, 2016	48		ORD#	4825
Depart	tment / Division	Character/Description	From	To)
Special Road	& Bridge Fund - 004				
9999 - Miscella	aneous	47040 - Reimbursement Damage Claim	3,277.68	· -	
2810		Undesignated Fund Balance			3,277.68
2810		Undesignated Fund Balance	3,277.68		
4201 - Sheriff		56530 - Maint & Repair Autos	<u>.</u>		3,277.68
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Mary Romussen

OFFICE OF THE JACKSON COUNTY SHERIFF



SHERIFF MIKE SHARP

COLONEL HUGH L. MILLS COLONEL BEN C. KENNEY

INTER OFFICE COVER SHEET

Central Auto Center

HAR-100-2

003581 JACKSON COUNTY 415 E 12th St Ste 105 Kansas City, MO 64106-2706

Attention: This remittance incorporates claim payments

Special Handling ID: RM

Exp	lanation	of	Benefits

Page 1 of 1

Invoice Numb	er Claim Numb		Insured Na Claimant N		Amount Paid
- W	Y35AP 58208 10-21-15	DARLENE SII JACKSON CO			\$3,277.68
Nature of Paymer ge (Auto)	nt: Coverage - Prope	rty Damage Liability P	ayment Reason - Da	ama	Service Dates
Additional Comm	ents:				
	: Twin City Fire Insurance DANIEL BUMGARNER		8772303084	4 x2303874	
Oleten Onedaw	Central Auto Center				
Claim Center:	P.O. BOX 14264 Lexington, KY 40512-4	264			
	P.O. BOX 14264		any questions on this pat	ticular claim.	

Please keep the above information for your records.

108867524

FOLD AT DOTTED LINE AND DETACH

Central Auto Center P.O. BOX 14264 Lexington, KY 40512-4264 8772303084 x2303874

Check Number: 110394280 8

Issue Date: 01-07-16

\$******3,277.68

JPMorgan Chase Bank, N.A. Columbus, OH 43085

THREE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS AND 68/100

PAY

JACKSON COUNTY

TO THE

415 E 12th St Ste 105

ORDER

Kansas City, MO 64106-2706

Authorized Signature

108867524

OFFICE OF THE SHERIFF

JACKSON COUNTY

INTER-OFFICE MEMO

TO: Capt. David Epperson #7 (via chain of command)

FROM: Deputy Randall E. Vestal #60

DATE: 02-01-2016

SUBJECT: Vehicle Damage Repair to Vehicle #9020

Capt. Epperson,

On 10-21-2015 at 1507 hours, Deputy Moyer's assigned patrol vehicle (V#9020, a 2014 Dodge Charger, VIN: 2C3CDXKT2EH371539) was struck in the rear end by another vehicle while stopped at a red traffic control signal at 7 Highway and Hearnes Rd in Blue Springs, Missouri. See Missouri Uniform Accident Report #15-06971 for further details.

On 1-7-2016 the above individuals insurance company (Twin City Fire Insurance Company) accepted full responsible for the incident and on 2-1-2016 issued a claim's check for the amount of 3,277.68 which will cover the cost to repair the damages. See attached copy of claims check / acceptance letter.

Therefore, I am requesting that a RLA be written in order to have the claim money transferred over to the Sheriff's vehicle maintenance line item in order to cover the cost to repair Deputy Moyer's patrol vehicle.

Respectfully submitted,

Deputy Randall E. Vestal #60 / DSN: 0390

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$130,000.00 from the undesignated fund balance of the 2016 Federal Forfeiture Fund to cover the costs of a vehicle and office furniture for use by the Multi-Jurisdictional Drug Task Force.

ORDINANCE NO. 4826, February 22, 2016

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Multi-Jurisdictional Drug Tax Force desires to purchase a vehicle and office furniture from existing term and supply vendors; and,

WHEREAS, an appropriation is necessary to place funds available in the Federal Forfeiture Fund in the proper 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 2016 Federal Forfeiture Fund be and hereby is made:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	<u>FROM</u>	<u>TO</u>
Federal Forfeiture Fund Drug Task Force			N
047-2810	Undesignated Fund Balance	\$130,000	
047-4151 047-4151	58120 - Vehicles 58150 - Furniture		\$ 30,000 \$100,000

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive. APPROVED AS TO FORM: lef Deputy County Counselor County Counselor I hereby certify that the attached Ordinance, Ordinance No. 4826 introduced on , 2016 by the 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. 4826. Frank White, Jr., County Executive Date Funds sufficient for this appropriation are available from the sources indicated below. ACCOUNT NUMBER: 047 2810 ACCOUNT TITLE: Federal Forfeiture Fund **Undesignated Fund Balance** \$130,000.00 NOT TO EXCEED:

Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: RESEOrd No.: 4826

Sponsor(s): Dan Tarwater III

Date:

February 22, 2016

SUBJECT	Action Requested			
	Resolution			
	⊠ Ordinance			
	Project/Title: Ordinance to appropriate \$130,000 from t	he undesignated fund balance of t	he forfeiture fund to	
	purchase new cubicles and chairs for the JCDTF facility	and purchase a vehicle.		
BUDGET INFORMATION	Amount outhouized by this logislation this finest year	\$120,000		
To be completed	Amount authorized by this legislation this fiscal year: Amount previously authorized this fiscal year:	\$130,000		
By Requesting	Total amount authorized after this legislative action:	\$130,000		
Department and	Amount budgeted for this item * (including	\$		
Finance	transfers):			
	Source of funding (name of fund) and account code number;			
	FROM	FROM ACCT		
	047-2810 – Forfeiture Fund – Undesignated Fund	\$130,000		
	Balance			
	TO	TO ACCT		
	047-4151-58120 – Forfeiture Fund – Drug Task	\$30,000		
	Force – Vehicles			
	047-4151-58150 – Forfeiture Fund – Drug Task	\$100,000		
	Force - Furniture	\$100,000		
	* If account includes additional funds for other expenses, total budgete	ed in the account is: \$		
	OTHER FINANCIAL INFORMATION:			
	C Na band and in control of Construction of Co			
	 ☐ No budget impact (no fiscal note required) ☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: 			
	Department: Estimated Use: \$	<i>3 7</i> ,		
	Prior Year Budget (if applicable):			
	Prior Year Actual Amount Spent (if applicable):			
PRIOR				
LEGISLATION	Prior ordinances and (date):			
	Prior resolutions and (date):			
CONTACT				
INFORMATION	RLA drafted by (name, title, & phone): Danny Cummin	gs, OIC, 816.503.4725		
REQUEST SUMMARY	The Jackson County Drug Task Force is in need of new	cubicles and deck chairs ICDTE	is also in need of a	
SOWIWIAKT	vehicle. These are estimated amounts. Please appropriate			
	forfeiture fund (047-2810) into the following accounts:	,		
	620,000 047 F6-t F 1 4161 F 7 1 1	50120 Waldala		
	\$30,000 – 047 – Forfeiture Fund; 4151 – Drug Task For \$100,000 – 047 – Forfeiture Fund; 4151 – Drug Task Fo			
CLEARANCE	Tax Clearance Completed (Purchasing & Department			
	Business License Verified (Purchasing & Department			

	•	Chapter 6 Complian	ce - Affirmative Action/Prevailing Wa	age (County Auditor's Of	ffice)	
ATTAC	CHMENTS	Tactical Technologies Inc. Quote				
REVIE	Department Director: Date: 2/4/3			Date: 2/4/16		
		Finance (Budget Approv	an:		Date: 2/10/16	
		Division Manager:	Mary Jow Brown		Date:	
		County Counselor's Offi	ce:		Date:	
Fiscal	Informatio	on (to be verified by B	udget Office in Finance Depart	ment)		
	This expend	diture was included in the	annual budget.			
	Funds for the	ands 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 #					
\boxtimes	Funds sufficient for this appropriation are available from the source indicated below.					
	Account N	Number:	Account Title:	Amount Not to Exceed:		
	047-2810		Forfeiture Fund – Undesignated Fund Balance	\$130,000		
	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.			nt. The availability of		
	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: February 10, 2016			ORD# 4826
Department / Division	Character/Description	From	То
Federal Forfeiture Fund - 047	:		i
	2810 - Undesignated Fund Balance	130,000	
4151 - JC Drug Task Force	58120 - Vehicles		30,000
4151 - JC Drug Task Force	58150 - Furniture	bi-	100,000
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Budgeting

2/10/16

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the extension of the Agreement funded by the Anti-Drug Sales Tax Fund, with Healing House of Kansas City, for the furnishing of anti-drug treatment activities and purposes, at no additional cost to the County.

RESOLUTION NO. 19073, February 22, 2016

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolution 18885, dated July 13, 2015, the Legislature did authorize the execution of an Agreement with Healing House of Kansas City, for the furnishing of anti-drug treatment activities and purposes, for the period August 1, 2015, through December 31, 2015, at a cost to the County in the amount of \$70,000.00; and,

WHEREAS, the COMBAT staff has recommended that the County Executive be authorized to extend the Agreement with Healing House for an additional six months, through June 30, 2016, at no additional cost to the County; and,

WHEREAS, the recommended extension will allow this agency to utilize the allocation provided to it in 2015; 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 extension to the Agreement with Healing House, until June 30, 2016, 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:	1111
Chief Deputy County Counselor	County Counselor
Certificate of Passage	
I hereby certify that the attached reso 2016, was duly passed on	lution, Resolution No. 19073 of February 22 , 2016 by the Jackson County ows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/@mkNo.: 19073

Sponsor(s):

Dan Tarwater III

Date:

February 22, 2016

SUBJECT	Action Requested X Resolution Ordinance				
	Project/Title: A Resolution authorizing the extension of the agreement with Healing House of Kansas City funded by the Anti-Drug Sales Tax Fund, which engages in anti-drug treatment activities and purposes, at no additional cost to the County.				
BUDGET					
INFORMATION	Amount authorized by this legislation this fiscal year:	\$0.00			
To be completed	Amount previously authorized this fiscal year:	\$0.00			
By Requesting	Total amount authorized after this legislative action:	\$0.00			
Department and Finance	Amount budgeted for this item * (including transfers):				
	Source of funding (name of fund) and account code number;	\$0.00			
	* If account includes additional funds for other expenses, total budgeted in the account is: \$				
	OTHER FINANCIAL INFORMATION:				
2.	No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$				
	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):				
PRIOR LEGISLATION	Prior ordinances and (date):				
	Prior resolutions and (date): #18885, July 13, 2015				
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Carol Lillis, Office Administrator, 881-1415				
SUMMARY	A Resolution authoring the extension of the agreement for an additional six months with Healing House of Kansas City funded by the Anti-Drug Sales Tax Fund, which engages in anti-drug treatment activities and purposes, at no additional cost to the County.				
	Background: The Anti-Drug Sales Tax fund authorizes the County to execute agreements and contracted service for the purpose of providing anti-drug treatment initiatives in the community.				
	Previous legislation was authorized for the funding of this program. This agency has not fully utilized its allocation and allowing them to expend their contract will allow the fund to be utilized in providing services to Jackson County citizens.				

CLEAR	ANCE	 □ Tax Clearance Completed (Purchasing & Department) □ Business License Verified (Purchasing & Department) □ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) 					
ATTAC	TTACHMENTS						
REVIEW		Department Director: Finance (Budget Approv	why a		Date: 2-2-2016 Date:		
		If applicable	NA' Mary K	asmussen	Date:		
		Division Manager:	my You Brown		a/17/16		
		County Counselor's Off	ice!		Daté:		
Fiscal 1	Informatio	on (to be verified by B	Budget Office in Finance De	epartment)			
	This expenditure was included in the annual budget.						
	Funds for the	for this were encumbered from theFund in					
	is chargeab	le and there is a cash bala	nbered to the credit of the appropriate otherwise unencumbered in to to provide for the obligation here.	he treasury to the credit of the			
	Funds sufficient for this expenditure will be/were appropriated by Ordinance #						
	Funds sufficient for this appropriation are available from the source indicated below.						
	Account N	Number:	Account Title:	Amount Not to Excee	d:		
		6					
			nd does not obligate Jackson Connecessity, be determined as each				
П	This legislative action does not impact the County financially and does not require Finance/Budget approval.						

REQUEST FOR EXTENSION OF SELECTED 2015 CONTRACT

Treatment - 4404

Healing House

Contract was not awarded until July 2015.

\$27,500.00



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

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

Drug Commissioners:

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

Fax: (816) 881-1416

To: Mary Lou Brown

From: Carol Lillis

Subject: RLA - Healing House Extension Contract

Attached is an RLA for extending Healing House 2015 funding for 6 months for the total amount of \$27,500.00. By doing so the 2016 COMBAT treatment dollars will extend further.

Healing House's program didn't start until after the contract was awarding in July of 2015

If you have any questions, please feel free to contact me at clillis@jacksongov.org or at 816-881-1415.

Thank you

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement with ArtsTech of Kansas City, MO, for the Prosecutor's Office MyARTS Program, at a cost to the County not to exceed \$142,500.00.

RESOLUTION NO. 19074, February 22, 2016

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, ArtsTech is a not-for profit organization that oversees and implements the MyARTS program, in cooperation with the Jackson County Prosecuting Attorney's Office; and,

WHEREAS, the MyARTS Program is a drug prevention program that has proven to be a model for decreasing usage of drugs, while graduating youth to higher levels of education; and,

WHEREAS, the Prosecuting Attorney recommends a Cooperative Agreement with ArtsTech of Kansas City (Jackson County), MO, for oversight and implementation of the MyARTS Program for the period of January 1, 2016, through December 31, 2016, at a cost to the County not to exceed \$142,500.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Cooperative Agreement with ArtsTech, for the Prosecutor's Office MyARTS Program, 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: Certificate of Passage I hereby certify that the attached resolution, Resolution No. 19074 of February 22, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows: Yeas _____ 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: 800 4156 56080 ACCOUNT TITLE: Anti-Drug Sales Tax Fund Community Crime/Drug Prevention Program Other Professional Services

Acting 11,2016

NOT TO EXCEED:

Director of Finance and Purchasing

\$142.500.00

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/OrdxNo.: 19074

Sponsor(s):
Date:

Dan Tarwater III Feb. 22, 2016

SUBJECT Action Requested ■ Resolution Ordinance Project/Title: Requesting a resolution authorizing the County Executive to enter into an Agreement with Arts Tech in the amount of \$142,500. BUDGET **INFORMATION** Amount authorized by this legislation this fiscal year: \$142,500 To be completed Amount previously authorized this fiscal year: By Requesting Total amount authorized after this legislative action: \$142,500 Department and Amount budgeted for this item * (including \$142,500 Finance Source of funding (name of fund) and account code number; **FROM** FROM ACCT Anti-Drug Sales Tax Fund 008; Prosecutor \$142,500 Community Crime/Drug Prevention-4156; Other Professional Services 56080 * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): PRIOR LEGISLATION Prior ordinances and (date): Prior resolutions and (date): 18752 3/9/15 CONTACT **INFORMATION** RLA drafted by (name, title, & phone): Gina Robinson, Chief of Operations, 881-3369 REQUEST Resolution authorizing the County Executive to enter into an agreement with Arts Tech in the amount **SUMMARY** of \$142,500. Contact person is Dave Sullivan, 1522 Holmes, Kansas City, Missouri 64108. In cooperation with the Jackson County Prosecutor's Office, the MyARTS Program, Arts Tech will facilitate the payroll for MyARTS apprenticeships and contracts with various artists. Attached is the budget and proposal. The MyARTS program has a strong emphasis on anti-drugs through speakers and various workshops. Additionally, MyARTS participates in Drug Awareness month. The term on this agreement is January 1, 2016 through December 31, 2016. Funds should be allocated from 008-4156-56080 through monthly payments.

CLEA	RANCE	☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)			
ATTA	CHMENTS		**		
REVIEW		Department Director: Jun Peters Baker		Date: 1/28/16	
		Finance (Budget Approval): If applicable		Date: 2.2.16	
		Division Manager: Mour Sow Brown		Date: 2/17/16	
County Counselor's Office:			ce:		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 N	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.				nt. The availability of
	This legislative action does not impact the County financially and does not require Finance/Budget approval.				

MyARTS 2016 Budget

Category	Costs	Notes
		Costs include salaries, payroll taxes, and
		supplies for up to 60 high school art
Youth Payroll Expenses	\$ 97,500.00	apprentices
		Costs include liability insurance,
		Workmens' Compensation, payroll taxes,
Administrative Services	\$ 45,000.00	payroll preparation, employee support, etc.
Total	\$ 142,500.00	

Arts Tech's Roles and Responsibilities: MyARTS 2016

Roles and Responsibilities

ArtsTech's role is to provide a safe, secure, clean, and usable space to operate the MyARTS program and manage the building where young adults will be working ArtsTech will:

- 1. ArtsTech will make available 1,600+ square feet to house the ceramics and visual art studios and offer store space and access to gallery for art shows.
- 2. ArtsTech will pay for the utilities, liability insurance, janitorial service, maintenance, and provide ample parking for employees.
- 3. Provide technology service including networking and computer setup services.

ArtsTech will also serve as MyARTS employer. ArtsTech will be responsible for:

- 1. Recruiting and hiring of eligible youth employees
- 2. Submitting employment information to IRS, State of Missouri, and the City of Kansas City, Missouri
- 3. Paying employees bi-monthly according to ArtsTech's policies and procedures
- 4. Maintain employee timesheets and pertinent records
- 5. Secure Workmen's Compensation Insurance
- 6. As employees of ArtsTech, youth workers will be subject to all employment policies and procedures including but not limited to work schedule, evaluations, grievances, substance abuse, and termination
- 7. Providing employee data to authorized officials including monthly budget update reports
- 8. Assist COMBAT in accurately and timely completing required paperwork

Cost for salaries, payroll expenses, supplies and employment administration for MyARTS apprentices is **\$155,000**.

DAVID J. SULLIVAN

725 Winterhill Lane, Lee's Summit, MO 64081 Telephone: Home- (816) 524-4842 Office-(816) 461-0201 Email address: davesullivan@artstech-kc.org

PROFESSIONAL OBJECTIVE

To have a positive professional and personal influence on as many members of my community as possible. I plan to achieve this goal through my work in non-profit administration, policy development, urban leadership, and community involvement.

EDUCATIONAL BACKGROUND

University of Missouri-

Interdisciplinary Ph.D. Candidate

Kansas City

Urban Leadership/Public Affairs and Administration -All

coursework and written exams completed

University of Wisconsin-

M.S. - May 1977

Whitewater

Guidance and Counseling

University of Wisconsin-Whitewater B.S. - August 1974

Psychology

PROFESSIONAL EXPERIENCE

Executive Director

ArtsTech (formerly Pan-Educational Institute) 1998 – Present 1522 Holmes Street, Kansas City, Missouri 64108-1536

Responsibilities

- ◆ Lead and direct personnel, finances, program development, and board relations. From 1998 2000, I was also the interim executive director for the Alternative Schools Network Association (ASNA) and Move UP, Inc. (Move Up is the merged organization between Ad Hoc Group Against Crime and Project Neighborhood). Both organizations now have permanent directors.
- ♦ Direct ArtsTech, a center for youth enterprise. ArtsTech houses and works collaboratively with COMBAT'S MyARTS programd, Storytellers, and other youth development agenicies.
- ♦ Project Drector, Arts in Education Model Development and Dissemination grant a 3-year initiative to design, implement, and disseminate integrated art model for middle schools
- ♦ Administer the "Sentenced to the Arts" Project and the KC Futures 150 Internship Program. These initiatives are a collaborative venture among the City of KCMO, the Jackson County Prosecutor's Office COMBAT, Jackson County Family Court, Full Employment Council, Alternative Schools Network Association, and Pan-Educational Institute.
- ♦ Led the expansion of the Computer Redistribution Program that distributes refurbished computer equipment to individuals with disabilities, senior citizens, at—risk youth, and organizations that serve this special population. Since 1999, PEI went from distributing 150 computers a year to 700+ in 2002.

- ◆ Act as Director of Operations: Assist with contracting, scheduling, data gathering and reporting with MyArts.
- Facilitated the creation of a new alternative school for juvenile offenders in Wyandotte County, Kansas. The Transition Resource Education Center is in its first year of operation.

Associate Director

DeLaSalle Education Center

1993 to 1998

Responsibilities:

- ◆ Director, New Learning Community School (NLCS), June 1994 -December 1997. NLCS was a public/private venture among nine public school districts and DeLaSalle. Responsibilities included fund raising, budgeting, program evaluation and expansion, facility management, hiring of principal, and governance board development.
- ◆ Directed four (4) collaborative ventures that includes the following partners: Alta Vista Education Center, Guadalupe Center, Inc., Bosco Education Center, Kansas City Missouri School District, Jackson County Family Court, Detention School, Hilltop School, and the Lee's Summit School District.
- ♦ Directed DeLaSalle's National Center for Children At-Risk training program. Lead consultant for Helena-West Helena School District in Arkansas. Consultant areas include teacher training, strategic planning, and operations management.
- ◆ Coordinated development of Northtown Consortium; a new school for severely disruptive students. Phoenix Academy began in 1997.
- ♦ Consultant to Independence School District to develop and manage alternative high school on their Andrew Drumm Farm campus.

Principal

DeLaSalle Education Center

1988-1993

Responsibilities:

- ♦ Directed 500+ student population, 3+ million dollar budget, 85+ staff, three school sites, and two group homes.
- Managed school's discipline policies and procedures
- Oversaw school's maintenance and capital improvements
- ♦ Provided oversight of school's accreditation and compliance requirements
- ◆ Administered Comprehensive Substance Abuse Treatment and Rehabilitation Program (C-STAR)

Accomplishments: As part of The DeLaSalle Team:

- Student enrollment expanded 300% from 1988 through 1993
- ♦ Most graduates 1992 and 1993
- ♦ National Community Substance Abuse Award -1993
- National Job Training Partnership Act Award 1988

Responsibilities:

- ♦ Developed, implemented, and administered comprehensive counseling and social service programs which included substance abuse and homicide/suicide prevention programs.
- ♦ Administered Job Training Partnership Act Grant
- ♦ Administered Vocational Rehabilitation Program
- Supervision and evaluation of professional staff

Adjunct Instructor

Kansas City, KS Community College,

Summer 1989

PROFESSIONAL WRITINGS, PRESENTATIONS, MEMBERSHIPS and AWARDS

- ◆ Panelist NETWORK Conference October 2007
- ◆ 1999 2006 Board Member, Niles Home For Children
- ♦ 2001 Present Board Member, Our Lady's Montessori School
- ◆ 2002 COMBAT Distinguished Service Award
- Move Up's Outstanding Service Award Recipient
- ♦ 1996 Up and Comer Award recipient
- ♦ Kansas City Tomorrow Alumnus Year XV
- ♦ 1996 National Dropout Prevention Conference, Presenter
- ♦ 1995 Commencement Speaker, Andrew Drumm High School
- ♦ 1995 Commencement Speaker, Alta Vista Education Center
- ♦ National Juvenile Justice Conference, Richmond, KY Presenter Effective Schools Research and "The DeLaSalle Education Center Model" September 1992
- State of Wisconsin, Education Conference Keynote Speaker January 1992
- ♦ The 38th Annual National Conference On Alcohol and Drug Problems: "A Predictor of Homicidal/Suicidal Tendencies"
- ◆ "The DeLaSalle Program" presented at the First National Conference On Alcohol and Drug Abuse, Washington, DC - August 1986
- ♦ Developed Sullivan Comprehensive Abuse Screening Inventory 1988
- ♦ Selected Missouri Federation of Parents for Drug Free Youth 1988 Conference Chairperson
- ♦ Community Service Award Boy Scouts of America -1987
- ♦ Community Service Award National Council On Alcoholism and Drug Abuse, 1977
- ♦ Interviewed by NBC Nightly News with Tom Brokaw, New York Times, and USA Today
- ◆ Project Neighborhood, Executive Member of the Board of Directors, 1990 1999, Chairperson Prevention Committee, Treasurer
- ◆ The School Community Drug Abuse Prevention/Health Education Council, Member 1987 to 1992 - Vice Chairman 1990 - 1992
- Kansas City Task Force On Drug Abuse, Member 1986 to 1991
- ♦ Western Missouri Mental Health Center, Advisory Board Member- 1982 to 1988, Chairman 1983 to 1985

References

Mr. Jim Pyle, Pension Systems Manager Kansas City Missouri Police Retirement System 1328 Agnes Kansas City, Missouri 64127 Tel. # 816-482-8157

Mr. Alvin Brooks Mayor Pro-Tem, City of Kansas City Missouri 412 East 12th Street Kansas City, Missouri 64106 Tel. # 816-513-1602

Mr. Robert Dunn, Vice President Dunn Construction Group 929 Holmes Tel. # 816-391-2521

Mr. Carl DiCapo, President Liberty Memorial Association Union Station Kansas City, Missouri 64108 Tel. # 816 456-2343

Dr. Jim Dougherty Executive Director DeLaSalle Education Center 3740 Forest Kansas City, Missouri 64109 Tel. # 816-561-3312

Mr. Richard Phillips, Executive Director Missouri Student Success Network 5000 NW Valley View Road Blue Springs, Missouri 64015 Tel. #816-224-4388, ext. 317

Fiscal Note:

This expenditure was included in the Annual Budget.

PC#	

Date:	February 2, 2016		RES# 19074
	Department / Division	Character/Description	Not to Exceed
Anti-Dr	ug Sales Tax Fund - 008		
<u>4156 - F</u>	Pros. Comm. Crime/Drug Prev.	56080 - Other Professional Services	142,500
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-		-	142,500
			142,000

Budgeting Z-2-16

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Cooperative Agreements with Hope House, New House, and Rose Brooks domestic violence shelters in order to provide assistance to victims of domestic violence during 2016, at an aggregate cost to the County not to exceed \$90,000.00.

RESOLUTION NO. 19075, February 22, 2016

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, Hope House, New House, and Rose Brooks domestic violence shelters are not-for-profit organizations providing assistance to victims of domestic violence; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of Jackson County to provide assistance to the victims of domestic violence through funding of these shelters; and,

WHEREAS, pursuant to section 8700., <u>Jackson County Code</u>, the Board of Domestic Violence Shelters was established to administer the distribution of fees collected pursuant to state statutes and the Code; and,

WHEREAS, pursuant to section 455.215.2, RSMo, on or before November 15, 2015, the Board or its designee must have provided written notification to any domestic violence shelter that has applied for funding, whether it is eligible to receive funds, and if it is eligible, the amount available from the fees collected; and,

WHEREAS, the Board met October 19, 2015, and recommended an allocation of

\$90,000.00 of the projected 2016 budget revenues to be divided equally between the three eligible shelters, Hope House, New House, and Rose Brooks, in the amount of \$30,000.00 each after January 1, 2016, and has provided the shelters tentative notification of the same; and,

WHEREAS, the Board will hold a second meeting in June 2016 to recommend allocation of the remaining 2016 revenues based on further revenue projections, for distribution to the three eligible shelters; and,

WHEREAS, the Board recommends that the County Executive be authorized to execute cooperative agreements effective as of January 1, 2016, in the amount of \$30,000.00 each, at an aggregate cost to the County not to exceed a total of \$90,000.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive is authorized to execute the Agreements, in a form to be approved by the County Counselor, with Hope House, New House, and Rose Brooks domestic violence shelters for 2016 in the amount of \$30,000.00 each, at a total cost to the County not to exceed \$90,000.00; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing 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 FOR	M;	10 0 0
Chief Deputy County Cou	nselor	County Counselor
Certificate of Passage		
I hereby certify that 2016, was duly passed on County Legislature. The v	the attached resolution	ition, Resolution No. 19075 of February 22, , 2016 by the Jackson as follows:
Yeas		Nays
Abstaining	<u>-</u>	Absent
Date		Mary Jo Spino, Clerk of Legislature
expenditure is chargeable	and there is a cas ne fund from which	o the credit of the appropriation to which the h balance otherwise unencumbered in the payment is to be made each sufficient to
ACCOUNT NUMBER: ACCOUNT TITLE:	041 7101 5679 Domestic Abuse F Domestic Abuse P Other Contractual	und rogram
NOT TO EXCEED;	\$90,000.00	
Astrian 11,2010	<u>6</u> _	Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

CLEARANCE

Completed by County Counselor's Office:

Res/Qrd No.: 19075

Sponsor(s):

Date:

Scott Burnett Feb. 22, 2016

SUBJECT Action Requested Resolution Ordinance Project/Title: A Resolution authorizing the County Executive to execute Cooperative Agreements with Hope House, New House, and Rose Brooks domestic violence shelters in order to provide assistance to victims of domestic violence during 2016, at an aggregate cost to County not to exceed \$90,000.00. BUDGET **INFORMATION** Amount authorized by this legislation this fiscal year: \$90,000.00 To be completed Amount previously authorized this fiscal year: \$0 By Requesting \$90,000.00 Total amount authorized after this legislative action: Department and Amount budgeted for this item * (including \$140,798.00 Finance transfers): Source of funding (name of fund) and account code FROM ACCT number; FROM / TO 041-7101-56790 041-7101-56790 \$90,000.00 Domestic Abuse Fund TO ACCT Domestic Violence Assistance Other Contractual Services * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): \$140,248.00 Prior Year Actual Amount Spent (if applicable):\$140,248.00 PRIOR LEGISLATION Prior ordinances and (date): Prior resolutions and (date): Res. 18751, 2/26/2015 CONTACT INFORMATION RLA drafted by (name, title, & phone): Jay Haden, 881-3150 REOUEST Pursuant to section 8700, Jackson County Code, the Board of Domestic Violence Shelters was established to SUMMARY administer the distribution of fees collected pursuant to state statutes and the Code. Fees to support the domestic violence shelters come from \$5 on each marriage license application and \$2 on each civil court filing. The Board is required to distribute funds twice a year. The Board of Domestic Violence Shelters met on October 19, 2015, and voted to recommend an allocation of \$90,000.00 of the projected 2016 budget revenues to be divided equally between the three eligible shelters, Hope House, New House, and Rose Brooks, in the amount of \$30,000.00 each, after January 1, 2016. The Board will meet again in June 2016 to determine the allocation for the second half of 2016.

	Tax Clearance Completed (Purchasing & Department)				
		Business License Verified (Purchasing & Department) Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)			
ATTA	TTACHMENTS			34	
REVI	EW	Department Director:			Date:
		Finance (Budget Approv If applicable	ral): Mary Rasmu	nen	Date: 22/16
		Division Manager:	y You Brown		Date: 2/18/16
		County Counselor's Offi	ice: /		Date:
Fisca		on (to be verified by B	annual budget.	tment)	
	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 N	Number:	Account Title:	Amount Not to Exceed	
			nd does not obligate Jackson County accessity, be determined as each using		nt. The availability of
	This legisla	tive action does not impac	et the County financially and does no	t require Finance/Budget	approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

Date:	February 2, 2016		RES#	19075
Departmen	nt / Division	Character/Description	Not t	o Exceed
Domestic Abuse Fu	und - 041			
7101 - Domestic Vio	elence Assistance	56790 - Other Contractual Services		90,000
<u> </u>	e		-	
			-	
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			-a s	
-			- -	······································
	-			
				90,000

Mary Rasmussen

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a four-month contract for the furnishing of comprehensive medical, dental, and pharmaceutical services for the inmates housed at the Jackson County Detention Center and the Regional Correctional Center for use by the Department of Corrections to Correctional Healthcare Companies of Greenwood Village, CO, under the terms and conditions of Request for Proposals No. 77-12, at a cost to the County in the amount of \$756,232.00.

RESOLUTION NO. 19076, February 22, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Resolution 18048, dated January 7, 2013, the Legislature did award a thirty-six month contract with two twelve-month options to extend for the furnishing of comprehensive medical, dental, and pharmaceutical services for the inmates housed at the Jackson County Detention Center and the Regional Correctional Center for use by the Department of Corrections with Correctional Healthcare Companies of Greenwood Village, CO, under the terms and conditions of Request for Proposals (RFP) No. 77-12; and,

WHEREAS, by Ordinance 4689, dated November 17, 2014, the Legislature did authorize an Inter-governmental Cooperative Agreement with the City of Kansas City, Missouri for the furnishing of inmate housing for detainees of the Kansas City Police Department; and,

WHEREAS, RFP No. 77-12 did not include pricing for the additional detainees from the Kansas City Police Department and needs to be re-bid; and,

WHEREAS, the Director of Finance and Purchasing is requesting the award of a fourmonth contract for the furnishing of comprehensive medical, dental, and pharmaceutical services to Correctional Healthcare Companies, at a cost to the County in the amount of \$756,232.00; and,

WHEREAS, the requested contract will cover the increased costs associated with the additional staff and services, while allowing the County's Finance and Purchasing Department adequate time to evaluate bid responses and submit the recommended award for Legislative approval; now therefore,

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

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

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

APPROVED AS TO FOR	M:	10/	7 1 1
Chief Debuty County Cou	zdl nselor	County Counselor	Mikan
Certificate of Passage			
I hereby certify that 2016, was duly passed of County Legislature. The			19076 of February 22, 2016 by the Jackson
Yeas	Nays		
Abstaining	Abse	nt	
Date	Mary	Jo Spino, Clerk of L	egislature
There is a balance otherwine expenditure is chargeable treasury to the credit of the provide for the obligation is	e and there is a cash ne fund from which p	balance otherwise	unencumbered in the
ACCOUNT NUMBER: ACCOUNT TITLE:	Health Fund Corrections		
NOT TO EXCEED:	Other Contractual \$ \$756,232.00	Services	
February 11,20	0/6	or of Finance and F	Purchasing
Dale /	Direct	or or Finance and P	านเปลือเก่น

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

RestOndsNo.: 19076

Sponsor(s):

Alfred Jordan

Date: Feb. 22, 2016 **SUBJECT Action Requested** ■ Resolution Ordinance Project/Title: Authorizing a Four Month Extension of Contract No. 77-12 for the furnishing of Comprehensive Medical, Dental and Pharmaceutical Services for the Inmate Population of the Jackson County Detention Center and Regional Correctional Center with Correctional Healthcare Companies of Nashville, TN BUDGET INFORMATION Amount authorized by this legislation this fiscal year: \$756,232.00 To be completed Amount previously authorized this fiscal year: By Requesting Total amount authorized after this legislative action: \$756,232.00 Department and Amount budgeted for this item * (including transfers): \$756,232.00 Finance Source of funding (name of fund) and account code number: 002-2701-56790 Health Fund, Corrections, Other Contractual Services \$756,232.00 If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract; Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): PRIOR Prior ordinances and (date): 0.#4689, 11/17/2014 Prior resolutions and (date): 18048, January 7, 2013 **LEGISLATION** CONTACT **INFORMATION** RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253 REQUEST **SUMMARY** The Director of Finance and Purchasing requests the authorization for a Four Month Extension of Contract No. 77-12 for the Comprehensive Medical, Dental and Pharmaceutical Services for the Inmate Population of the Jackson County Detention Center and the Regional Correctional Center. Resolution No. 18048 was passed on January 7, 2013 awarding a Thirty-Six Month Contract with two twelve month options to extend, for the furnishing of Comprehensive Medical, Dental and Pharmaceutical Services for the Inmate Populations of the Jackson County Detention Center and Regional Correctional Center under the terms and conditions of Request for Proposal No. 77-12. The current contract does not provide for the Kansas City Police Department population and must be rebid. Although the new bid has been issued, it does not open until late February 2016. The requested extension will allow the County the necessary time to evaluate responses and award the new contract as well as accommodate the cost increases for additional staff and services. CLEARANCE Tax Clearance Completed (Purchasing & Department) Business License Verified (Purchasing & Department) Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) **ATTACHMENTS** Memorandum from Laura Scott, Assistant Director of Administration, Corrections and a quote from Correctional Health Care. REVIEW Department Director: ccumm Finance (Budget Approval): Date: If applicable Division Manager County Counselor's Office

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

Jackson County Department of Corrections MEMO



To:

Barbara Casamento, Purchasing Supervisor

CC:

Joseph Piccinini, Director; Rex Tarwater, Deputy Director;

Brian Johnson; Health & Behavioral Services Compliance Mgr.

Date:

1/7/16

From:

L.J. Scott, Asst Director of Administration

Subject: Month to Month Medical Contract Extension

Since the current medical contract does not provide for the additional services necessary to accommodate the needs of the KCPD population, particularly related to staffing, the Department of Corrections must go out to bid. Please consider this request: that the Purchasing Department extend the current medical contract on a month to month basis, while also accommodating an increase in costs for supplemental staffing in the amount of \$7,400 a month as requested by CCS/CHC. This month to month contract will be in effect throughout the conclusion of the RFP process, and is expected to last 3 to 4 months. Please see "CHC Supplemental Staffing and Extension Request – Inmate Health Care" sent on January 5, 2016.



January 5, 2016

Ms. Laura Scott, Assistant Director of Administration Mr. Joe Piccinini, Director Jackson County Detention Center 1300 Cherry Street Kansas City, MO 64106

RE: Supplemental Staffing and Extension Request – Inmate Health Care

Dear Ms. Scott:

Correct Care Solutions (CCS), through our affiliated company Correctional Healthcare Companies (CHC), is proud to be the provider of medical services for the detainees in Jackson County Detention Center (JCDC).

Per discussion, we understand that the County and Corrections are in the process of finalizing a Request for Proposals (RFP) to incorporate the additional scope of care for arrestees previously processed through Kansas City Police Department (KCPD). We are thankful for the opportunity to propose a comprehensive, effective program to meet this scope and look forward to a long, productive partnership with Jackson County Corrections Department (JCCD).

CHC is amendable to a contract extension to ensure coverage throughout the conclusion of the RFP process. Until a new contract is entered encompassing the additional scope, CHC requests consideration of additional staffing in order to continue provision of healthcare to our patients in JCDC:

- 24 hours per week RN coverage (12-hour shift on Saturday and Sunday)
- 24 hours per week LPN coverage (12-hour day shift on Saturday and Sunday)

The cost of this supplemental coverage is \$7,400 per month, for a total base monthly amount of \$189,058.

	Monthly Cost
Current Contract Rate	\$181,658.00
Application of Supplemental Staffing	\$7,400.00
New Contract Rate effective February 1, 2016	\$189,058.00

If you have any questions, please feel free to contact me directly via cell phone at (615) 268-8881.

Best Regards

Gina M. Rose

Senior Director of Client Services

Cc:

Lynn Philpott, CCS/CHC Regional Vice President Colleen Oakes, CCS/CHC Regional Manager

Teresa Mathis, CCS/CHC Health Services Administrator

Fiscal Note:

This expenditure was included in the Annual Budget.

	PC#	€	
Date:	February 2, 2016		RES# 19076
	Department / Division	Character/Description	Not to Exceed
Health	Fund - 002		
2701 -	Corrections	56790 - Other Contractual Services	756,232
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756,232

Dudgeting

2.2.16

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Employment Agreement with Dr. Diane Peterson, M.D. to serve as the Medical Examiner for Jackson County.

RESOLUTION NO. 19077, February 22, 2016

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Executive Order No. 16-06, the County Executive appointed Dr. Diane Peterson, M.D. to serve as the County's Medical Examiner effective February 16, 2016; and,

WHEREAS, in an effort to support professional management for Jackson County, the County Executive recommends an employment agreement for this top-level management position with the County; and,

WHEREAS, this agreement outlines the basis for continued employment, termination, and severance, a practice that is recommended by the International City/County Management Association and promotes the separation of the professional management of the County from political offices; and,

WHEREAS, the execution of this Employment Agreement is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

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

County Executive be and hereby is authorized to execute the attached Employment Agreement on behalf of the County; and,

BE IT FURTHER RESOLVED that all County officials be and hereby are authorized to undertake all actions required by this Agreement.

majority of the Legislature.	be effective immediately upon its passage by a
APPROVED AS TO FORM:	
Chief Deputy County Counselor	County Counselor
Certificate of Passage	
	d resolution, Resolution No. 19077 of February 2016 by the Jackson County follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature

Effective Date: This Resolution shall be effective majority of the Legislature.	ctive immediately upon its passage by a	
APPROVED AS TO FORM:	111116	
Chief Deputy County Counselor	County Counselor	
Criper Deputy County Counselor	County Counselor	
Certificate of Passage		
I hereby certify that the attached resolution, Resolution No. 19077 of February 22, 2016, was duly passed on, 2016 by the Jackson County Legislature. The votes thereon were as follows:		
Yeas	Nays	
Abstaining	Absent	

Date

Mary Jo Spino, Clerk of Legislature

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2016, by and between Jackson County, Missouri, herein after referred to as "the County," and Diane Peterson, M.D., herein after referred to as "Peterson."

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Diane Peterson, M.D. to serve as the Jackson County Medical Examiner; and,

WHEREAS, Peterson, is well-qualified for this position and is desirous of undertaking the professional duties of said position;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

I. Term.

The County hereby engages the services of Diane Peterson, M.D. to serve as its Medical Examiner, for a term commencing on the date this contract is executed, and terminating on December 31, 2018. After the initial term, Peterson's employment will continue, month to month, until terminated by written notice at least thirty (30) days prior to the termination date designated in the written notice. This contract may be renewed by mutual agreement of the parties, upon such terms as the parties may agree.

Employment.

For all purposes, County shall treat Peterson as an officer and employee of the County and shall pay the employer's share of social security contributions and make appropriate deductions from the biweekly payments required under paragraph III(A) hereof for federal, state, and local taxes, and any other applicable taxes, fees, and assessments, as well as for any benefits which the County offers to its employees, in which Peterson elects to participate. Peterson's employment with the County shall be governed by Missouri law and the Jackson County Charter, Code, and Personnel Rules, unless otherwise specifically provided herein.

III. Compensation.

- A. For the entire term of this Agreement, Peterson shall be paid for her services the base sum of \$215,000.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Peterson shall be entitled to receive that cost-of-living increase as well. In the event that the County creates a "merit pool" for employee merit salary increases, Peterson shall be entitled to receive a merit increase no greater than the average increase for employees within the pool. The County Executive shall have discretion to increase Peterson's salary in any manner consistent with the County's personnel rules and procedures.
- B. In lieu of submitting invoices for business use of her personal vehicle, Peterson shall receive an automobile allowance in the amount of \$500.00 per month.
- C. Without regard to the length of Peterson's actual employment with the County, Peterson shall earn vacation leave authorized under the County's

Personnel Rules at the rate of five weeks (25 days) per year. Peterson's accrual and use of vacation leave shall otherwise be governed by said Personnel Rules.

D. The County shall provide Peterson a cellular telephone for business use. Alternatively, Peterson shall be entitled to an allowance of \$55.00 monthly for her business use of her personal cellular telephone.

IV. <u>Duties</u>.

Peterson shall perform all duties and exercise all responsibilities set out by the Missouri Constitution and Laws and Jackson County Charter, Code, and Personnel Rules for the office of the Medical Examiner. A copy of the current job description for this position is attached hereto as Exhibit A.

V. Termination.

This Agreement may be terminated by either Peterson or County as follows:

- A. Upon Peterson's termination of the Agreement through a written resignation, upon death of Peterson, or upon finding of a permanent disability of Peterson, no severance shall be due.
- B. The County may terminate the Agreement without cause. In that event, the County shall pay Peterson a severance allowance equal to three (3) months' salary, payable within 15 days of the date of termination.
- C. The County may terminate the Agreement for cause. If Peterson is terminated for cause, the severance payment outlined in subparagraph B above shall not be paid to Peterson. "Cause" in this Agreement means:
 - I. An intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of Peterson's employment with the County;

- II. Intentional damage to County's assets;
- III. Intentional disclosure of County's confidential information contrary to the County's policies;
- IV. Breach of Peterson's obligations under this Agreement;
- V. Intentional engagement in any competitive activity which would constitute a breach of Peterson's duty of loyalty or of Peterson's obligations under this Agreement;
- VI. Intentional breach of any of County's policies;
- VII. The willful and continued failure to substantially perform Peterson's duties for County(other than as a result of incapacity due to physical or mental illness);
- VIII. Willful conduct by Peterson that is demonstrably and materially injurious to the County, monetarily or otherwise;
- IX. Suspension or revocation of any professional licensing required to act as a medical professional and/or medical examiner.

For purposes of this paragraph, an act, or a failure to act shall not be deemed willful or intentional, as those terms are used herein, unless the act is done, or omitted to be done, by Peterson, in bad faith or without a reasonable belief that Peterson's action or omission was in the best interest of County. Failure to meet performance standards or objectives, by itself, does not constitute "Cause." "Cause" also includes any of the above grounds for dismissal regardless of whether the County learns of it before or after terminating Peterson's employment.

D. In the event of termination of the Agreement, Peterson shall be paid any compensation and benefits which would be due a County employee terminated under similar circumstances, pursuant to the Jackson County Personnel Rules.

VI. Construction.

This Agreement shall be construed under the laws of the State of Missouri.

VII. Severability, Waiver, and Modification.

The invalidity or inability to enforce any provision hereof shall in no way affect the validity or enforceability of any other provision. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach of this Agreement. Further, any waiver, alteration, or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and signed by the parties.

VIII. Annual Appropriation.

Funds necessary to meet any and all financial obligations incurred by the County herein after calendar year 2016 are subject to appropriation in the County's 2017 and future years' annual budgets.

JACKSON COUNTY, MO	DIANE PETERSON, MD
By Frank White, Jr. County Executive	By Medical Examiner
APPROVED AS TO FORM:	ATTEST:
W. Stephen Nixon County Counselor	Mary Jo Spino Clerk of the Legislature
REVEN	IUE CERTIFICATE
	n calendar year 2016 are included in the County's are subject to appropriation in the County's 2017
*	
Date	Director of Finance and Purchasing

This Agreement incorporates the entire understanding of the parties.

IX.

Incorporation.

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Qrd No.: 19077

Sponsor(s): Scott Burnett

Date:

Scott Burnett Feb. 22, 2016

SUBJECT	Action Requested ☑ Resolution ☐ Ordinance					
	Project/Title: Employment Agreement with Dr. Diane C. Peterson, MD to serve as the Medical Examiner for Jackson County.					
BUDGET INFORMATION	Amount authorized by this legislation this fiscal year:	\$				
To be completed	Amount previously authorized this fiscal year:	\$				
By Requesting Department and	Total amount authorized after this legislative action:	\$				
Finance	Amount budgeted for this item * (including transfers):	\$				
	Source of funding (name of fund) and account code	FROM ACCT				
	number; FROM / TO					
		TO ACCT				
	* If account includes additional funds for other expenses, total budgete	ed in the account is: \$				
100	OTHER FINANCIAL INFORMATION:					
	No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$					
	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):					
PRIOR LEGISLATION	Prior ordinances and (date):					
	Prior resolutions and (date): Executive Order No. 16-06, 16 Feb. 2016					
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Lisa Honn, Senior Administrative Manager, 881-3593					
REQUEST SUMMARY	Dr. Diane C. Peterson was appointed by the County Executive to serve as the Medical Examiner effective 16 Feb. 2016 by Executive Order 16-06, occasioned by the retirement of Dr. Mary Dudley. The attached contract specifies the basis for continued employment, termination and severance. This practice of creating an agreement between the County and the Department Director promotes the professionalism of County management.					
CLEARANCE	 □ Tax Clearance Completed (Purchasing & Department) □ Business License Verified (Purchasing & Department) □ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) 					
ATTACHMENTS	Employment Contract					

REVIEW		Department Director:	Date:				
		Finance (Budget Approv		Date:			
		If applicable					
		Division Manager:	you Brown		Date: 2/14/6		
		County Counselor's Offi	cel -		Date:		
Fiscal	Informatio	on (to be verified by B	udget Office in Finance Depart	ment)			
	This expend	diture was included in the	annual budget.				
	Funds for this were encumbered from theFund 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 N	lumber:	Account Title:	Amount Not to Exceed:			
				4			
			nd does not obligate Jackson County t ecessity, be determined as each using		nt. The availability of		

This legislative action does not impact the County financially and does not require Finance/Budget approval.

 \boxtimes

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing on behalf of the County to accept dash-mount dual-band mobile radio equipment from the Missouri Department of Public Safety, for use by the Sheriff's Office, at no cost to the County.

RESOLUTION NO. 19078, February 22, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Public Safety has awarded the County a grant through the Missouri Statewide Communications Assistance Program (MoSCAP) of a Motorola APX 7500 dash-mount dual-band mobile radio, valued at approximately \$500.00, for use by the Sheriff's Office; and,

WHEREAS, the MoSCAP grant's purpose is to provide first responder agencies with an internal communications platform and to increase interoperability within their area; and,

WHEREAS, the grant of this equipment is at no cost to the County; and,

WHEREAS, the Legislature, under article II, section 16 (21) of the Jackson County Charter, is empowered to acquire property for County purposes, and the Director of Finance and Purchasing recommends accepting said property; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be authorized to accept the Motorola APX 7500 dash-mount dual-band mobile radio, for use by the Sheriff's Office; and,

BE IT FURTHER RESOLVED that the Director is authorized to execute the attached Acceptance Agreement and any and all other documents necessary to give effect to the intent of this Resolution.

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

APPROVED AS TO FORM:	\mathcal{L}
Chief Deputy County Counselor	County Counselor
Certificate of Passage	
I hereby certify that the attached research, 22, 2016, was duly passed on	olution, Resolution No. 19078 of February, 2016 by the Jacksor as follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature
Date	imaly 30 opino, olerk of Legislature

By signing the enclosed acceptance agreement, your agency agrees to accept the equipment outlined in the award letter. Once the radio equipment is transferred to your agency, you will have 90 days to complete installation and make a test call on the MOSWIN system. Please return the signed acceptance agreement by the date stated in the award letter. You may submit the completed document back to the Missouri Interoperability Center by any of the three methods below.

Mail: Missouri Interoperability Center

2413 East McCarty St Jefferson City, MO 65101

Fax: 573-526-1632

Email: moswin.sysadmin@dps.mo.gov

AGREEMENT Acceptance of Missouri Statewide Communications Assistance Program III Mobile Radio Equipment

Grant Name: Missouri Statewide Communications Assistance Program (MoSCAP) III

Project Title: MoSCAP II Grant

Description of Equipment: Motorola APX7500 Dash-mount Dual-Band Mobile Radio

The parties of this Agreement do mutually agree as follows:

Award of Equipment: The Department of Public Safety (DPS) hereby agrees to transfer ownership of the equipment (hereafter described as equipment) described on the attached documentation and purchased with grant funds to the Jackson Co Sheriff ("Agency") to enhance the Agency's capabilities to deter and/or respond to acts of terrorism and other disasters. The Agency listed above agrees to accept the specified equipment and comply with all provisions detailed in this Agreement. The Agency agrees to make the equipment available for regional response and for regional exercises, as appropriate, for the life of the equipment.

Reporting and Monitoring Requirements: The Agency shall permit monitoring by the State or appropriate federal agency representatives, and comply with such reporting procedures as may be established by the State. The Agency shall maintain all related records for the life of the equipment. Record retention is required for purposes of Federal examination and audit. Although information will be provided to DPS by the Agency, DPS has no obligation [or right] to maintain or repair the equipment or ensure that the equipment is used safely or properly.

<u>Inventory Control</u>: The Agency agrees to maintain an inventory control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated. Adequate maintenance procedures must be in place to keep the equipment in good condition. Inventory control shall be maintained on any equipment provided through this agreement, where the current fair market value of any one individual item is \$1,000 or more, for the life of the equipment.

Agency inventory records must include a description of the equipment, a serial number or other identification number/tagging, acquisition date, the location, use and condition of the equipment and any ultimate disposition data. DPS may require an on-site inspection of the equipment following the award.

<u>Disposition of Equipment</u>: Equipment provided through this grant program must be used for the purpose stipulated in the approved grant application. If equipment acquired with this grant program is no longer needed for the purpose of the grant, the equipment may not be sold, replaced or exchanged without written approval from DPS. If DPS discovers that equipment acquired with this grant program has been disposed of without written approval, DPS may take one or more of the following actions:

- a. Withhold future awards
- b. Take other remedies that may be legally available

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

Maintenance of Equipment and Qualified Personnel: The agency affirms that it has access to staff and resources to use this equipment in a timely manner once requested or deployed. The Agency affirms that it has properly trained and qualified personnel to operate and maintain equipment provided through this Agreement, and the Agency agrees to maintain training of personnel to ensure proper and safe use of the equipment.

Agency agrees to allow DPS or its agent's access to maintenance and use records. The agency agrees to assume financial responsibility for monthly or use service charges beyond the scope of DPS contract and within the time period of this Agreement.

As applicable, the Agency will also exchange and replace any expendable supplies stored with the equipment as soon as possible after use to ensure that the equipment is fully operational for an emergency event.

Insurance: The Agency agrees to maintain property and casualty insurance on the equipment provided under this Agreement in an amount at least equal to the value of the equipment, or until such time as the equipment's current fair market value is determined to be 0. Upon request by DPS, the Agency will provide a copy of the declarations page or other appropriate excerpt from the insurance policy confirming that the equipment is insured for the life of the equipment or until such time as the current fair market value of the equipment is determined to be 0.

Report of Loss or Expiration: The Agency agrees to notify DPS within ten (10) working days of the loss, damage or expiration of the equipment provided through this Agreement. The Agency understands that neither the State nor federal agencies are able to replace items lost, damaged or expired.

Interest of members of DPS and others: No officer, member, or employee of DPS and no member of its governing body, and no other public official of the governing body of the localities in which the equipment is provided who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Termination of Agreement for cause: If through any cause, the Agency shall fail to perform in a timely and proper manner its obligations under this Agreement or if the agency shall violate any of the covenants, agreements or stipulations of this Agreement, DPS shall thereupon have the right to terminate this Agreement by specifying the effective date thereof within five (5) years after the date on which the Agency accepts the equipment described in Attachment 1. The date of notice shall be at least five (5) days before the effective date of such termination. If DPS terminates this Agreement, DPS may require that the Agency return all equipment provided to the Agency under this Agreement to DPS, and that Agency transfer ownership of all equipment to DPS and that Agency execute any documents necessary to transfer ownership to DPS or to another organization designated by DPS to receive the equipment.

Liability: With the transfer of ownership of the equipment specified through this Agreement, the Agency shall take necessary steps to insure or protect itself, its personnel, and the equipment, and to comply with all applicable local, state and federal laws or other governmental requirements regarding ownership or use of the equipment, including, without limitation, all safety and security standards. DPS, not being the manufacturer of the equipment, has no responsibility with respect to the equipment or any use or storage thereof, or any accidents or claims relating thereto. DPS makes no representations or warranties, express or implied, regarding the equipment, whether arising by operation of law or otherwise, and expressly disclaims any and all warranties of merchantability, of fitness for a particular purpose of use, of non-infringement, of title, condition, quality or workmanship, or in any other respect. In no event shall DPS be liable to agency for any indirect, incidental, consequential, special, and exemplary or punitive damages. To the extent permitted by law, Agency will defend, indemnify and reimburse DPS against and for, and Agency staff will use best efforts to convince the Agency's decision maker to appropriate (and the Agency's decision maker will seriously consider the appropriation of) such amounts as are reasonably necessary to defend, indemnify or reimburse DPS against and for, any claims against DPS that are based in whole or in part on damages or injuries allegedly caused by the equipment or any use or other aspect thereof and any costs or expenses (including, without limitation, reasonable attorneys' fees) incurred by DPS in connection with any such claims or any breach by Agency of this Agreement, when reasonably asked to do so by DPS.

Governing law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

Notices: All notices regarding this Agreement will be considered properly delivered if sent by US postal mail, email or fax to the following:

For Department of Public Safety, Missouri Statewide Interoperability Center:

Bryan Courtney 2413 East McCarty St Jefferson City, MO 65101 Fax 573-526-1632 Bryan.Courtney@dps.mo.gov

For Agency:

Attn/Name: Captian David Epperson

Agency: Jackson Co Sheriff Address: 4001 NE Lakewood Ct

P.O. Box:

City/State/Zip: Lee's Summit, MO 64064

For Department of Public Safety:

For Agency:

Bryan Courtney
MOSWIN Director

Date: 2/1/2016

Captian David Epperson

Agency: Jackson Co Sheriff

Signed/Agreement Effective Date:



ENTERTAINMENT SYSTEMS, INC.

Quote Res. 19078

Entertainment Systems, Inc.

2401 SW US 40 HWY, Ste A BLUE SPRINGS, MO 64015-4656

Date	Estimate Number				
2/2/2016	12107464				

Bil	ling	Addi	ess

JACKSON COUNTY SHERIFFS DEPT 3310 NE RENNAW DRIVE LEE'S SUMMIT, MO 64064 Vendor ID: ENT12100

JACKSON COUNTY SHERIFFS DEPT 3310 NE RENNAW DRIVE LEE'S SUMMIT, MO 64064

Contact	Customer Ph	none	PO Number	Rep	FCO/EVC	Acco	unt # Terms		Due Date
GREGG	816-524-43	302		07		825570	70854	NET 30	3/3/2016
Qty	ltem		Descrip	otion		U/M Rate			Total
1 RS	SHMTX-COM	SWITCHE CONTROI	VO16 IN 16 OU'ER W/DETACHALLER	BLE FRON	×			500.00	500.00
Phone		Fax	Email		/eb Site				
816-229-9930/800-737-5040 816-228-9392 sales@esikc.com www.esikc.com Purchaser acknowledges the responsibility to ensure compliance with all building codes, zoning ordinances, covenants, conditions and restrictions affecting the site where equipment to be located, Purchaser acknowledges the seller Entertainment Systems, Inc. (ESI) has made no representations or warranties concerning availability or distribution of television channels or programming by satellite, Payment is due upon receipt of this invoice. A \$30 charge will be applied for returned checks, Any invoice more than 90 days past due without the prior					nditions and Inc. (ESI) has itellite, Payment is	Subto	tal		\$500.00
written consent of ESI will be turned over to collections. Reasonable collection and attorney's fees will be assessed to all accounts. ESI retains ownership of equipment until paid in full, ESI reserves the right to retrieve said equipment, and/or undo service work performed if not paid within 90 days of completion. Customer is responsible for damaged equipment caused by misuse /negligence. A 25% re-stock charge will be applied to all merchandise returned within 30 days of purchase. Merchandise returned between 30 days and 6 months will also be charged an additional 13% per month. There will be no refund after 6 months from date of purchase. All					Sales	Tax (0).0%)	\$0.00	
discrepancies must be reported wit which may not include service or la that was performed.	ithin 10 days of work comp	pleted, ESI will ho	onor any and all manufacti	urer warranties on	equipment sold,				
Customer Printed Name						Total \$500.00			
Customer Signature									

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/@#PNo.: 19078

Sponsor(s):

Alfred Jordan

Date:

Feb. 22, 2016

SUBJECT	Action Requested Resolution Ordinance Project/Title: A Resolution authorizing the Jackson Cou agreement with the State of Missouri Department of Pub 7500 dual band mobile radio for use by the Sheriff's Off	olic Safety reference the acceptance of a Motorola	APX		
BUDGET					
INFORMATION	Amount authorized by this legislation this fiscal year:	\$			
To be completed	Amount previously authorized this fiscal year:	\$			
By Requesting					
	Total amount authorized after this legislative action:	\$			
Department and	Amount budgeted for this item * (including	\$			
Finance	transfers):				
	Source of funding (name of fund) and account code	FROM ACCT			
	number;				
	FROM				
		mo + ggm			
	TO	TO ACCT			
	* If account includes additional funds for other expenses, total budgete	ed in the account is: \$			
	OTHER FINANCIAL INFORMATION:				
	No budget impact (no fiscal note required)				
	Term and Supply Contract (funds approved in the an	mual budget), estimated value and use of contract			
	Denote and Supply Contract (funds approved in the an	inual budget), estimated value and use of contract:			
	Department: Estimated Use: \$				
			T.		
	Prior Year Budget (if applicable):				
	Prior Year Actual Amount Spent (if applicable):				
	Thor Tear Actuar Amount Spent (If applicable).				
DDIOD					
PRIOR					
LEGISLATION	Prior ordinances and (date):				
	Prior resolutions and (date):				
CONTACT					
	DIA das Assistance and in the control of the contro	016 641 0015			
INFORMATION	RLA drafted by Captain Dave Epperson, Sheriff's Office	2, 816-541-8017			
REQUEST					
SUMMARY	A Resolution authorizing the Jackson County Sheriff's C	office to enter into a cooperative agreement with the	e		
	State of Missouri Department of Public Safety reference				
	mobile radio for use by the Sheriff's Office. This is part of				
	program which grants redice to least a series to	international State wide Communications Assist	ance		
	program which grants radios to local agencies to enhance	e interoperability between law enforcement agencie	es and		
	will result in no additional costs to the County.				
CLEARANCE					
CELAIMINCE	Toy Clearence Completed (D. v. 1	4)			
	Tax Clearance Completed (Purchasing & Departmen		1 -		
	Business License Verified (Purchasing & Departmen				
	Chapter 6 Compliance - Affirmative Action/Prevailir	ag Wage (County Auditor's Office)			

ATTA	CHMENTS					
REVIE	EW	Department Director:				Date:
4		Finance (Budget Approv	ral):	2	0	Date:
	(Division Manager	en	our	1	Date: Sol
		County Counselor's Offi	ge: May Now X	Dierry		Date: 2/18/16
Fiscal	l Informatio	on (to be verified by B	udget Office in Fina	ance Depart	ment)	
			1 2 - 12			
	This expen	diture was included in the	annual budget.			
	Funds for the	his were encumbered from	the		Fund in	
	is chargeab	palance otherwise unencum le and there is a cash balan to be made each sufficient	nce otherwise unencum	bered in the tre	easury to the credit of the	
	Funds suffi	cient for this expenditure	will be/were appropriate	ed by Ordinan	ce#	
	Funds suffi	cient for this appropriation	n are available from the	source indicat	ed below.	
	Account N	Number:	Account Title:		Amount Not to Exceed	:
		is made on a need basis as pecific purchases will, of n				nt. The availability of
	This legisla	tive action does not impac	et the County financially	and does not	require Finance/Budget	approval

JEREMIAH W. (JAY) NIXON Governor

LANE ROBERTS
Director of Public Safety
Homeland Security Advisor

BRYAN COURTNEY
Director of Missouri Statewide
Interoperability Network

February 1, 2016

Jackson Co Sheriff 4001 NE Lakewood Ct Lee's Summit, MO 64064

Captian David Epperson,



State of Missouri Department of Public Safety MOSWIN

Missouri Interoperability Center 2413 East McCarty Street Jefferson City, MO 65101

Telephone (573) 522-1714 Fax (573) 526-1632



Thank-you for your application for the Missouri Communications Assistance Program (MoSCAP). The interest your agency has taken in the Missouri Statewide Interoperable Network (MOSWIN) is critical to its overall success and we want to thank you for participating. Over 300 agencies submitted MoSCAP application requesting over 600 radios that far exceeded the available number of radios. Because one of MOSWIN's primary purposes is to provide an interoperable platform for first responders, priority was given to first responder applicants who did not have interoperable access on MOSWIN. Applications requesting radios for regional communication vehicles were also prioritized. Another purpose of MOSWIN is to provide first responder agencies with an internal communications platform and agencies needing one or two more mobile radios to complete their fleet were also considered.

The intent of MoSCAP grant is to help agencies gain a level of access to the MOSWIN system and increase interoperability within their area. I am pleased to inform your agency you will receive one dual-band radio from this grant program. Please respond by February 15, 2016 to confirm or deny this grant award offer. Additional details regarding this award can be found in the enclosed supporting documents.

The MOSWIN system has been operational since December 31, 2012. As the awards are finalized, information will be made available regarding training, system access and standard operation procedures (SOPs). All equipment provided from this grant must be used in accordance with the guidelines provided in this award package and the SOPs. Enclosed is contact information for questions you may have at this point or in the future regarding MOSWIN.

I would like to thank you again for your willingness to participate in the MOSWIN system and MoSCAP grant process.

Sincerely,

Bryan Courtney MOSWIN Director

Department of Public Safety

BC:mn

Enclosure

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$40,000.00 within the 2016 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2016 fiscal year, which are engaged in anti-violent crime activities and purposes, at an aggregate cost to the County not to exceed \$290,000.00.

RESOLUTION NO. 19079, February 22, 2016

INTRODUCED BY Dan Tarwater III, County Legislator

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

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

WHEREAS, in 2009, voters authorized the addition of an anti-violent crime component to the COMBAT campaign; and,

WHEREAS, the voters and the Legislature authorized the Drug Commission, subject to approval by the Legislature, to contract with any organization or entity, whether public or private, which engages in anti-violent crime activities; and,

WHEREAS, by Request for Proposals 59-13, the Drug Commission solicited proposals from community agencies seeking to provide anti-violence initiative activities and services;

and,

WHEREAS, these proposals were evaluated by outside experts who made funding recommendations to the commission; and,

WHEREAS, after review of the outside evaluators recommendations, the Jackson County Drug Commission has recommended that the County Executive be authorized to execute agreements with the following outside agencies engaged in anti-violent crime activities for services from January 1, 2016, to December 31, 2016:

AGENCY	AMOUNT
Ad Hoc Group Against Crime	\$40,000.00
Arts Tech	\$35,000.00
Boys & Girls Clubs	\$47,500.00
Dismas	\$50,000.00
Center for Conflict Resolution	\$50,000.00
Lee's Summit CARES	\$27,500.00
Jackson County Family Court	\$40,000.00
TOTAL	\$290,000.00

and,

WHEREAS, a transfer within the Anti-Drug Sales Tax Fund is the appropriate action needed to place the portion of the funds authorized for the Jackson County Family Court in the proper spending account; now therefore,

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

following transfer within the 2016 Anti-Drug Sales Tax Fund be and hereby is made:

DEPARTMENT/DIVISION	CHARACTER DESCRIPTION	<u>FROM</u>	<u>TO</u>

Anti-Drug Sales Tax Fund Non-Departmental

008-5108 56080 – Other Professional Srvs. \$40,000

Anti-Drug Sales Tax Fund Family Court Anti-Violence Initiative

008-2181	55010 – Regular Salaries	\$32,800
008-2181	55040 - FICA	\$ 2,477
008-2181	55050 – Pension	\$ 4,723

and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute agreements with these agencies in the respective amounts indicated, 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: County Counselor Certificate of Passage I hereby certify that the attached resolution, Resolution No. 19079 of February 22, 2016, was duly passed on ______, 2016 by the Jackson County Legislature. The votes thereon were as follows: Nays _____ Absent Abstaining _____ Mary Jo Spino, Clerk of Legislature Date Funds sufficient for this transfer are available from the source indicated below. ACCOUNT NUMBER: 800 5108 56080 Anti-Drug Sales Tax Fund ACCOUNT TITLE: Non-Departmental Other Professional Services NOT TO EXCEED: \$40,000.00 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: 5108 56080 800 ACCOUNT TITLE: Anti-Drug Sales Tax Fund Non-Departmental Other Professional Services NOT TO EXCEED: \$250,000.00

Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/2024 No.: 19079

Sponsor(s): Date:

Dan Tarwater III Feb. 22, 2016

SUBJECT	Action Requested							
	X Resolution							
	Ordinance							
	Project/Title: A resolution authorizing the County Executive to execute agreements with certain outside agencies							
	funded by the County's Anti-Drug Sales Tax Fund for 2016 fiscal year, which are engaged in anti-violence							
	activities and purposes, at an aggregate cost to the county not to exceed \$290,000.00.							
BUDGET								
INFORMATION	Amount authorized by this legislation this fiscal year:	\$290,000.00						
To be completed	Amount previously authorized this fiscal year:	#200 000 00						
By Requesting Department and	Total amount authorized after this legislative action:	\$290,000.00						
Finance	A	\$200,000,00						
Tinance	Amount budgeted for this item *: Source of funding (name of fund) and account code	\$290,000.00						
	number:							
	number.	\$290,000.00						
	008-5108-56080	\$290,000.00						
	Anti-Drug, Non-Departmental, Other Professional							
	Services							
	If account includes additional funds for other expenses, total	l budgeted in the account is: \$290,000.0	0					
	☐ No budget impact (no fiscal note required)							
	Prior Year Budget (if applicable): \$440,000.00							
	Prior Year Budget (11 applicable): \$440,000.00 Prior Year Actual Amount Spent (if applicable): \$358,681.90							
	The state of the control of the state of the							
PRIOR								
LEGISLATION	Prior ordinances and (date):							
	Prior resolutions and (date): Res #18728, February 25, 2015							
CONTACT								
INFORMATION	RLA drafted by: Carol Lillis, Office Administrator, 881	1-1415						
DEOLIGOT			1					
REQUEST SUMMARY	A resolution authorizing the County Executive to executive County's Anti-Drug Sales Tax Fund for the 2016 fisc							
SUMMAKI	and purposes, at an aggregate cost to the county not to ex	• •	iti-violence activities					
	Exhibit A: indicates the outside agencies and funding lev							
	DAMOR 71. Indicates the outside agencies and funding lev	ols as recommended.						
	Background: The Anti-Drug Tax Fund authorizes the C	ounty to execute agreements and	d contracted service for					
	the purpose of providing substance abuse treatment, prev							
	violence initiatives in the community. The original proje							
	submitted in response by the community providers to Re	quest for Proposal (#59-13) for	a special COMBAT					
	Anti-Violence Initiative.							
	A change was 2009 in the authorizing language for COM							
	effective anti-drug strategies. In addition, a concentrated							
	implement an aggressive anti-violence marketing campa							
	programs will continue COMBAT's efforts to assist Jack	ason County in providing strateg	ies to reduce the					
	violence within our community. Ten projects were funded by the Jackson County Legisla	ture in 2015. Rased on progress	of the 2015 projects					
	these seven agencies are being recommended for the 201		or the 2013 projects,					
	and the second s							

CLEAF	RANCE		pleted (Purchasing & Department) prified (Purchasing & Department)		
			ce - Affirmative Action/Prevailing W	age (County Auditor's Of	ffice)
ATTAC	CHMENTS	Quote			
REVIE	W	Deflagtment Director:	Dhe		Date: 2-10-2016
		Finance (Budget Appro-	al):	Gas.	Date; Z/11/2016
	2	Division Manager	Brown		Date: 2/18/16
		County Counselor's Offi	ce:		Date:
Fiscal	Informatio	on (to be verified by B	udget Office in Finance Depart	ment)	
	This expend	diture was included in the	annual budget.		
	Funds for the	nis were encumbered from	the	Fund in	
	is a cash ba		nbered to the credit of the appropriation bered in the treasury to the credit of the herein authorized.		
	Funds suffi	cient for this expenditure	will be/were appropriated by Ordinan	ce#	
\boxtimes	Funds suffi	cient for this appropriation	are available from the source indica	ted below.	
	Account N	lumber:	Account Title:	Amount Not to Exceed:	
			nd does not obligate Jackson County ecessity, be determined as each using		nt. The availability of
	This legisla	tive action does not impac	t the County financially and does not	require Finance/Budget a	approval.

Fiscal Note: Jackson County, Missouri

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

Date: February 12, 2016	#	RES <u>#19079</u>		
Department / Division	Character/Description	From	То	
Anti Drug Sales Tax Fund - 008			2	
5108 - Non Departmental	56080 - Other Professional Services	40,000		
2181 - Family Court Anti-Violence	55010 - Regular Salaries	-	32,800	
2181 - Family Court Anti-Violence	55040 - FICA		2,477	
2181 - Family Court Anti-Violence	55050 - Pension		4,723	
	·	·		
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		40,000	40,	

Mary Rasmusson

Fiscal Note:

This expenditure was included in the Annual Budget.

	'	1 O#	<u> </u>		
Date:	February 12, 2016			RES#	19079
Depa	artment / Division		Character/Description	Not	to Exceed
Anti-Drug Sal	es Tax Fund - 008				
5108 - Non-de	partmental		56080 - Other Professional Services	\$	250,000
No.					
			900	-	
				· 0	
				* %	
				\$	250,000

Mary Rasmussen





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

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

Drug Commissioners:

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

Fax: (816) 881-1416

To: Mary Lou Brown

From: Carol Lillis

Subject: RLA – 2016 COMBAT AVSI

Attached is an RLA for the 2016 COMBAT AVSI agencies.

This recommendations have been approved by the COMBAT Commission on February 9, 2016.

If you have any questions, please feel free to contact me at clillis@jacksongov.org or at 816-881-1415.

Thank you

2016 COMBAT Request for Anti-Violence Special Initiative Funding

	2014	2015	2016 Request	2016 Recommendation
AdHoc	\$40,000	\$40,000	\$40,025	\$40,000
Arts Tech*	\$25,000	\$38,300	\$65,000	\$35,000
Boys & Girls Clubs	\$40,000	\$55,000	\$60,000	\$47,500
Center for Conflict Resolution	\$45,000	\$50,000	\$68,650	\$50,000
Dismas	\$50,000	\$65,000	\$77,887	\$50,000
Jackson County Family Court	\$50,000	\$40,000	\$41,765	\$40,000
Lee's Summit CARES	\$25,000	\$25,000	\$30,000	\$27,500
Mt. Pleasant Freedom School***				\$0
ReStart***	\$24,000	\$24,000	\$24,000	\$0
Rose Brooks****				\$0
	\$299,000	\$337,300	\$407,327	\$290,000

^{*}Also received \$18,000 in 2015 returned by Rose Brooks to expand popoulations served.

Amount of AVSI approved for 2014: \$562,000 Amount of AVSI approved for 2015: \$393,000

^{**}Program consistently served far fewer youth than feasible for funding

^{***}Applied for same program under Grant Match

^{****}Ended program in Spring of 2015

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$60,000.00 within the 2016 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute agreements with certain outside agencies which engage in anti-drug and anti-violent crime related activities, to provide a local match to federal, state, local, and/or private grant funds, at an aggregate cost to the County not to exceed \$1,064,000.00.

RESOLUTION NO. 19080, February 22, 2016

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Jackson County Drug Commission has recommended that the County Executive be authorized to execute agreements with certain outside agencies engaged in anti-drug and anti-violent crime law enforcement, treatment, and prevention activities, requiring a local match to grant funds, for services from March 1, 2016, to December 31, 2016; and,

WHEREAS, these proposals were evaluated by outside experts who made funding recommendations to the Drug Commission; and,

WHEREAS, after review of the outside evaluators recommendations, the Jackson County Drug Commission has recommended that the County Executive be authorized to execute agreements with the following agencies engaged in anti-violent crime or anti-drug treatment and/or prevention activities:

AGENCY	AMOUNT
Amethyst Place	\$20,000.00
Arts Tech	\$25,000.00
Benilde Hall	\$70,000.00
Black Health Care Coalition	\$35,000.00
Boys & Girls Club	\$105,000.00
Cornerstones of Care	\$42,000.00
Crittenton	\$70,000.00
Drug Task Force	\$60,000.00
First Call Recover Oriented System of Care	\$45,000.00
Full Employment Council	\$40,000.00
Independence School District	\$22,000.00
Jackson County CASA	\$75,000.00
KC Friends of Alvin Ailey	\$25,000.00
MOCSA	\$20,000.00
New House Inc.	\$20,000.00
Operation Breakthrough	\$40,000.00
ReDiscover	\$221,000.00
reStart, Inc.	\$24,000.00
Rose Brooks Center	\$30,000.00
Whatsoever	\$50,000.00
Mt. Pleasant Freedom School	\$25,000.00
TOTAL	\$1,064,000.00

and,

WHEREAS, a transfer within the Anti-Drug Sales Tax Fund is the appropriate action needed to place the portion of the funds authorized for the Jackson County Drug Task Force in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2016 Anti-Drug Sales Tax Fund be and hereby is made:

DEPARTMENT/DIVISION CHARACTER/DESCRIPTION FROM TO

Anti-Drug Sales Tax Fund Grant Match 008-4405

56789 – Outside Agency \$60,000

Anti-Drug Sales Tax Fund
Jackson County Drug Task Force

008-4151 56798 – Grant Match \$60,000

and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is, authorized to execute agreements with these outside agencies in the respective amounts indicated, 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 Res		ective immediately upon its passage by a
APPROVED AS TO FOR Chief Deputy County County	l	County Counselor
Certificate of Passage		
I hereby certify that 2016, was duly passed of Legislature. The votes thereon were a	on	tion, Resolution No. 19080 of February 22, , 2016 by the Jackson County
Yeas		Nays
Abstaining		Absent
Date		Mary Jo Spino, Clerk of Legislature
Funds sufficient for this tra	ansfer are available	from the source indicated below.
ACCOUNT NUMBER: ACCOUNT TITLE:	008 4405 5679 Anti-Drug Sales Ta Grant Match	
NOT TO EXCEED:	Outside Agency \$60,000.00	
expenditure is chargeable	and there is a cast ne fund from which	o the credit of the appropriation to which the n balance otherwise unencumbered in the payment is to be made each sufficient to
ACCOUNT NUMBER: ACCOUNT TITLE:	008 4405 5679 Anti-Drug Sales Ta Grant Match Outside Agency	
NOT TO EXCEED:	\$1,004,000.00	
Date 12, 20	76	Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/OrdixNo.: 19080

RestondxNo.:

Sponsor(s):
Date:

Dan Tarwater III Feb. 22, 2016

SUBJECT	A stion Poguested							
Action Requested X Resolution								
	Ordinance							
	Ordinalie							
	Project/Title: A resolution authorizing the County Executive to execute agreements with certain outside							
	agencies funded by the County's Anti-Drug Sales Tax Fund for the 2016 fiscal year, which are engaged in ant							
	drug and anti-violence activities and purposes, to provide a local match to federal, state, local and/or private							
	grant funds, at an aggregate cost to the county not to exc	eed \$1,064,000.	•					
BUDGET								
INFORMATION	Amount authorized by this legislation this fiscal year:	\$1,064,000.00						
To be completed	Amount previously authorized this fiscal year:							
By Requesting	Total amount authorized after this legislative action:	\$1,064,000.00						
Department and								
Finance	Amount budgeted for this item *:	\$1,064,000.00						
	Source of funding (name of fund) and account code							
	number:							
	008-4405-56798 Matching Funds							
		\$1,064,000.00						
			00					
	If account includes additional funds for other expenses, total	al budgeted in the account is: \$1,067,074	.00					
	No budget impact (no fiscal note required)							
Prior Year Budget (if applicable): \$962,166.00								
	Prior Year Actual Amount Spent (if applicable): \$977,000.00							
PRIOR								
LEGISLATION	Prior ordinances and (date):							
	Prior resolutions and (date): Res# 18731, February 23, 2	015						
CONTACT								
INFORMATION	RLA drafted by: Carol Lillis, Office Administrator, 88	1-1415						
REQUEST	A resolution authorizing the County Executive to execu	ite agreements with certain outsi	de agencies funded by					
SUMMARY	the County's Anti-Drug Sales Tax Fund for the 2016 fisc	cal year, which are engaged in ar	nti-drug and anti-					
	violence, activities and purposes, to provide a local mate		rivate grant funds, at an					
	aggregate cost to the county not to exceed \$1,064,000.00).	1.1 1 1					
	Exhibit A indicates the outside agencies and funding lev	els as recommended. These reco	mmendations have been					
	reviewed by the Jackson County Drug Commission and	approved for submission to the J	ackson County					
	Legislature for 2016 fiscal year.							
	Background: The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted service for							
	purpose of providing substance abuse treatment, prevent	ion, grant match and other anti-c	irug initiatives in the					
	community. These recommendations are based upon app	dications submitted by communication for the state of the	ate metabine for grant					
	match funding. Each applicant must indicate that they re	ceive rederal, state, local of priv	T stoff also considered					
	Each proposal was reviewed and scored by two independ	ient outside evaluators. COMBA	ations were reviewed by					
	compliance and outcomes data to determine an overall st	core. I nese funding recommend	how he presented to the					
	the Jackson County Drug Commission on February 9, 20	oro, with recommendation that the	ney be presented to the					
OLEAD ANGE	Jackson County Legislature.							
CLEARANCE								

	*	☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)			ffice)
		Chapter o Comphant	e - Anninative Action/1 revailing w	age (County Traditor 5 Of	
ATTACHMENTS Quote					
REVIE	W	Department Director:	Alex		Date: 2-10-2016
		Finance (Budget Approx	ai):		Date:
		If applicable OWK			Date:
		may you!	Dioren		2/18/16
		County Counselor's Offi	ce:		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 theFund 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 1	Number:	Account Title:	Amount Not to Exceed	:
			Catering		
	funds for sp	pecific purchases will, of n	nd does not obligate Jackson County ecessity, be determined as each using	g agency places its order.	
	This legisla	ative action does not impac	et the County financially and does no	t require Finance/Budget	approval.

Fiscal Note: Jackson County, Missouri

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

PC#

Date:	February 12, 2016	#	R	ES <u># 19080</u>
Departr	ment / Division	Character/Description	From	То
Anti Drug Sale	es Tax Fund - 008	<u></u>	<u> </u>	
4405 - COMBA	T Grant Match	56798 - Grant Match	60,000	3 1
4151 - JC Drug	Task Force	56798 - Grant Match	_	60,000
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722		t-	60,000	60,000

Fiscal Note:

This expenditure was included in the Annual Budget.

Date:	February 12, 2016		RES# 19080
Depar	tment / Division	Character/Description	Not to Exceed
Anti-Drug Sale	s Tax Fund - 008		
4405 - COMBA	T Grant Match	56798 - Grant Match	\$ 1,004,000
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		10-10-10-10-10-10-10-10-10-10-10-10-10-1	\$ 1,004,000

Mary Ramunea



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

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

Drug Commissioners:

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

Fax: (816) 881-1416

To: Mary Lou Brown

From: Carol Lillis

Subject: RLA – 2016 COMBAT Grant Match

Attached is an RLA for the 2016 COMBAT Grant Match agencies.

This recommendations have been approved by the COMBAT Commission on February 9, 2016.

If you have any questions, please feel free to contact me at clillis@jacksongov.org or at 816-881-1415.

Thank you

	Agency Name	From diagram			2016
	Agency Name	Funding Type		2015 Funded Amount	Recommendation
1	The second Against Chine	GM Prevention	\$40,000		
-	Amethyst Place	GM Treatment	\$25,000		\$20,000
3		GM Prevention	\$28,500	\$24,000	\$25,000
4		GM Treatment	\$70,000	\$70,000	\$70,000
5		GM Prevention	\$46,546	\$35,000	\$35,000
6	Boys & Girls Club	GM Prevention	\$115,000	\$110,000	\$105,000
7	Cornerstones of Care	GM Prevention	\$50,000		\$42,000
8	Crittenton	GM Treatment	\$161,973		\$70,000
9	First Call	GM Treatment	\$45,000	\$44,000	\$45,000
10	Full Employment Council	GM Prevention	\$42,000	\$40,000	\$40,000
11	Independence School District	GM Prevention	\$22,000	\$22,000	\$22,000
12	Jackson County CASA	GM Prevention	\$75,000	\$60,000	\$75,000
13	KC Friends of Alvin Ailey	GM Prevention	\$30,000	\$14,000	\$25,000
14	Kansas City Symphony	GM Prevention	\$25,000	\$20,000	413,000
15	Kauffman Center	GM Prevention	\$21,981	\$10,000	
16	LS R-7 Summit Ridge Acad	GM Prevention	\$20,000	\$15,000	
	MOCSA	GM Prevention	\$25,000	\$25,000	\$20,000
18	Mt. Pleasant Freedom School	GM Prevention	\$25,000	\$25,000	\$25,000
19	New House	GM Treatment	\$25,000	\$25,000	\$20,000
20	Operation Breakthrough	GM Prevention	\$40,023	\$39,000	\$40,000
21	Reconciliation Services	GM Prevention	\$75,000		
22	ReDiscover	GM Treatment	\$251,125	\$245,000	\$221,000
23	reStart, Inc.**	GM Prevention	\$46,866		\$24,000
24	Rose Brooks Center***	GM Prevention	\$31,519		\$30,000
25	Sisters In Christ	GM Prevention	\$50,000		700,000
26	Story Tellers	GM Prevention	\$110,000		
27	The Plaza Academy	GM Prevention	\$75,000		
	United Inner City Services	GM Prevention	\$47,255	\$35,000	
	United Services Community			γ-0,000	
	Action Agency	GM Prevention	\$50,000		
$\overline{}$	Urban Rangers Corps	GM Prevention	\$20,000		
31	Whatsoever	GM Prevention	\$58,500	\$58,000	\$50,000
32	Drug Task Force	Law Enforcement	\$100,000		\$60,000
33	Totals		\$1,848,288		\$1,064,000
34	Available:	\$1,067,074			

^{*}Originally funded in Prevention, plan to return there for funding

^{**}Proposal is the same as received in the Anti-Violence Special Initiative; recommended amount is the amount requested for that program.

Recommended 2016 Grant Match Project Descriptions

Agency	COMBAT Program
Amethyst Place	"Family Self-Sufficiency" is a two-generation anti-poverty strategy where a single mother is placed in a Monday-Friday job while children are in high-quality daycare. Mentors work with mothers to help them break the cycle of generational unemployment. It also focuses on improving the mother's education. Research indicates a mother's level of education is a reliable predictor of her child's educational attainment.
Arts Tech	Student Tech Academy-SA & Violence Prevention; also alternative activities. 20 hour training sessions using computer repair & trouble-shooting skill development courses as the vehicle; target: non-traditional learners, gang members & juvenile offenders.
Benilde Hall	Transitional living & SA treatment for homeless, adult male substance abusers
Boys & Girls Club	Using small-group activities, teaches young people to recognize and resist media influences and peer pressures to engage in alcohol, tobacco, other drug use early sexual involvement.
Cornerstones of Care	Create and establish a comprehensive Victim's Services and Advocacy Center in Jackson County. Services are targeted toward victims of crime and their families. Will include mental health services, case management services, advocacy and a 24/7 crisis line. Will care
Crittenton	Crittenton "Co-occurring Disorders Program for Adolescents (CODA)" is a residential option addressing the high incidence of psychiatric hospitalization among youth (12-18) with serious mental illness and co-occurring substance abuse. Program is under the
Children's Center	leadership of a board certified psychiatrist who is also certified in addictions medicine. Family members are involved in program and among other skills, learn the importance of medication adherence.
First Call	To increase treatment clients' engagement with a variety of providers
Full Employment Council	Work Connections; age 18-24 ex-offenders. Also conflict resolution
Independence School District	Success Court - work with truant students & families
Jackson County CASA	Drug Court Advocacy Program - for kids whose families are assigned to Drug Court; helps kids stay in safe living environment; unification
KC Friends of Alvin Ailey	AileyCamp; AileyCamp the Group of urban core youth & young adults; also family building -base of non-violent choices. For clients who are at-risk for crime and drugs
MOCSA	Provide individual and group counseling to survivors sexual assault and child abuse to decrease symptoms of trauma and thereby reduce risk of turning to substances to cope.

Recommended 2016 Grant Match Project Descriptions

	"Scholars Tutoring Academy" targets 3rd and 4th graders attending Garfield and Whittier elementary cohools in the Alexanders.
	of the city (near the targeted violent crime area of 27th and Drospect). Operator for a house of 17th and Drospect of 18th and Drospect of 18th and Drospect of 18th and Drospect of 18th and 18
Mt. Pleasant	Missionary Baptist Church and for two hours two days a week at the schools Gool to get the school to get the school to get the g
Freedom School	Freedom School grade and increase self-esteem and interpersonal skills.
New House	Substance Abuse Treatment in Domestic Violence shelter
Operation	Second Step Violence Prevention; preschool & school age children: reduce impulsive high visk & account of the sign
Breakthrough	conflict resolution
Reconciliation	Prevent Substance Abuse; Reduce violence; seek assistance for at risk hehaviors in clients who come for a
Services	digital literacy classes; rapid rehousing
ReDiscover	Medicaid match funding; residential and intensive outpatient treatment
	"Economic Advocacy for Victims of Domestic Violence" addresses the high incidence of re-victimization if they don't don't
	necessary to achieve economic independence. Victims will obtain employment maintain employment and domocratic in the skills
Rose Brooks	skills in planning for their financial futures.
	Violence and Substance Abuse Prevention program; supports and provides opportunities for wanth (value and provides opports)
Whatsoever	academic success; leadership, peer resistance, positive relationships with adults; alternative activities
Drug Task Force	Grant Match required for federal funding

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing and installation of fencing for use by the Parks + Rec Department to Guier Fence Company of Blue Springs, MO, under the terms and conditions set forth in the City of Independence, Missouri Contract No. 386-15, an existing government contract, at an actual cost to the County not to exceed \$68,000.00.

RESOLUTION NO. 19081, February 22, 2016

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Frank White, Jr., Softball Complex is in need of infrastructure improvements to enhance the safety and security of the facility and its participants; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the furnishing and installation of fencing at the complex for use by the Parks + Rec Department at the complex to Guier Fence Company of Blue Springs, MO, under the terms and conditions set forth in the City of Independence, Missouri Contract No. 386-15, an existing government contract, at an actual cost to the County not to exceed \$68,000.00; and,

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

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

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

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

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

APPROVED AS TO FOR	M;	10 11	1 1/
Chief Deputy County County	nselor	County Counse or	tes/Ujay
Certificate of Passage		1	
I hereby certify that 2016, was duly passed o County Legislature. The v	the attached resolut n otes thereon were a	tion, Resolution No.	19081 of February 22, 2016 by the Jackson
Yeas		Nays	-
Abstaining		Absent	
Date		Mary Jo Spino, Cle	erk of Legislature
There is a balance otherwiexpenditure is chargeable reasury to the credit of the obligation here.	and there is a cash ne fund from which	n balance otherwise	unencumbered in the
ACCOUNT NUMBER: ACCOUNT TITLE:	300 5300 58060 Park Enterprise Fu Non-Departmental Other Improvement	nd - Enterprise	
NOT TO EXCEED:	\$68,000.00		
Hobersy 12,2	0/6	Director of Finance	and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/Ord No.: 19081

Sponsor(s):

Date:

Tony Miller Feb. 22, 2016

SUBJECT	Action Requested	
	Resolution	
	Ordinance	
	Project/Title: Authorizing the purchase of Fencing for the Backstop and Dugout Reno	vations at the Frank
	White, Jr. Softball Complex for the Parks + Rec Department from Guier Fence Compa	any of Blue Springs, MO
	under the terms and conditions of the City of Independence, Missouri Contract No. 38	6-15, an existing
	government contract, in the amount of \$68,000.00	
BUDGET		
INFORMATION	Amount authorized by this legislation this fiscal year:	\$68,000.00
To be completed	Amount previously authorized this fiscal year:	
By Requesting	Total amount authorized after this legislative action:	\$68,000.00
Department and Finance	Amount budgeted for this item * (including transfers):	\$68,000.00
r mance	Source of funding (name of fund) and account code number: 300-5300-58060	\$68,000.00
	Park Enterprise Fund, Non-Departmental Park Enterprise, Other Improvements	
	* If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION:	
	OTHER PHVANCIAL INFORMATION;	
	No budget impact (no fiscal note required)	
	Term and Supply Contract (funds approved in the annual budget); estimated value	and use of contract:
	Department: Estimated Use: \$	and use of contract.
	Prior Year Budget (if applicable):	
	Prior Year Actual Amount Spent (if applicable):	
PRIOR		
LEGISLATION	Prior ordinances and (date):	
	Decree 1 de 120 au	
CONTACT	Prior resolutions and (date):	
INFORMATION	DI A drofted by (name title & whom). Doub Comment D. L. ' C. '	01.0050
REQUEST	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 8	81-3253
SUMMARY	The twenty-eight year old Frank White, Jr. Softball Complex is in need of some infrast	
GOWINI IK I	updates to provide adequate facilities to support the leagues and tournaments held at the	ructure improvements and
	renovations of the backstops and dugouts will enhance the safety and security of the co	ompley and its
	participants.	omplex and its
	Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and P	urchasing recommends the
	purchase of these renovations for the Parks + Rec Department from Guier Fence Comp	pany of Blue Springs.
	Missouri under the terms and conditions of the City of Independence, Missouri's Conti	
	existing government contract, in the amount of \$68,000.00.	
	The Director of Finance and Purchasing recommends the purchase be made under this	contract due to the larger
	volume discounts offered to larger cities.	
CLEARANCE		
CLEARANCE	Tay Classona Completed (Burchesing & Department)	
	Tax Clearance Completed (Purchasing & Department) Business License Verified (Purchasing & Department)	
	Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's O	Affica)
	County Auditor's O	ince)
ATTACHMENTS	Memorandum from Tina Spallo, Superintendent of Recreation, Parks + Rec Department	nt a quote from Guier
	Fence Company and the pertinent pages of the City of Independence Missouri's contra	

REVIEW	Department Director:		Date: 2-/-/6
	Figance (Budget Approval):		Date: / /
	If applicable // Dry	Lasmusser	2/11/11/
	Division Manager:	mare Now Brown	Date: 16/16/16/14
	County Counselor's Office:	many you recor	Date:

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

X	This expenditure was included in the annual budget.				
	Funds for this were encumbered fro	m the	Fund in		
X	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	e will be/were appropriated by Ordina	ince #		
	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:

This expenditure was included in the Annual Budget.

	PC	·#		
Date:	February 11, 2016		RES #1	9081
Department / Division		Character/Description	Not	to Exceed
Park Enterpris	se Fund - 300			
5300 - Non De	partmental - Enterprise	58060 - Other Improvements	_ \$	68,000
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			\$	68,000

Mary Ramusen

Budgeting

MEMORANDUM

To: Barbara Casamento, Purchasing Supervisor

From: Tina Spallo, Superintendent of Recreation

Date: February 3, 2016

Re: Frank White, Jr. Softball Complex

Backstop and Dugout Renovation Project Scope

The Frank White Jr. Softball Complex was built in 1988. When built, the primary use of the facility was for adult softball leagues and tournaments. In an effort to generate new revenue girl's softball and boy's baseball tournaments were added, making the Frank White, Jr. Softball Complex a very popular youth tournament destination.

It is the goal of Jackson County Parks + Rec to offer the best facilities for all visitors and to make their playing experience positive. The Frank White, Jr. Softball Complex is showing its age and needs infrastructure improvements to update the complex and provide adequate facilities to host softball and baseball tournaments. Therefore, the following fence projects are recommended:

- Backstop Renovation The current backstops are 12' high on all five fields. Guier Fence will remove and replace the existing chain link on all 5 backstops. Guier Fence will extend all 5 backstops 12' by installing sleeves on the existing backstop posts and welding all 35 posts leaving the fields with (5) 24' backstops. This will enhance the safety and security of our patrons as foul balls will have less chance to exit the field during softball and baseball games due to the increased height of each backstop.
- Dugout Renovation The current dugouts are 20' long x 6' wide. These dugouts are inadequately sized especially when hosting youth tournaments. The small space contributes to overcrowding and makes it difficult for players and coaches to move around freely. The dugout size will increase to 30' long x 10' wide. Guier fence will remove and replace 10 dugouts using 9 gage galvanized chain link with top, bottom and mid rail supports.

Fence renovation will be funded from budget number 300-5300-58060

If you have further questions please do not hesitate to contact me at 816-503-4872.

Date: 1-26-2016



Guier Fence Co. 2501B NW Jefferson St. Blue Springs, MO 64015-7262 (816) 229-2047 Fax (816) 229-7483 www.quierfence.com E-mail jshewmaker@guierfence.com

PROJECT QUOTATION

Company: Jackson County Parks and Recreation

Project Frank White Ball Field Restoration

Attn: Scott

Phone: 816-215-5770

Cell:

Fax:

E-mail:

Thank you for the opportunity to bid on your project.

Guier Fence Co. proposes to furnish standard labor and materials for the above referenced projects according to the specifications below: Scope of work: Remove and replace all of the wire on 5 backstops and extend them 12' leaving a 24' tall backstop. We will sleeve and weld all posts.

Remove and replace 10 dugouts using 9ga galvanized chain link with top bottom and mid rail.

Total Price: \$68,000.00

NOTE: Tax Exempt Prevailing Wage

If we hit rock there will be a \$20.00 charge per hole.

Guier Fence Company has been in business since 1979 and uses only profession installation crews and prime materials. Guier Fence Company Co. is bonded and fully insured, with a certificate of insurance available upon request. WOSB, EDWOSB, and WBE in progress.

Email: jshewmaker@guierfence.com



This bid is not binding on Guier Fence Co. until a signed original copy of this bid is submitted to Guier Fence Co. The prices and terms herein are guaranteed for a period of 30 days from the date of acceptance of the bid. After 30 days, prices are subject to increase without notice due to fluctuations in market pricing. Pricing will be increased at the sole discretion of Guier Fence Co. Materials may be ordered and paid in full to avoid a price increase. Guier Fence Co. must be paid upon delivery and placed at a secure storage area of your choice to await installation. Guier Fence Co. is not responsible for material damage or loss, not caused by Guier Fence Co., purchased in advance of the installation of your project Failure to pay invoice within 30 days of job completion, will result in a 1.5% (18% per annum) interest charge, or the maximum interest allowed on the remaining balance applied by law. Purchaser hereby agrees to reimburse Guier Fence Co. for any attempt to collect a debt from purchaser regarding this job, including but not limited to fees paid to debt collector and/or attorney's fees.



CITY OF INDEPENDENCE, MISSOURI **NOTICE OF AWARD**

Fencing Materials and Installation 386-15

Date: March 18, 2015

Phone:

816-229-2047

Cell:

816-564-6785

Vendor:

20153

Guier Fence Company

Fax:

816-229-7483

2501B NW Jefferson

E-Mail:

jshewmaker@guierfence.com

Blue Springs, MO 64015

Contact: Jeff Shewmaker

Price Agreement Period:

4/1/2015 — 3/31/2016

Renewal Options:

Two, one-year options remain.

Status of Certificates:

Please remember to keep your certificates current

Insurance

Valid through January 31, 2016

Occupation License

Valid through April 30, 2015

Special Conditions:

The City of Independence, Missouri, does hereby accept your bid dated February 19, 2015, to furnish the materials, equipment or services as specified herein.

- 1. The requirements set forth in Missouri Prevailing Wage Order 21 (January 23, 2015) will be in effect during this time period of the agreement.
- 2. A 100 percent performance/maintenance/payment bond (for projects over \$2,500) and the City's standard Public Improvements contract must be executed prior to the start of work for each project assigned under this agreement.

Tom Conrow, Procurement Specialist, (816) 325-7092

Russell M. Paulsey

3-18-15

Russell M. Pankey, Purchasing Manager Finance Department, Purchasing Division

Using Departments:

All

File

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute cooperative agreements with certain municipalities within Jackson County for the purpose of funding their 2016 Drug Abuse Resistance Education (DARE) programs, at an aggregate cost to the County not to exceed \$1,079,129.00.

RESOLUTION NO. 19082, February 22, 2016

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, COMBAT staff reviewed requests by certain municipalities for 2016 DARE program funding and provided funding recommendations to the Jackson County Drug Commission on February 9, 2016; and,

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

MUNICIPALITY	ALLOCATION
City of Sugar Creek City of Blue Springs City of Grain Valley City of Grandview City of Independence City of Lee's Summit City of Oak Grove Kansas City Board of Police Commissioners	\$ 28,781.00 \$131,764.00 \$ 75,764.00 \$ 67,764.00 \$232,764.00 \$240,764.00 \$ 60,764.00 \$240,764.00
TOTAL	\$1,079,129.00

now therefore,

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

Executive be and hereby is authorized to execute Cooperative Agreements with the cities of Sugar Creek, Blue Springs, Grain Valley, Grandview, Independence, Lee's Summit, Oak Grove, and the Kansas City Board of Police Commissioners at an aggregate cost to the County not to exceed \$1,079,129.00, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORI	M:	10 10	11/
Chief Deputy County Cou	lh_ nselor	County Counselor	Mylan
Certificate of Passage		r	
I hereby certify that 2016, was duly passed o Legislature. The votes the	on _.		
Yeas		Nays	
Abstaining		Absent	
Date		Mary Jo Spino, Clerk of	Legislature
There is a balance otherwiexpenditure is chargeable reasury to the credit of the crovide for the obligation here.	and there is a cash ne fund from which p	balance otherwise unen	cumbered in the
ACCOUNT NUMBER: ACCOUNT TITLE:	008 4403 56005 Anti-Drug Sales Tax COMBAT - D.A.R.E	x Fund E	
NOT TO EXCEED:	Community Crime F \$1,079,129.00	revention	
Fellerary 12,206	·	Director of Finance and	Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/844 No.: 19082

Res/ No.:

Sponsor(s):

Dan Tarwater III

Date:

Febr. 22, 2016

SUBJECT	Action Requested X Resolution Ordinance		
	Project/Title: A resolution authorizing the County Execution agencies funded by the County's Anti-Drug Sales Tax For Abuse Resistant Education (D.A.R.E.) and D.A.R.E. like	und for the 2016 fiscal year, wh	nich are engaged in Drug
PLIDOET	\$1,079,129.00		
BUDGET	A way wat out a wine d by this logislation this fiscal years	\$1,079,129.00	7
INFORMATION To be completed	Amount authorized by this legislation this fiscal year: Amount previously authorized this fiscal year:	\$1,077,127.00	
By Requesting Department and	Total amount authorized after this legislative action:	\$1,079,129.00	
Finance	Amount budgeted for this item *:	\$1,184,893.00	
	Source of funding (name of fund) and account code	7,500	
	number: From: 008-4403-COMBAT D.A.R.E.	\$1,079,129.00	
	56005 Community Crime Prevention		
1			
	If account includes additional funds for other expenses, total No budget impact (no fiscal note required)	al budgeted in the account is: \$1,184,89	93.00
	Prior Year Budget (if applicable): \$1,047,966.00 Prior Year Actual Amount Spent (if applicable): \$1,047,	966.00	
PRIOR	Prior ordinances and (date):		
LEGISLATION	Prior resolutions and (date): #18782, March 30, 2015		
CONTACT	DIA 1 0 11 Could till Office Administrator 991 1415		
INFORMATION	RLA drafted by: Carol Lillis, Office Administrator, 88	1-1415	'1 ' C . J. J
REQUEST SUMMARY	A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2016 fiscal year, which are engaged in Drug Abuse Resistant Education, (D.A.R.E.) and D.A.R.E like prevention activities and purposes, not to exceed \$1,079,129.00. Exhibit A, indicates the outside agencies and funding levels for D.A.R.E as recommended for 2016, to provide D.A.R.E and /or D.A.R.E. like services un Jackson County. Background: The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match and other anti-drug and anti-violence initiatives in the community.		
CLEARANCE	Tax Clearance Completed (Purchasing & Department Business License Verified (Purchasing & Department Chapter 6 Compliance - Affirmative Action/Prevails	nt)	ffice)
ATTACHMENTS	Quote	-	,
REVIEW	Department Director:		Date: 2-10-20/6
	Finance (Budget Approval): If applicable		Date: 2/11/2016
	Division Manager:		Date:
	County Counselor's Office:		Date.

This expenditure was included in the annual budget. Fund in ____. Funds for this were encumbered from the ___ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there \boxtimes 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 # \boxtimes Funds sufficient for this appropriation are available from the source indicated below. Amount Not to Exceed: Account Number: Account Title: Catering 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 Information (to be verified by Budget Office in Finance Department)

Fiscal Note:

This expenditure was included in the Annual Budget.

PC#		
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Date:	February 11, 2016		RES# 19082
	Department / Division	Character/Description	Not to Exceed
Anti-D	rug Sales Tax Fund - 008		
4403 -	D.A.R.E.	56005 - Community Crime Prevention	\$ 1,079,129
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			\$ 1,079,129

Budgeting 2/11/2016

Exhibit A

COMBAT DARE Allocations for 2016

	2016 Funding
Blue Springs	\$131,764
Grain Valley	\$75,764
Grandview	\$67,764
Independence	\$232,764
Kansas City	\$240,764
Lee's Summit	\$240,764
Oak Grove	\$60,764
Sugar Creek	\$28,781
	\$1,079,129



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

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

Drug Commissioners:

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

Fax: (816) 881-1416

To: Mary Lou Brown

From: Carol Lillis

Subject: RLA – 2016 COMBAT DARE

Attached is an RLA for the 2016 COMBAT DARE agencies.

This recommendations have been approved by the COMBAT Commission on February 9, 2016.

If you have any questions, please feel free to contact me at clillis@jacksongov.org or at 816-881-1415.

Thank you

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$29,000.00 within the 2016 Health Fund and authorizing the County Executive to execute a Consulting Agreement with Rebbecca Lake Wood for the furnishing of consulting services for use by the Public Administrator's Office, at a cost to the County not to exceed \$29,000.00.

RESOLUTION NO. 19083, February 22, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, on January 29, 2016, the Sixteenth Circuit Court of Jackson County announced the appointment of a new Public Administrator, John P. Killian, to serve for a four-year term; and,

WHEREAS, in conjunction with this appointment, the Probate Division of the Circuit Court has ordered a final settlement of the accounts under the former Public Administrator's control; and,

WHEREAS, the Public Administrator recommends a Consulting Agreement with Rebbecca Lake Wood, the outgoing Public Administrator, to provide assistance in compliance with this order; and,

WHEREAS, a transfer is necessary to place the funds needed for this Agreement 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 2016 Health Fund be and hereby is made:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	<u>FROM</u>	<u>TO</u>
Health Fund Public Administrator			
002-3501 002-3501	55010 – Regular Salaries 56080 – Other Professional Servi	\$29,000 ices	\$29,000
and,			

BE IT FURTHER RESOLVED, by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Consulting Agreement with Rebbecca Lake Wood, at a cost to the County not to exceed \$29,000.00; and,

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

Effective Date: This Re majority of the Legislature		ective immediately upon its passage by a
APPROVED AS TO FOR	M:	A A
Chief Deputy County Cou	nselor	County Counselor
Certificate of Passage		
	າ	ution, Resolution No. 19083 of February 22,, 2016 by the Jackson County s:
Yeas		Nays
Abstaining		Absent
Date Funds sufficient for this tra ACCOUNT NUMBER: ACCOUNT TITLE:	ansfer are available for 002 3501 55010 Health Fund Public Administrato Regular Salaries	
NOT TO EXCEED:	\$29,000.00	
expenditure is chargeable	e and there is a cas the fund from which	o the credit of the appropriation to which the sh balance otherwise unencumbered in the payment is to be made each sufficient to
ACCOUNT NUMBER: ACCOUNT TITLE:	002 3501 56080 Health Fund Public Administrato Other Professional	r
NOT TO EXCEED:	\$29,000.00	
Date Date		Director of Finance and Purchasing

CONSULTING AGREEMENT

THIS AGREEMENT entered into this	day of
2016, by and between JACKSON COUNTY ,	MISSOURI, hereinafter referred to as "the
County," and REBBECCA LAKE WOOD, 26	17 SW Wintergarden Drive, Lee's Summit,
MO 64081, hereinafter referred to as "Consult	ant."

WHEREAS, on January 29, 2016, the Sixteenth Circuit Court appointed a new Public Administrator for a four-year term; and,

WHEREAS, in conjunction with this appointment, the Probate Division of the Sixteenth Circuit Court has ordered a final settlement of the accounts under the former Public Administrator's control to be executed by the former Public Administrator; and,

WHEREAS, Consultant has agreed to provide services to the Jackson County

Public Administrator in accordance with the terms and conditions set forth in this

Agreement; and,

WHEREAS, the Public Administrator recommends this Agreement with Consultant, the outgoing Public Administrator, to provide assistance in meeting statutory obligations to comply with the Court's order; and,

WHEREAS, Consultant and the County have agreed to be bound by the provisions hereof;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Consultant respectively agree as follows:

1. <u>Services</u>. Consultant shall review and execute final settlements within the Public Administrator's Office, as ordered by the Probate Division of the Jackson County Circuit Court. For completion of services under this Agreement, Consultant will

have the use of a County-owned computer and will be allowed access to the relevant Public Administrator software to complete services under this Agreement. Consultant will not have the authority to change or enter data within said software.

- 2. <u>Independent Contractor</u>. Consultant shall work as an independent contractor and not as an employee of the County. Based upon her expertise and knowledge, Consultant shall be subject to the direction of the County only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. Consultant shall report all earnings received hereunder as gross income and be responsible for her own Federal, State and Local withholding taxes and all other taxes, and operate her business independent of the business of the County, except as required by this Agreement, and may continue to conduct consulting work for other clients without prior consent of the County subject to the restriction on the receipt of County funds from more than one source.
- 3. Payment. For services rendered under this Agreement, the County shall pay Consultant \$36.25 for each settlement filed, in a total amount not to exceed \$29,000.00. Consultant shall be paid monthly upon receipt of Consultant's invoice. Consultant's invoice shall itemize all services performed during the month. The County shall pay such invoices in a timely manner. The first payment shall be due upon the submission of Consultant's first invoice and the execution of this Agreement.
- 4. <u>Expenses</u>. Other than those specifically identified in this Agreement, Consultant shall be responsible for her own expenses related to the services provided under this Agreement.
 - 5. <u>Duration and Termination</u>. This Agreement shall commence as of

February 29, 2016, and shall continue through August 31, 2016.

- 6. Assignment. Consultant agrees, in addition to all other provisions herein, that she will not assign any portion or the whole of this Agreement without the prior written consent of the County.
- 7. <u>Confidentiality</u>. Consultant shall not communicate, divulge or utilize any confidential information concerning her activities, staff, volunteers, or other stakeholders, either during or after the term of the Agreement, other than in the course of performance of services pertaining to this Agreement.
- 8. Remedies for Breach. Consultant agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and failure to do so shall represent and constitute a breach of this Agreement. In such event, Consultant consents and agrees as follows:
 - (1) The County may terminate this Agreement by giving thirty (30) days notice to Consultant; and,
 - (2) The County shall be entitled to seek any available legal remedy and to collect from Consultant all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs and expenses.
- 9. <u>Severability</u>. If any covenant and other provision of this Agreement is found to be invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless otherwise expressly stated herein.
- 10. <u>Conflict of Interest.</u> Consultant warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever have an interest in or receive any benefit from the profits emoluments of this Agreement.

- 11. <u>Liability and Indemnification</u>. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Consultant shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Consultant, its officers, employees or agents during the performance of this Agreement.
- 12. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties hereto.

IN WITNE	SS WHEREOF, the	parties hereto have executed this Agreement on
this	day of	, 2016.
APPROVED AS	TO FORM	JACKSON COUNTY, MISSOURI
W. Stephen Nixo County Counselo		Frank White, Jr. County Executive
ATTEST:		REBBECCA LAKE WOOD
Mary Jo Spino Clerk of the Legis	slature	By Federal Tax ID:
	REVEN	UE CERTIFICATE
the appropriation unencumbered in	to which this Agreen the treasury from v	palance, otherwise unencumbered to the credit of nent is chargeable and a cash balance otherwise which payment is to be made, each sufficient to the is hereby authorized.
Date		Director of Finance and Purchasing Account Number: 002-3501-56080

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
Res/Ord No.: 19083
Sponsor(s): Dennis Waits
Date: Feb. 22, 2016

Dennis Waits Feb. 22, 2016

SUBJECT	Action Requested Resolution Ordinance		
÷.	Project/Title: A Resolution transerring \$29,000.00 with Executive to execute a Consulting Agreement with Rebbservices for use by the Public Administrator's Office, at	ecca Lake Wood for the f	urnishing of consulting
BUDGET			1
INFORMATION To be completed	Amount authorized by this legislation this fiscal year:	\$29,000 \$0	
By Requesting	Amount previously authorized this fiscal year: Total amount authorized after this legislative action:	\$29,000	
Department and Finance	Amount budgeted for this item * (including transfers):	\$29,000	
	Source of funding (name of fund) and account code	FROM ACCT	
	number; FROM / TO Health Fund – PA – Regular Salaries to Health	002-3501-55010	
*	fund-PA-Other Professional Services	TO ACCT	
*		002-3501-56080	
	* If account includes additional funds for other expenses, total budgeto	ed in the account is: \$	
	OTHER FINANCIAL INFORMATION:		
	No budget impact (no fiscal note required)	unual hudaat); actimated v	alue and use of contract:
	Term and Supply Contract (funds approved in the ar Department: Estimated Use: \$	inuai budget); estimated v	and and use of conduct.
J			
	Prior Year Budget (if applicable):		
	Prior Year Actual Amount Spent (if applicable):		
PRIOR LEGISLATION	Prior ordinances and (date):		
	Prior resolutions and (date):		
	The reserve and (date).		
CONTACT INFORMATION	RLA drafted by (name, title, & phone): John P. Killian, Public Administrator 816.881.3775		
REQUEST			
SUMMARY	On January 29, 2016, the Sixteenth Circuit Court of Jack	son County announced th	e appointment of a new Public
	Administrator, John P. Killian, to serve for a four-year to		
N .	Administrator, the Probate Division of the Circuit Court under the direction of the prior Public Administrator. The		
	Rebbecca Lake Wood to complete the filing of these fin	al settlements. Cost would	be for approximately 800
	cases at \$36.25 each. A transfer from soft saving within	the Department's salary b	udget is recommended to
	cover the cost of this expense.		
CLEARANCE			
	Tax Clearance Completed (Purchasing & Department		
	Business License Verified (Purchasing & Departme		- 0.00 - s)
	Chapter 6 Compliance - Affirmative Action/Prevails	ng Wage (County Auditor	r's Office)

ATTACHMENTS		
REVIEW	Department Director: John P. Killian John P. Killian	Date: 711/16
	Finance (Budget Approval): If applicable	Date: 2/6/6
	Division Manager: More You Brown	Date: 218/16
	County Counselor's Office:	Date:

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

\boxtimes	This expenditure was include	ed in the annual budget.			
	Funds for this were encumbe	red 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 expe	enditure will be/were appropriated b	y 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 funds for specific purchases	d basis and does not obligate Jackso will, of necessity, be determined as	n County to pay any specific amount. The availability each using agency places its order.	of	
	This legislative action does r	not impact the County financially an	d does not require Finance/Budget approval.		

Fiscal Note: Jackson County, Missouri

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

Date:	February 11, 2016	C#	RE	ES# 19083
	ment / Division	Character/Description	From	То
Health Fund -	002	-		
3501 - Public A	Administrator	55010 - Regular Salaries	29,000	
3501 - Public A	Administrator	56080 - Other Professional Services	s : 	29,000
			· :	
##				4
-			· · · · · · · · · · · · · · · · · · ·	-
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			· ——	
	*	<u></u>	*	¥
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		•	w 0 	-
			29,000	29,000
Budgeting				

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract for the furnishing of body armor for use by the Sheriff's Office to KDH Defense Systems of Eden, North Carolina, under the terms and conditions of the General Services Administration Contract No. GS-07F-0249T, an existing government contract.

RESOLUTION NO. 19084, February 22, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has a need for body armor for use by its deputies; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelvemonth term and supply contract for the furnishing of body armor to KDH Defense Systems of Eden, NC, under the terms and conditions of General Services Administration Contract No. GS-07F-0249T, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, <u>Jackson County Code</u>, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Director of Finance

and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award.

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	Walley Muley County Counselor
Certificate of Passage	
I hereby certify that the attached resolution 2016, was duly passed onCounty Legislature. The votes thereon were a	on, Resolution No. 19084 of February 22 , 2016 by the Jacksor is follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature
This award is made on an as needed basis and any specific amount. The availability of funds for appropriations.	
February 12, 2016 Date	Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
Res/@mkNo.: 19084
Sponsor(s): Alfred Jorda

Alfred Jordan

Date:

February 22, 2016

SUBJECT	Action Requested		
	Resolution		
	Ordinance		
	,		
	Project/Title: Awarding a Twelve Month Term and Supply Contract for the furni	shing of Rody Armor for the	
	Sheriff's Office to KDH Defense Systems of Eden, NC under the terms and cond	itions set forth in the General	
	Services Administration (GSA) Contract No. GS-07F-0249T, an existing government	ment contract	
BUDGET		THE SOURCE STATE OF THE STATE O	
INFORMATION	Amount authorized by this legislation this fiscal year:	\$	
To be completed			
By Requesting	Amount previously authorized this fiscal year:		
Department and	Total amount authorized after this legislative action: Amount budgeted for this item * (including transfers): \$		
Finance		\$	
	Source of funding (name of fund) and account code number: * If account includes additional funds for other expenses, total budgeted in the account is: \$		
	in account includes additional failus for other expenses, total budgeted in the account is. \$		
	OTHER FINANCIAL INFORMATION:		
	±		
	No budget impact (no fiscal note required)		
	Term and Supply Contract (funds approved in the annual budget); estimated	value and use of contract:	
	Department: Sheriff's Office Estimated Use: \$30,000.00	, was and as of contract.	
N N N N N N N N N N N N N N N N N N N	Prior Year Budget (if applicable):		
	Prior Year Actual Amount Spent (if applicable):		
PRIOR	Prior ordinances and (date):		
LEGISLATION	Prior resolutions and (date):		
CONTACT			
INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervision	sor, 881-3253	
REQUEST			
SUMMARY	The Sheriff's Office has conducted extensive research and testing on Body Armo	r for its Deputies and has	
	determined KDH's equipment meets the needs of the department. KDH's body a	rmor is also currently used by	
	the Independence, Missouri Police Department.		
	Divergiant to Continu 1020 A of the Leaf Continue Continu	15 1	
	Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance a	and Purchasing recommends the	
	award of a Twelve Month Term and Supply Contract for Body Armor for the She	eriff's Office to KDH Defense	
	Systems on Eden, North Carolina under the terms and conditions set forth in the General Services		
	Administration Contract No. GS-07F-0249T, an existing government contract.		
	The Director of Finance and Durchaging recommends the appropriate of this contract due to high any live		
	The Director of Finance and Purchasing recommends the approval of this contract due to higher volume discounts offered to larger government entities.		
	and of the desired to the for a finite of the less.		
	This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount.		
	The availability of funds for specific purchases is subject to annual appropriation		
	y constant appropriation		
CLEARANCE			
	Tax Clearance Completed (Purchasing & Department) N/A		
	Business License Verified (Purchasing & Department) N/A		
	Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)		
ATTACHMENTS	Memorandum from Captain David Epperson of the Sheriff's Office and the pertin	nent pages of the General	
	Services Administration Contract		

REVIEW	Department Director:	Date:
2	Finance (Budget Approval):	Date: _ // _ / /
	If applicable Warusamum	1. 2112116
	Division Manager.	Pate: // 2 //
	County Counselor's Office	- 11 COVA
	County Counselor's Office:	(Date:
		2

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

GENERAL SERVICES ADMINISTRATION Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu driven database system. The Internet address for GSA *Advantage!* is: GSAAdvantage.gov.

FSC GROUP 84: Law Enforcement and Security Equipment SIN 426-1B Body Armor

Federal Supply Schedule 084 - Total Solutions for Law Enforcement, Security, Facilities Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft and Emergency/Disaster Response



KDH Defense Systems, Inc.

750A Fieldcrest Road Eden, NC 27288-3631 Telephone: 336-635-4158

Fax Number: 336-635-4160

Website: <u>www.kdhdefensesystems.com</u> Email Address: <u>gsa@kdhdefense.com</u>

Contract Number: GS-07F-0249T

Period Covered by Contract: August 28, 2012 to February 28, 2017

Contract effective through Modification PO-0038, dated January 6, 2014

Business Size: Small

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

OFFICE OF JACKSON COUNTY, MISSOURI SHERIFF INTER-OFFICE MEMORANDUM

TO: Barbara Casamento

FROM: Captain David Epperson

DATE: 02/02/2016

SUBJECT: Request for ballistic vest provider

Ms. Casamento,

I am submitting this memorandum to request consideration to make KDH Defense Systems the supplier of ballistic vests for the Jackson County Sheriff's Office.

Colonel Hugh Mills and his training staff conducted an extensive review of ballistic vest providers and determined that the above company and their product satisfactorily met the needs of our agency. KDH Systems has submitted a current GSA contract and currently services at least one larger metropolitan agency, the Independence Police Department. KDH Defense Systems utilizes 9-1-1 Customs, a current vendor of police emergency equipment, to service area contracts and the Sheriff's Office has had a positive experience with this company as well.

I believe a conservative estimate of expected expenditures for the year with KDH Defense Systems could reach \$30,000.00 due to our current ballistic vest stock reaching the its five year effective period.

5x D. Epr

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, February 22, 2016, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19085, February 22, 2016

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, February 22, 2016, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, February 22, 2016, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

majority of the Legislature.

APPROVED AS TO FORM:

Chief Deputy Qounty Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19085 of February 22, 2016, was duly passed on _______, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas ______ Nays ______

Abstaining _____ Absent ______

Date

Mary Jo Spino, Clerk of Legislature

Effective Date: This Resolution shall be effective immediately upon its passage by a

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Letter of Understanding related to the Collective Bargaining Agreement with Local Union No. 42 of the International Association of Firefighters.

RESOLUTION NO. 19086, February 22, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Resolution 18339, dated December 2, 2013, the Legislature did authorize the execution of a Collective Bargaining Agreement (CBA) with Local Union No. 42 of the International Association of Firefighters, regarding the terms and conditions of employment of members of its bargaining unit within the Office of the Prosecuting Attorney; and,

WHEREAS, article XVIII, section 2B. of the CBA contains a provision that bargaining unit members may receive step increases on July 1 of each year; and,

WHEREAS, a merit pool increase was authorized as part of the 2016 budget to be implemented retroactive to January 1, 2016; and,

WHEREAS, the Prosecuting Attorney recommends the execution of the attached amendment to the CBA to change the effective date of step increases for bargaining unit members from July 1 to January 1 for the remainder of the Agreement; 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 Letter of Understanding with Local 42 of the International Association of Firefighters; and,

BE IT FURTHER RESOLVED that all County officials be and hereby are authorized to execute any and all documents and take any other actions necessary to give effect to this Resolution.

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

APPROVED AS TO FORM:	10 . 11 -
Chief Deputy County Counselor Certificate of Passage	County Counselor
	esolution, Resolution No. 19086 of Februar
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature
Funds sufficient for these 2016 merit increa 2016, were appropriated by Ordinance No.	
February 8,2016	Director of Finance and Purchasing

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into this __ day of January, 2016 between Jackson County, Missouri (County), the Jackson County Prosecutor's Office (Prosecutor), and Local 42 of the International Association of Fire Fighters (IAFF).

WHEREAS, the County, the Prosecutor and the IAFF are parties to a Collective Bargaining Agreement (CBA) which relates to terms and conditions of employment for the years 2014-2017;

WHEREAS, the IAFF serves as the exclusive bargaining representative for all Assistant Prosecuting Attorneys (APA) as outlined in the parties CBA;

WHEREAS, the CBA encourages, to the fullest degree, friendly and cooperative relations between respective representatives of the Prosecutor and the IAFF at all levels and among all employees;

WHEREAS, the Prosecutor has provided notice to the IAFF that it intends to make merit increases for eligible bargaining unit members retroactive to January 1, 2016, instead of July 1, 2016, as outlined in the Article XVIII of the CBA.

WHEREAS, in the 2016 budget, the County has allocated a two-percent merit raise pool;

WHEREAS, all parties mutually agree that:

- 1. Until the expiration of the CBA, any and all references to July 1, as it relates to compensation, shall be effectively amended to read January 1; and,
 - a. For raises taking effect in 2017, Article XVIII of the CBA shall continue to govern the process, unless amended by this or a future agreement between the parties; and,
- 2. For raises taking effect in 2016, all employee's covered by this agreement that receive(d) an evaluation score of meets expectations or above shall receive the full 2% merit-based increase; and,
- 3. For raises taking effect in 2016, the employee's existing evaluation which was completed in 2015 shall be used to determine their eligibility for a merit-based increase; unless
 - a. The employee's evaluation score failed to meet expectations, in which case the employee will be re-evaluated and the new score shall be used; or
 - b. The employee has been employed 6 months as of January 1, 2016, and has not received an evaluation in 2015, the employee will be evaluated and the score shall be used.

4. For raises taking effect in 2016, and/or raises based upon the employee's work performance in 2015, the County and Prosecutor, upon completion of the terms of this agreement, shall be deemed to have fulfilled their obligations relating to salary and/or wage increases as covered by Article XVII of the CBA.

II IS SU AGREED.
Approved as to Form:
Jackson County, Missouri Prosecutor's Office
By:
By:
Jackson County, Missouri
By:Frank White, County Executive
Frank White, County Executive Date:
Duc
W. Stephen Nixon, County Counselor (Approved as to form)
Date:
IAFF, Local No. 42
By:
Date:

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

RestOndxNo.:

19086

Sponsor(s):
Date:

Alfred Jordan February 22, 2106

SUBJECT **Action Requested ⊠** Resolution Ordinance Project/Title: A resolution authorizing the county Executive and the Jackson County Prosecuting Attorney to execute an amendment to the agreement with Local Union 42 of the International Association of Fire Fighters regarding the terms and conditions of members of its bargaining unit within the Prosecutor's Office. **BUDGET** INFORMATION Amount authorized by this legislation this fiscal year: \$ \$ To be completed Amount previously authorized this fiscal year: \$ By Requesting Total amount authorized after this legislative action: Department and \$ Amount budgeted for this item * (including Finance transfers): Source of funding (name of fund) and account code number; **FROM** FROM ACCT * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Estimated Use: \$ Department: Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): **PRIOR LEGISLATION** Prior ordinances and (date): Prior resolutions and (date): 17624 7/11 CONTACT **INFORMATION** RLA drafted by (name, title, & phone): Gina Robinson, Chief of Operations, 881-3369 REQUEST As part of the negotiated agreement, the Prosecuting Attorney and County Executive request an **SUMMARY** amendment to the Collective Bargaining Agreement. For fiscal year 2016 merit increases will be implemented retroactive to January 1, 2016 as opposed to July 1, 2016 as set forth in the original agreement. This amendment will be remain in effect for the remainder of the Collective Bargaining Agreement which is set to expire December 31, 2017. **CLEARANCE** Tax Clearance Completed (Purchasing & Department) Business License Verified (Purchasing & Department) Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

ATTA	CHMENTS				
REVIEW		Department Director:	Junte	ters Baker	Date: 21116
		Finance (Budget Approv	val):	•	Date: 2/18/14
		Division Manager:	may You !	Beown	Date: 2/19/11
		County Counselor's Off			Date:
Fiscal Information (to be verified by Budget Office in Finance Department)					
	This expen	diture was included in the	annual budget.		
	Funds for this were encumbered from theFund 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 # 4795				
	Funds sufficient for this appropriation are available from the source indicated below.				
	Account N	lumber:	Account Title:	Amount Not to Exceed	:
				son County to pay any specific amounts each using agency places its order.	nt. The availability of

This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date:

February 18, 2016

RES# 19086

The Funds sufficient for these 2016 merit increase expenditures, retroactive to January 1, 2016 were appropriated by Ordinance # 4795

Budgeting | 2/18/16 -