

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

**AN ORDINANCE** repealing section 241., Jackson County Code 1984, relating to the County Counselor, and enacting, in lieu thereof, one new section relating to the same subject.

**ORDINANCE NO. 5197**, February 11, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, pursuant to the amendment to Article V of the 2010 Jackson County Charter adopted by the voters on November, contracts for legal and other services entered into by the County Counselor are subject to legislative approval; and,

WHEREAS, the Legislature has determined it to be in the interests of governmental efficiency that the County Counselor be allowed to retain court reporters, mediators, and expert witnesses, subject to the availability of budgeted funds, without securing further legislative approval; now therefore,

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

Section A. Enacting Clause. Section 241., Jackson County Code, 1984, is hereby repealed, and one new section enacted in lieu thereof, to be known as section 241, to read as follows:

**241. [Professional Services Contracts]**.

The county counselor shall file with the clerk of the county legislature a copy of each

professional services contract executed pursuant to the county counselor's authority granted under article V, section 6 of the Constitutional Home Rule Charter of Jackson County.]

Contracting Authority.

Subject to the provisions of chapter 10 of this code and available funds, the County Counselor may contract for court reporting, mediation, and expert witness services necessary to support the operations of the County Counselor's Office, without further legislative approval. The procurement of legal service shall be governed by article V, section 7 of the charter.

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

APPROVED AS TO FORM:

  
Interim County Counselor

### Certificate of Passage

I hereby certify that the attached Ordinance, Ordinance No. 5197 introduced on February 4, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

I hereby approved the attached Ordinance No. 5197.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

**AN ORDINANCE** appropriating \$40,000.00 from the undesignated fund balance of the 2019 Grant Fund in acceptance of funds for the Independence Truancy Court School Contract program with the Independence School District, for use by the Family Court Division of the Sixteenth Circuit Court.

**ORDINANCE NO. 5198**, February 11, 2019

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, the Family Court Division of the Sixteenth Circuit Court has entered into a reimbursement agreement with the Independence School District ("District") for the period July 1, 2018, to June 30, 2019, pursuant to which the District will provide funds to the Family Court Division for staffing the Independence Truancy Court School Contract program; and,

WHEREAS, the truancy court program addresses the problem of unexcused absences of student probationers, including the assessment of truancy cases in general; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2019 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Independence Truancy Court			
010-2144	45924 - Increase Revenues	\$40,000	
010-2810	Undesignated Fund Balance		\$40,000
010-2810	Undesignated Fund Balance	\$40,000	
010-2144	55010 - Salary		\$ 30,000
010-2144	55040 - FICA		\$ 2,000
010-2144	55050 – Pension		\$ 3,000
010-2144	55060 – Health Insurance		\$ 5,000

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

**APPROVED AS TO FORM:**

  
Interim/County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5198 introduced on February 11, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

**Yeas** \_\_\_\_\_

**Nays** \_\_\_\_\_

**Abstaining** \_\_\_\_\_

**Absent** \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5198.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$40,000.00

2/6/19  
Date

  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~XXX~~ Ord No.: 5198

Sponsor(s): Jeanie Lauer

Date: February 11, 2019

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<p>Project/Title: <u>Independence Truancy Court School Contract</u></p> <table border="1" data-bbox="326 489 1446 835"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$40,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$40,000</td></tr> <tr> <td>Amount budgeted for this item *:</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number FROM / TO</td><td>           FROM ACCT 010-2810 40,000.00             TO ACCT            010-2144-5010 30,000.00            010-2144-5040 2,000.00            010-2144-5050 3,000.00            010-2144-5060 5,000.00         </td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): 39,000          Prior Year Actual Amount Spent (if applicable): 39,000</p>	Amount authorized by this legislation this fiscal year:	\$40,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$40,000	Amount budgeted for this item *:	\$	Source of funding (name of fund) and account code number FROM / TO	FROM ACCT 010-2810 40,000.00  TO ACCT 010-2144-5010 30,000.00 010-2144-5040 2,000.00 010-2144-5050 3,000.00 010-2144-5060 5,000.00
Amount authorized by this legislation this fiscal year:	\$40,000										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$40,000										
Amount budgeted for this item *:	\$										
Source of funding (name of fund) and account code number FROM / TO	FROM ACCT 010-2810 40,000.00  TO ACCT 010-2144-5010 30,000.00 010-2144-5040 2,000.00 010-2144-5050 3,000.00 010-2144-5060 5,000.00										
PRIOR LEGISLATION	Prior ordinances and (date): 5016 09/20/17 Prior resolutions and (date):										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775										
REQUEST SUMMARY	<p>This is a request to appropriate \$40,000 from the unappropriated surplus of the 2019 Grant fund to cover the Family Court Division's staffing agreements with the Independence School District. The project is named "Independence Truancy Court School Contract" and the program addresses the problem of unexcused absences of student probationers and assess truancy cases of students in general. Students who are assisted in making a better school adjustment will be less likely to be drawn into negative peer groups and improve academic achievement. The project began July 1, 2018 and will continue through June 30, 2019. The total project is \$40,000 and there is no match requirement.</p> <p>Please appropriate the \$40,000 into the accounts listed below:</p> <table data-bbox="326 1434 727 1560"> <tr> <td>5010 Regular Salaries</td><td>\$ 30,000.00</td></tr> <tr> <td>5040 FICA</td><td>2,000.00</td></tr> <tr> <td>5050 Pension</td><td>3,000.00</td></tr> <tr> <td>5060 Health Ins</td><td>5,000.00</td></tr> <tr> <td colspan="2">TOTAL APPROPRIATION: \$ 40,000.00</td></tr> </table>	5010 Regular Salaries	\$ 30,000.00	5040 FICA	2,000.00	5050 Pension	3,000.00	5060 Health Ins	5,000.00	TOTAL APPROPRIATION: \$ 40,000.00	
5010 Regular Salaries	\$ 30,000.00										
5040 FICA	2,000.00										
5050 Pension	3,000.00										
5060 Health Ins	5,000.00										
TOTAL APPROPRIATION: \$ 40,000.00											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance – Affirmative Action/Prevailing Wage (County Auditor's Office)										
ATTACHMENTS											
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date:</td></tr> <tr> <td>Finance (Budget Approval): <i>Carl Bayless</i></td><td>Date: 01/31/19</td></tr> <tr> <td>Division Manager: Theresa Byrd, Deputy Court Administrator <i>Theresa Byrd</i></td><td>Date: 01/31/19</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date:	Finance (Budget Approval): <i>Carl Bayless</i>	Date: 01/31/19	Division Manager: Theresa Byrd, Deputy Court Administrator <i>Theresa Byrd</i>	Date: 01/31/19	County Counselor's Office:	Date:		
Department Director:	Date:										
Finance (Budget Approval): <i>Carl Bayless</i>	Date: 01/31/19										
Division Manager: Theresa Byrd, Deputy Court Administrator <i>Theresa Byrd</i>	Date: 01/31/19										
County Counselor's Office:	Date:										

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant fund – undesignated fund balance	\$40,000.00

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



# Supplemental Appropriation Request

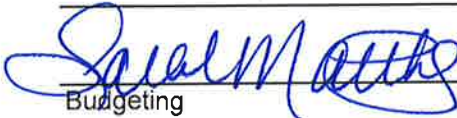
## Jackson County, Missouri

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

Date: February 5, 2019

ORD # 5198

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
2144 - Independence Truancy	45924 - Increase Revenues	40,000	
2810	Undesignated Fund Balance		40,000
2810	Undesignated Fund Balance	40,000	
2144 - Independence Truancy	55010 - Salary		30,000
2144 - Independence Truancy	55040 - FICA		2,000
2144 - Independence Truancy	55050 - Pension		3,000
2144 - Independence Truancy	55060 - Health Insurance		5,000

 2/5/19  
Budgeting

**FAMILY COURT DIVISION  
16TH JUDICIAL CIRCUIT OF MISSOURI  
CONTRACT FOR SERVICES**

This contract is made and entered into by and between the Family Court Division of the 16th Judicial Circuit of Missouri (hereinafter referred to as "Court") and the Independence School District (hereinafter referred to as "Contractor"). For consideration as stated below, the parties agree as follows:

**1. Definitions**

There are no unique definitions in this contract.

**2. Term of Contract**

This contract shall be in effect from July 1, 2018 through June 30, 2019, subject to the provisions of this contract relating to termination of this agreement, as set forth below.

**3. Scope of Services**

The Contractor agrees to partner with the Family Court Division and the Judicial Officers of the 16<sup>th</sup> Judicial Circuit of Missouri in a Success Diversion Program to benefit families in western Independence, Missouri. Judicial Officers of the 16<sup>th</sup> Judicial Circuit of Missouri will preside over Success Court sessions. Contractor agrees to provide the following services at Nowlin Middle School:

- Provide sufficient meeting space for all Success Court sessions and related activities
- Provide the services of a Family School Liaison
- Provide the services of a School Principal or Assistant School Principal to oversee all administrative aspects of the program
- Provide program evaluation services
- Familiarize teachers with the program as needed and ensure that the appropriate teachers identify students for the program and complete weekly Success Court reports
- Provide office space, telephone, and dedicated phone line for computer modem for Family Court employee

The Court agrees to:

- Provide the services of a Family Court Youth Worker
- Provide incentives for students participating in Success Court

#### 4. Payment

a. Contractor agrees to reimburse the Court in an amount not to exceed \$40,000.00 in salary and benefits for the contract term for services provided to Contractor by a designated Family Court employee.

#### 5. Invoice

The Court agrees to submit an invoice on a monthly basis following the time for which services are being charged in the invoice. Payment terms are net 30 (thirty) from the date of the invoice. If payment is not received within 30 (thirty) days of the date of the invoice, Contractor shall be considered to be in default and shall have an additional 30 (thirty) days to cure the default. If payment is not received by the end of the 60 (sixty) day period or if arrangements to make the payment have not been offered to, and accepted by, the Court, then the Court may, at its discretion, consider its performance of the remainder of the contract excused.

The invoice shall state with specificity the number of units performed, the cost of each unit, and the total amount of reimbursement due for the period of time in which services are being charged.

Invoices shall be sent to the attention of: Merideth Parrish  
Director of Neighborhood & Family Services  
Independence School District  
201 North Forest Avenue  
Independence, Missouri 64050

Payment shall be sent to: Accounts Payable  
Family Court Division  
16<sup>th</sup> Judicial Circuit of Missouri  
625 East 26<sup>th</sup> Street  
Kansas City, Missouri 64108

#### 6. Termination

- a. Either party may cancel this contract by giving written notice to the other party no later than thirty (30) days in advance of a specified date of termination.
- b. Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of service, in which case the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- c. Immediate termination of this contract may occur for good cause at the Court's discretion.

#### 7. Confidentiality Clause

All information that the Contractor may acquire from the Court in conjunction with the Contractor's services is confidential and is not to be transferred or disclosed to any other individual and/or agency without the specific, written consent of the Court.

#### 8. Severability

If any clause or provision in this agreement shall be adjudged invalid or unenforceable, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

#### 9. Governing Law

This contract shall be construed in accordance with the laws of the State of Missouri without regard to Missouri's choice of law rules, and that Missouri shall be the forum state for all legal proceedings arising out of this agreement.

#### 10. Indemnification

- a. The Contractor and/or the applicable insurers shall assume all costs of any litigation claims, causes of action and suits (including reasonable attorneys' fees and all costs of investigations) for any actions, injuries, death or causes of action of any nature whatsoever, arising out of the acts, omissions or errors of the Contractor, its employees, agents, independent contractors and/or staff assigned to the Court pursuant to this agreement. The Contractor also agrees to defend, indemnify, and hold the 16th Judicial Circuit of Missouri, Jackson County, Missouri, the State of Missouri, and all their employees, agents and representatives harmless for any and all liability, claims, demands, causes of action and suits (including reasonable attorneys' fees and all costs of investigations) for any actions, injuries, death or causes of action of any nature whatsoever, arising out of the acts, omissions or errors of the Contractor, its employees, independent contractors, agents and/or staff assigned to the Court pursuant to this agreement. Nothing in this contract will be deemed to constitute a waiver of the sovereign immunity of Jackson County, Missouri, the State of Missouri, and/or the 16th Judicial Circuit of Missouri.

#### 11. Other Provisions

- a. This agreement does not establish a master/servant or employer/employee relationship. It is intended between the parties that the Contractor is an independent contractor. Further it is understood as follows:
  - 1) The methods to be employed by the Contractor will be decided upon by the Contractor and not by the Court. The Court will not have any control over the Contractor, except to perform according to this agreement.
  - 2) The Contractor will pay any amounts due as a result of the Federal Insurance Contribution Act ("FICA"), the Federal Unemployment Act ("FUTA"), applicable federal, state and local income tax liabilities, and all workers' compensation laws,

and will furnish proof of these payments in a reasonable form as requested by the the Court.

- 3) The Court does not have mandatory rules of conduct for the Contractor.
  - 4) The Contractor will not be treated as an employee with respect to the services performed under this contract for federal, state, or local income tax purposes.
  - 5) For reporting purposes, the Contractor's taxpayer identification number or, in lieu thereof, the Contractor's social security number is: \_\_\_\_\_.
- b. All documents, manuals, and property belonging to the Court, and used by the Contractor, shall be returned to the Court on demand and in no event later than the last day of this term of this agreement. All information obtained by the Contractor from other sources, and used in providing services under this contract, are the exclusive property of the Court, and shall be returned to the Court as provided above.
- c. Any notification under this contract shall be made to:

On behalf of the Court: Theresa Byrd  
Deputy Court Administrator/Family Court  
Family Court Division, 16th Judicial Circuit of MO  
625 East 26<sup>th</sup> Street  
Kansas City, Missouri 64108

On behalf of the Contractor: Merideth Parrish  
Director of Neighborhood & Family Services  
Independence School District  
201 North Forest Avenue  
Independence, Missouri 64050

All notices permitted or required by this agreement shall be deemed given when made in written form and delivered personally or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to the other party at the address set forth above.

- d. The Contractor cannot subcontract any provisions of this agreement without the express, written prior consent of the Court.
- e. The Director of Field Services, Family Court, or her designee, shall be notified if personnel problems arise under this contract.
- f. Waiver by either party of any term or condition of this agreement shall not operate as a waiver of any subsequent breach of the same or of any other term or condition. No term, covenant, or condition of this agreement can be waived except by written consent and no delay in acting shall constitute a waiver of the term or condition.

- g. The Court reserves the right to review and/or audit Contractor's services and documentation at any time during the contract period.
- h. Contractor certifies, by signing this agreement, that all employees of Contractor are legally eligible to work within the United States. Contractor shall provide proof of legal eligibility upon request by the Court.
- i. Any person whose contact with Success Court youth arises out of that person's work in this program shall successfully complete a criminal history background check and a CAVN network background check prior to the beginning of their work with youth in the program.
- j. This contract, and the terms and conditions in the Court's purchase order, contain the entire agreement between the parties to this contract with respect to the matters covered herein, and supersede all proposals and other communication of the parties. No other agreements, representations or warranties, oral or written, have been made or are being made by the parties to this agreement.

IN WITNESS WHEREOF, the parties execute this agreement.

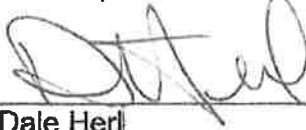
Family Court Division  
16th Judicial Circuit of Missouri  
625 East 26<sup>th</sup> Street  
Kansas City, Missouri 64108

By:   
Theresa Byrd  
Deputy Court Administrator/Family Court

Date: 08/29/18

and

Independence School District  
201 North Forest Avenue  
Independence, Missouri 64050

By:   
Dale Herlihy  
Superintendent

Date: 7/1/18

Budget approval for Family Court:

O.R. Fairchild, Jr.  
O.R. Fairchild, Jr.  
Budget and Fiscal Operations Officer/Family Court

Date: 08/27/18

Legal approval for Family Court:

Diane Olmsted  
Diane Olmsted  
Assistant Legal Counsel/Family Court

Date: 8/27/18

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

**A RESOLUTION** authorizing the County Executive to execute a contract with the Jackson County Board of Services for the Developmentally Disabled to provide for partial funding of various programs of the Parks + Rec Department's Special Population Services Division.

**RESOLUTION NO. 20082**, February 11, 2019

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has applied to the Jackson County Board of Services for the Developmentally Disabled – EITAS, for funding assistance for the Department's Special Population Services Division for 2019; and,

WHEREAS, the Board has agreed to provide a maximum sum of \$234,200.00 pursuant to the attached contract to assist the Division with its programming, which is based on how learned social, physical, athletic, and developmental skills transfer into the individual's every day and vocational life; and,

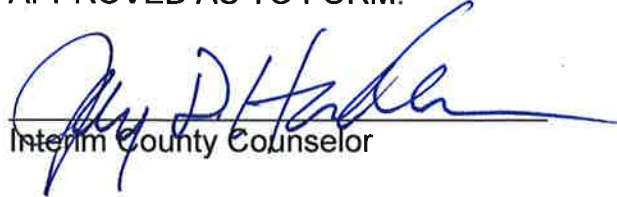
WHEREAS, execution of this contract with the Board is in the best interest of the health, safety, and welfare of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached contract with the Jackson County Board of Services for the Developmentally Disabled.



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

APPROVED AS TO FORM:

  
Interim County Counselor

**Certificate of Passage**

I hereby certify that the attached resolution, Resolution No. 20082 of February 4, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION EXECUTIVE OFFICE







JAN 24 2019

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20082

Sponsor(s): Tony Miller

Date: February 11, 2019

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS.</u>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="331 531 1206 751"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$234,200</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$234,200</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:  <input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:            Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$234,200            Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$234,200	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$234,200	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
Amount authorized by this legislation this fiscal year:	\$234,200											
Amount previously authorized this fiscal year:	\$											
Total amount authorized after this legislative action:	\$234,200											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number; FROM / TO												
PRIOR LEGISLATION	Prior ordinances and (date):  Prior resolutions and (date): # 19725 February 27, 2018											
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Tina M. Spallo Superintendent of Recreation											
REQUEST SUMMARY	Resolution authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS, accepting partial funding of various programs of the Parks + Rec Department's Special Population Services Division.  The Parks + Rec Department has applied to EITAS for funding assistance for the Department's Special Population Services Division for 2019. The Board has agreed to provide up to \$234,200 for these services for the term of this contract, January 1, 2019 to December 31, 2019.											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
ATTACHMENTS												
REVIEW	<table border="1" data-bbox="321 1703 1528 1940"> <tr> <td>Department Director: Michele Newman, Director of Parks &amp; Recreation </td><td>Date: 2-18-19</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date:</td></tr> <tr> <td>Division Manager: </td><td>Date: 1-24-19</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>		Department Director: Michele Newman, Director of Parks & Recreation 	Date: 2-18-19	Finance (Budget Approval): If applicable	Date:	Division Manager: 	Date: 1-24-19	County Counselor's Office:	Date:		
Department Director: Michele Newman, Director of Parks & Recreation 	Date: 2-18-19											
Finance (Budget Approval): If applicable	Date:											
Division Manager: 	Date: 1-24-19											
County Counselor's Office:	Date:											

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

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

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

**RESOLUTION NO. 20083**, February 11, 2019

**INTRODUCED BY** Ronald E. Finley, County Legislator

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

WHEREAS, the parking lot will be used for the Household Hazardous Waste Collection event scheduled for April 6, 2019 ; and,

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

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

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

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

APPROVED AS TO FORM:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20083 of February 4, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

## EXECUTIVE OFFICE

Completed by County Counselor's Office:

Res/Ord No.: 20083



Sponsor(s): Ronald E. Finley

Date: February 11, 2019

JAN 29 2019

<b>SUBJECT</b>	<p>Action Requested: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Independence Parking Lot use for the City of Independence Household Hazardous Waste event on April 6<sup>th</sup>, 2019</p>										
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$0</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$0</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT  TO ACCT</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$0										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$0										
Amount budgeted for this item * (including transfers):	\$0										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT										
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. 17341, 8/19/10; 17492, 2/14/11; 17817, 2/27/12; 18101, 2/19/13; 18410, 2/24/14; 18706, 2/18/15; 19403, 3/29/17; 19780, 3/19/18;</p>										
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Kimberly Byers, Office Administrator, 881-3258</p>										
<b>REQUEST SUMMARY</b>	<p>The City of Independence Water Pollution Control Department has requested permission to use the Jackson County Independence parking lot at the southeast corner of Kansas and Osage for the use of the annual Household Hazardous Waste Collection event to be held on April 6, 2019. The following stipulations will apply:</p> <ol style="list-style-type: none"><li>1) The County will require a Certificate of Liability Insurance.</li><li>2) The City of Independence will be responsible for returning the parking lot to its "as-good-as" condition as it was prior to the event. This will include all cleanup and any repairs needed.</li><li>3) The parking lot will be ready for use by the County no later than 7:00 am on Monday, April 8, 2019.</li></ol>										



CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Letter request from Lisa Phelps, Director Water Pollution Control dated November 15, 2018	
REVIEW	Department Director: Brian Gaddie, Public Works Department 	Date: 1.28.19
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 1.29.19
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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





# *City of Independence*

## WATER POLLUTION CONTROL DEPARTMENT

P.O. BOX 1019 • INDEPENDENCE, MISSOURI 64051-0519 • (816) 325-7711 • FAX (816) 325-7722

*AN EQUAL OPPORTUNITY EMPLOYER*

November 15, 2018



Jackson County Facilities Management  
415 E 12<sup>th</sup> St Floor 3M  
Kansas City, MO 64106  
Attn: Kym Byers

The City of Independence will once again be sponsoring a collection for household hazardous wastes – this year to be held on April 6<sup>th</sup>. We are requesting the use of Jackson County's parking lot, located at Kansas and Osage streets, for control and flow of vehicles coming to the collection. The actual handling of wastes and unloading of vehicles will be on the Independence side of the vacant lot.

Liability insurance coverage certificates will be provided to our environmental contractor and I will fax or send a copy to you as soon as I receive them. In the meantime, I would like to obtain your permission for use of the lot so we can proceed with our planning of the event.

Please provide us with a letter granting permission to use the parking lot for the date of April 6, 2019. Thank you for your cooperation and assistance in the past. If you have any question, please call me or Laura Edgar of my staff, at 816-325-7440.

Sincerely,

Lisa Phelps, Director  
Water Pollution Control

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

**A RESOLUTION** authorizing the County Executive to execute an Intergovernmental Agreement with the City of Lee's Summit Parks and Recreation Department for parking area entry usage, at no cost to the County.

**RESOLUTION NO. 20084**, February 11, 2019

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Director of Parks + Rec desires to enter into an intergovernmental agreement with the City of Lee's Summit Parks and Recreation Department for access across the County's parking lot adjacent to the Longview Community Center for the City's maintenance vehicles; and,

WHEREAS, a Intergovernmental Agreement between the City of Lee's Summit and the County will allow the Parks + Rec Department to utilize the parking lot at the Community Center for their annual Trip the Lights' bicycle event; and,


WHEREAS, the City of Lee's Summit Parks and Recreation Department has agreed to the cost-share of future maintenance and improvements to the County's parking area; and,

WHEREAS, the Director of Parks + Rec recommends the execution of an intergovernmental agreement with the City of Lee's Summit; 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 Intergovernmental Agreement with the City of Lee's Summit.

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

APPROVED AS TO FORM:

  
Interim County Counselor

**Certificate of Passage**

I hereby certify that the attached resolution, Resolution No. 20084 of February 11, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20084

Sponsor(s): Tony Miller

Date: February 11, 2019

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <b>Intergovernmental Agreement – Parking Area Entry Use and Improvement with the Lee's Summit Parks and Recreation Department</b></p>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT  TO ACCT</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): NA Prior Year Actual Amount Spent (if applicable): NA</p>		Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
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Total amount authorized after this legislative action:	\$											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT											
PRIOR LEGISLATION	<p>Prior ordinances and (date): NA</p> <p>Prior resolutions and (date): NA</p>											
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): <b>Michele Newman, Director, (816) 503-4821</b></p>											
REQUEST SUMMARY	<p>This Intergovernmental Agreement with the City of Lee's Summit Parks and Recreation Department authorizes the City access across the County's parking lot adjacent to the Longview Community Center for maintenance vehicles. In addition, the Agreement permits Parks + Rec to utilize parking at the Community Center for our annual Trip the Lightss' bicycle event. Lee's Summit Parks and Recreation also agrees to cost-share future maintenance and improvements to the County's parking area. There is no cost to the County to approve this Agreement. The Parks+Rec Department respectfully requests approval of the Agreement and authorization for the County Executive or his designee to execute the Agreement.</p>											
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>											
ATTACHMENTS	<p>Intergovernmental Agreement and Exhibit A</p>											

REVIEW	Department Director:	Date:
	Finance (Budget Approval): If applicable	Date:
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

**INTERGOVERNMENTAL AGREEMENT  
PARKING AREA ENTRY USE AND IMPROVEMENT**

THIS INTERGOVERNMENTAL AGREEMENT FOR PARKING AREA ENTRY USE AND IMPROVEMENT (hereinafter "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri Municipal Corporation, by and through the LEE'S SUMMIT PARKS AND RECREATION BOARD (hereinafter "LSPR") and JACKSON COUNTY, MISSOURI a political subdivision of the State of Missouri (hereinafter "Jackson County.") WITNESSETH:

**WHEREAS**, the City of Lee's Summit is a constitutional charter City, organized and existing under the laws of the State of Missouri (hereinafter "City"); and,

**WHEREAS**, the Lee's Summit Parks and Recreation Board is empowered under the Charter of the City of Lee's Summit, Missouri, with the control of the supervision, improvement, care and custody of parks and recreation activities in the City of Lee's Summit, Missouri; and,

**WHEREAS**, LSPR owns property located at 3801 SW Longview Road, Lee's Summit, Missouri, commonly known as Longview Community Center; and,

**WHEREAS**, Jackson County leases property from the US Army Corps of Engineers, immediately adjacent to Longview Community Center to the west, which includes a parking lot that is connected to the west entrance and trash enclosure area for Longview Community Center, with the only access to the same being through the parking lot via SW County Park Road; and,

**WHEREAS**, in order to accommodate trash service needs for Longview Community Center, LSPR and Jackson County have negotiated certain terms and conditions which would allow for access across County leased property in favor of LSPR in exchange for certain improvements and maintenance obligations accruing to LSPR for the benefit of Jackson County, which have been established in response to the additional burden placed upon the area as a result of LSPR's use of the same; and,

**WHEREAS**, the terms and conditions associated with the accommodations as referenced herein, have been reduced to writing in this Agreement, and LSPR and Jackson County desire to enter into this Agreement for purposes of formally memorializing the same.

**NOW, THEREFORE**, it is agreed by LSPR and Jackson County as follows:

1. **Grant of Access.** Jackson County shall permit Ingress and Egress in favor of LSPR, for access for trash services vehicles and other equipment and vehicles needed to reasonably access and serve the Longview Community Center, across the property in an area as noted on attached "Exhibit A" and incorporated herein by reference.
2. **Cost of Increased Improvements to be borne by LSPR.** A portion of Jackson County leased land, as depicted on Exhibit A will experience increased traffic and use by heavy equipment as a result of this Agreement. LSPR hereby agrees to compensate Jackson County for the cost of certain improvements to the Use Area. Specifically, LSPR agrees to provide a one-time payment which represents the increased cost for improvement of the southernmost entrance apron, as well as an area equally as wide as the entrance apron to the LSPR trash dumpster driveway and a 42'x30' section of pavement immediately adjacent to the LSPR trash dumpster driveway, all identified on

**INTERGOVERNMENTAL AGREEMENT  
PARKING AREA ENTRY USE AND IMPROVEMENT**

Exhibit A. This shall include an increase in the depth of asphalt to be paved in the Use Area to a thickness of 6". LSPR and Jackson County shall share equally in the costs for Improvements, but in no case shall the total compensation to Jackson County from LSPR under this Section of the Agreement exceed TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). The improvements contemplated under this Section shall be completed by July 2020, or upon such other date as mutually agreed upon in writing by the Administrator of Parks and Recreation for LSPR and the Director of Parks + Rec for Jackson County. No other improvements are authorized by this Agreement. The LSPR provided trash dumpster shall be placed adjacent to the Longview Community Center by LSPR, as depicted on Exhibit A.

3. **Ongoing Maintenance Costs.** As Jackson County identifies maintenance or improvement needs for the Use Area which are not specifically addressed in this Agreement for Ingress and Egress, LSPR agrees to participate in good faith discussions to identify what reasonable monetary contribution shall be assessed to LSPR for the same.
4. **Use Area Utilization.** Access across County leased area for heavy equipment access shall be primarily on weekdays, Monday through Friday, between the hours of 8:00 am and 4:00 pm. Jackson County shall retain the right to temporarily close Use Area for County special events, such as the County's annual Trip the Light bicycle event, and will notify LSPR no less than thirty (30) days prior to any temporary closure. In no event will the temporary closure of the Use Area exceed seventy two (72) hours.
5. **Other Consideration.** As additional consideration for this Agreement, LSPR agrees to allow Jackson County, free of charge, utilization of a maximum of 350 spaces in LSPR's parking area on the west side of the Longview Community Center to be used as public/participant parking for Jackson County's annual Trip the Light bicycle event to be hosted on the Sunday before Thanksgiving, between the hours of 5:00 pm and 10:00 pm. Jackson County will provide notice to LSPR of the planned event date a minimum of sixty (60) days prior to the event. Further, Jackson County shall not permit alcoholic drinks to be sold or provided on LSPR property under any circumstances, and shall further ensure there are sufficient staff/volunteers to coordinate parking for the event and ensure that participants only park in areas identified pursuant to this Agreement. LSPR agrees to mark the areas of parking which shall remain open for use by patrons of Longview Community Center.
6. **Term and Termination.** The Initial Term of this Agreement shall be for a period of ten (10) years from the date of execution. Thereafter, this Agreement may be extended by mutual written agreement of the parties for successive one (1) year periods unless and until terminated in writing no less than ninety (90) days prior to its' natural expiration. Non-appropriation of funds by either LSPR or Jackson County shall not be considered a violation or default of this Agreement. In the event that LSPR does not appropriate funds as required herein, Jackson County shall be entitled to terminate this Agreement at its' discretion.
7. **Insurance.** Jackson County and LSPR shall each furnish evidence that it is self-insured or has procured insurance pursuant to any statute adopted by the General Assembly of Missouri authorizing same, including, but not limited to, the following: Section 71.185, Section 105.711, Section 105.721, Section 105.1070, Section 162.013, Section 537.610 and/or Section 537.620.

**INTERGOVERNMENTAL AGREEMENT  
PARKING AREA ENTRY USE AND IMPROVMENT**

8. **Indemnification.** Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its trustees, officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold harmless the other party from costs or expenses incurred as a result of such claims. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable state governmental immunities law and each party shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. § 537.600, et seq.
9. **Non-Discrimination Provisions.** LSPR and Jackson County each agree not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, veteran status or any other status protected by applicable law. The parties also agree to abide by the requirements of 41 CFR §60-300.5(a) and 41 CFR §60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
10. **Compliance with the Law.** LSPR and Jackson County shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
11. **Interest of Local Public Office/Political Activity.** No member of the City Council of the City, the Lee's Summit Parks and Recreation Board, or any officer, employee or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.
12. **Notice.** Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereafter specified:

If to LSPR:

Administrator of Parks and Recreation  
220 SE Green Street  
Lee's Summit, Missouri 64063

If to Jackson County:

Director of Parks + Rec  
22807 Woods Chapel Road  
Blue Springs, MO 64015

13. **Amendments.** In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and Jackson County mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an Amendment.
14. **Severability.** It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.
15. **No Agency.** Except to the extent as expressly provided herein, nothing in this Agreement shall create an agency, partnership, or joint venture between LSPR and Jackson County.
16. **Remedies.** All rights and remedies of the parties, at law or in equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.



**INTERGOVERNMENTAL AGREEMENT  
PARKING AREA ENTRY USE AND IMPROVMENT**

- 17. Assignment.** This Agreement shall not be assigned by either LSPR or Jackson County without the prior written consent of the other party, and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 18. Governing Law.** This Agreement shall be deemed to have been made within the County of Jackson, State of Missouri, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri and before the courts of Missouri in the County of Jackson.
- 19. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its' subject matter and any prior agreements, understandings or other matters whether oral or written, are hereby merged into and made part hereof, and are not of further force or effect.
- 20. Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. Execution by one or both of the parties after the date of the Event shall not render this Agreement invalid.

IN WITNESS WHEREOF, LSPR and Jackson County have executed this Agreement as of the date and year first written above.

**CITY OF LEE'S SUMMIT, MISSOURI  
LEE'S SUMMIT PARKS AND RECREATION BOARD**

---

William A. Baird  
Mayor

---

Joe Snook  
Administrator of Parks and Recreation

Approved as to Form:

---

Jackie McCormick Heanue  
Superintendent of Legal Services & Human Resources

INTERGOVERNMENTAL AGREEMENT  
PARKING AREA ENTRY USE AND IMPROVMENT

JACKSON COUNTY, MISSOURI

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT "A"

Intergovernmental Agreement  
Parking Area Entry Use and Improvement

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

**A RESOLUTION** authorizing the County Counselor to execute extensions to the Legal Services Agreements with certain lawyers and law firms, at no additional cost to the County.

**RESOLUTION NO. 20085**, February 11, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, in 2018 the County Counselor entered into Legal Services Agreements with certain law firms and lawyers which expired on December 31, 2018, with funding not fully expended; and,

WHEREAS, the Interim County Counselor recommends that these agreements be extended to allow the County to take advantage of and expend the 2018 funding which remains encumbered; and,

WHEREAS, the recommended extensions would be at no additional cost to the County; and,

WHEREAS, the lawyers and law firms whose contracts are recommended for extensions are as follows:

Ronald L. Holliger  
Blue Springs, MO

Lathrop Gage LLP  
Kansas City, MO

Husch Blackwell LLP  
Kansas City, MO

Evans & Dixon, LLC  
Kansas City, MO

Polsinelli PC  
Kansas City, MO

Ronald L. Jurgeson  
Lee's Summit, MO

Wagstaff & Cartmell LLP  
Kansas City, MO

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute extensions to the Legal Services Agreements with the law firms and lawyers identified in this Resolution, for a term ending December 31, 2019, at no additional cost to the County.

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

APPROVED AS TO FORM:

  
Interim County Counselor

**Certificate of Passage**

I hereby certify that the attached resolution, Resolution No. 20085 of February 11, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** reappointing Dan Tarwater III to the Kansas City Zoological District Commission.

**RESOLUTION NO. 20086**, February 11, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, by Ordinance 4334, dated August 8, 2011, the Legislature did submit to the qualified voters of the County at a special election held on November 8, 2011, a question authorizing participation in the Kansas City Zoological District and approving a retail sales tax of one-eighth ( $1/8$ ) of one cent for the support of zoological activities within the district; and,

WHEREAS, at that election, the voters of Jackson County, as well as those of Clay County, Missouri, approved the question submitted, and thus authorized the creation of the district and the imposition of the sales tax; and,

WHEREAS, section 184.506.1, RSMo., the enabling legislation for the creation of the district, provides that the district be governed by a commission whose membership is to include a member of the governing body of each county which is a part of the district, who shall be appointed by majority vote of such governing body; and,

WHEREAS, by Resolution 18735, dated February 17, 2015, the Legislature did re-appoint Legislator Dan Tarwater III to serve as a member of the Kansas City Zoological District

Commission, for a term to expire December 31, 2018; and,

WHEREAS, in view of the expiration of Mr. Tawater's term, it is now appropriate that the Legislature adopt this Resolution reappointing Dan Tarwater III to the commission, for a term to expire December 31, 2022; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that Dan Tarwater III be and hereby is reappointed to the Kansas City Zoological District Commission for a term to expire December 31, 2022, pursuant to section 184.506.2, RSMo.



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

APPROVED AS TO FORM:

  
Interim County Counselor

**Certificate of Passage**

I hereby certify that the attached resolution, Resolution No. 20086 of February 11, 2019 was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** appointing Charlie Franklin to the Kansas and Missouri Metropolitan Culture District Commission.

**RESOLUTION NO. 20087**, February 11, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, by Ordinance 2566, dated July 22, 1996, the Legislature did submit to the qualified voters of the County at the general election held on November 5, 1996, a question authorizing participation in the Kansas and Missouri Metropolitan Culture District and approving a retail sales tax of one-eighth (1/8) of one cent for the restoration Kansas City's Union Station and the construction of a science museum at Union Station; and,

WHEREAS, at that election, the voters of Jackson County, as well as those of Platte and Clay Counties, Missouri, and Johnson County, Kansas, approved the question submitted, and thus authorized the creation of the district and the imposition of the sales tax; and,

WHEREAS, article V(a) of § 70.500, RSMo 2000, the enabling legislation in Missouri for the creation of the district, provides that the district be governed by a commission whose membership is to include a member of the governing body of each county which is a part of the district, who shall be appointed by majority vote of such governing body; and,

WHEREAS, the office of the Jackson County appointee to this commission is now vacate; and,

WHEREAS, it is now appropriate that the Legislature adopt this Resolution appointing one of its members to the commission as a successor appointee, for a term to expire December 31, 2022; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following-named member of the Legislature be and hereby is appointed to the Kansas and Missouri Metropolitan Culture District Commission for a term to expire December 31, 2022, under § 70.500, art. V(a)(1) and art. V(a)(5), RSMo 2000:

Charlie Franklin

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

**APPROVED AS TO FORM:**

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

**Certificate of Passage**

I hereby certify that the attached resolution, Resolution No. 20087 of February 11, 2019 was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** authorizing the Interim County Counselor to execute a Full Property Damage Release of All Claims with Indemnity document in favor of Progressive Casualty Insurance Co., in connection with an automobile accident involving a County-owned vehicle.

**RESOLUTION NO. 20088**, February 11, 2019

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, on December 29, 2017, a County-owned vehicle was damaged as a result of a collision with a vehicle operated by a driver insured by Progressive Casualty Insurance Co; and

WHEREAS, Progressive has agreed to at least partially compensate the County for its damages, but has requested the execution of a settlement document containing an indemnity provision that requires legislative authorization; and

WHEREAS, the Interim County Counselor recommends the execution of this settlement document and indemnity provision and the acceptance of the settlement proceeds as 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 Interim County Counselor be and hereby is authorized to execute the attached Full Property Damage Release of All Claims with Indemnity document in favor of

Progressive Casualty Insurance Co., and any and all other documents necessary to give effect to the intent of this Resolution.

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20088

Sponsor(s): Crystal Williams

Date: February 11, 2019

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution to approve a settlement with Progressive Insurance stemming from a vehicular accident</u></p>										
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td> <p>FROM ACCT</p> <p>TO ACCT</p> </td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	<p>FROM ACCT</p> <p>TO ACCT</p>
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	<p>FROM ACCT</p> <p>TO ACCT</p>										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Sarah Matthes, Risk Manager, 816.881.3202</p>										
REQUEST SUMMARY	<p>Accept and approve Progressive Insurance's indemnity language in relation to a settlement agreement with the Department of Public Works – Environmental Health. Once approved and signed, Progressive will send us \$3,153.53 as insurance proceeds.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Indemnity Agreement</p>										

REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



## FULL PROPERTY DAMAGE RELEASE OF ALL CLAIMS WITH INDEMNITY

Claim #: 18-4100735

KNOW ALL BY THESE PRESENTS, that I (we), **Jackson County, Missouri** for and in consideration of the sum of **Three Thousand One Hundred and Fifty Three Dollars and 53/100 (\$3153.53)**, the receipt whereof is hereby acknowledged, does/do hereby for my heirs, executors, administrators, successors, and assigns and any and all other persons, firms, employers, corporations, associations or partnerships release, acquit and forever discharge **Wesley McKay and Progressive Casualty Insurance Company** of and from any and all property damage claims resulting from an automobile accident which occurred on or about 12/29/17, at or near **Jackson County, MO**.

It is understood and agreed that this settlement is in full compromise of a doubtful and disputed claim as to the nature and extent of the property damages, and that neither this release, nor the payment pursuant thereto shall be construed as an admission of liability, such being denied.

It is further understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief, and knowledge of the nature, extent, effect, and duration of said property damages and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

In consideration of the payment of the sum, the undersigned further agrees to indemnify **Wesley McKay and Progressive Casualty Insurance Company** and save them harmless from any and all further property damage claims arising because of any property damage to the property of **Jackson County, MO** which occurred on 12/29/17, and, if necessary in order to save them so harmless, to satisfy on their behalf and judgment against them arising in any way out of the aforesaid accident.

**THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Witness Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Witness Signature Date



**FRANK WHITE, JR.**  
Jackson County Executive

**EXECUTIVE ORDER NO. 19-01**

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

**FROM: FRANK WHITE, JR.  
JACKSON COUNTY EXECUTIVE**

**DATE: JANUARY 30, 2019**

**RE: APPOINTMENTS AND REAPPOINTMENTS TO THE JACKSON  
COUNTY FREEDOM MEMORIAL WALL COMMISSION**

RECEIVED

JAN 30 2019 JHK

MARY JO SPINO  
COUNTY CLERK

Pursuant to chapter 95 of the Jackson County Code, I hereby make the following appointments and reappointments to the Jackson County Freedom Memorial Wall Commission:

**Lisa Pelofsky** is appointed to fill the vacancy occasioned by the expiration of the term of **Margaret May** for a term to expire September 21, 2021. A copy of Ms. Pelofsky's resume is attached.

**Ronald E. Finley, County Legislator-2<sup>nd</sup> District**, is appointed for a term to expire December 31, 2021. Mr. Finley is appointed as Chair of the Commission.

**Bob Hill** is reappointed for a term to expire September 21, 2021.

**Vernon P. Howard** is reappointed for a term to expire September 21, 2021.

**Tyjaun A. Lee, Ph.D.** is reappointed for a term to expire September 21, 2021.

**Anita Russell** is reappointed for a term to expire September 21, 2021.

**Sharon Sanders Brooks** is reappointed for a term to expire September 21, 2021.

**Karen Slaughter** is reappointed for a term to expire September 21, 2021.

**Marquita L. Taylor** is reappointed for a term to expire September 21, 2021.

  
Frank White, Jr., County Executive

Date: 1/30/19



## BYRNE PELOFSKY + ASSOCIATES, LLC

4042 Central Street

Kansas City, Missouri 64111

816.237.1999

fax: 816.363.3219

[info@byrnepelofsky.com](http://info@byrnepelofsky.com)

### **Lisa Pelofsky, Co-Founder + CEO**

Lisa earned her Bachelor degree from American University in 1986, where she also lettered in women's basketball as a NCAA Division I athlete. Lisa began her career on Capitol Hill as a Congressional staffer. Following a stint in Washington, DC, she returned to Kansas City and worked for a number of nonprofit agencies as Director of Development, where she raised millions of dollars.

As a community volunteer, Lisa has served as a board member of the Greater Kansas City Sports Commission and the Women's Intersport Network for Kansas City (WIN for KC), Calvary Community Outreach Network, and the Bruce R. Watkins Cultural Heritage Center. She has also served on the host committee for numerous NCAA events, USA Gymnastics and the WNBA. In 2008, Lisa was appointed to the Jackson County Board of Domestic Violence responsible for state appropriated funds for domestic violence agencies.

On April 19, 2010, Lisa was appointed by Governor Jay Nixon to serve on the Kansas City Board of Police Commissioners. In May of 2012, Lisa became President of the Board of Police Commissioners.