

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

**A RESOLUTION** transferring \$100,000.00 within the 2017 Anti-Drug Sales Tax Fund and awarding a twelve-month contract with one twelve-month option to extend on Request for Proposals 39-17 for the furnishing of victim and witness support services for use by the Prosecuting Attorney's Office to the Ad Hoc Group Against Crime of Kansas City, Missouri, at a cost to the County not to exceed \$112,044.00.

**RESOLUTION NO. 19608**, October 16, 2017

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, the Prosecuting Attorney's Office recommends a victim and witness support program to provide an emergency response team to assist citizens impacted by violence and crimes; and,

WHEREAS, by Request for Proposals (RFP) No. 39-17, the Director of Finance and Purchasing did solicit the submission of proposals from firms interested in providing these services; and,

WHEREAS, the Director distributed eleven notifications and received one response to the RFP, as follows:

**RESPONDER**

Ad Hoc Group Against Crime  
Kansas City (Jackson County), MO

and,

WHEREAS, an evaluation committee reviewed the proposal on the basis of responsiveness to the scope of services, qualifications, experience, approach, and

references and recommends the award of a contract for these services to the Ad Hoc Group Against Crime; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve-month contract with one twelve-month option to extend for victim and witness support services be made to the Ad Hoc Group Against Crime of Kansas City, MO, at a cost to the County not to exceed \$112,044.00; and,

WHEREAS, a transfer is needed to place the funds for this program in the proper 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 be made within the 2017 Anti-Drug Sales Tax Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund Non-Departmental			
008-5108	56080 – Other Professional Srv	\$100,000	
Anti-Drug Sales Tax Fund Prosecutor’s Community Crime Prevention			
008-4156 and,	56790 – Other Contractual		\$100,000

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

the County Executive be and hereby is authorized to execute for the County an Agreement with the Ad Hoc Group Against Crime, 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 contract and any extension thereto.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19608 of October 16, 2017, was duly passed on \_\_\_\_\_, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 008 5108 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Non-Departmental  
Other Professional Services  
NOT TO EXCEED: \$100,000.00

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: 008 4154 56790  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Prosecutor's Community Crime Prevention  
Other Contractual Services  
NOT TO EXCEED: \$112,044.00

Funding for future years is subject to annual appropriation in the County's then current budget.

  
Date

  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19608  
 Sponsor(s): Dan Tarwater III  
 Date: October 16, 2017

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting the transfer of funds within the Anti-Drug Fund and authorizing a Contract for the furnishing of Victim/Witness Support Services for the Prosecuting Attorney's Office from the Ad Hoc Group Against Crime of Kansas City, Missouri under the terms and conditions of Request for Proposal No. 39-17 in the amount of \$112,044</u></p>														
<p><b>BUDGET INFORMATION</b>  <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>\$112,044</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>\$112,044</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$112,044</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 008-4156-56790 Anti-Drug Fund, Comm Crime Prev/Drug Prev, Other Contractual Services</td> <td>\$ 12,044</td> </tr> <tr> <td>TRANSFER FROM: 008-5108-56080 Anti-Drug Fund, Non-Departmental, Other Professional Services</td> <td>\$100,000</td> </tr> <tr> <td>TRANSFER TO: 008-4156-56790 Anti-Drug Fund, Comm Crime Prev/Drug Prev, Other Contractual Services</td> <td>\$100,000</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$112,044	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$112,044	Amount budgeted for this item * (including transfers):	\$112,044	Source of funding (name of fund) and account code number: 008-4156-56790 Anti-Drug Fund, Comm Crime Prev/Drug Prev, Other Contractual Services	\$ 12,044	TRANSFER FROM: 008-5108-56080 Anti-Drug Fund, Non-Departmental, Other Professional Services	\$100,000	TRANSFER TO: 008-4156-56790 Anti-Drug Fund, Comm Crime Prev/Drug Prev, Other Contractual Services	\$100,000
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<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):          Prior resolutions and (date):</p>														
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>														
<p><b>REQUEST SUMMARY</b></p>	<p>The Prosecuting Attorney's Office requires Victim/Witness Support Services to help to support victims and witnesses impacted by crime and violence in the geographic area of Jackson County with the highest number of reported crime. The Purchasing Department issued Request for Proposal No. 39-17 in response to those requirements. Eleven notifications were distributed and one response was receive and evaluated as follows:</p> <p>Ad Hoc Group Against Crime, KCMO 86 Points out of 100 Points possible</p> <p>Available points: 5 points for Responsiveness; 35 points for Qualifications and Experience; 20 points for References and 40 points for Pricing.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Contract for the furnishing of Victim/Witness Support Services for the Prosecuting Attorney's Office to Ad Hoc Group Against Crime of Kansas City, Missouri under the terms and conditions of Request for Proposal No. 39-17 as the best proposal received.</p> <p>The Director of Finance and Purchasing also request the transfer of \$100,000 within the Anti-Drug Fund as follows:</p>														

		FROM:	TO:
	008-5108-56080 Anti-Drug Fund, Non-Departmental, Other Professional Services	\$100,000	
	008-4156-56790 Anti-Drug Fund, Comm Crime Prev/Drug Prev, Other Contractual Services	\$100,000	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)		
COMPLIANCE	<input checked="" type="checkbox"/> MBE Goals – No goals required on this Request for Proposal <input checked="" type="checkbox"/> WBE Goals – No goals required on this Request for Proposal <input checked="" type="checkbox"/> VBE Goals – No goals required on this Request for Proposal		
ATTACHMENTS	Abstract of Bids Received, Recommendation Memorandum from Ms. Gina Robinson of the Prosecuting Attorney's Office and the pertinent pages of Ad Hoc Group Against Crime's proposal.		
REVIEW	Department Director:	<i>Jean Peters Baker</i>	Date: 10/4/17
	Finance (Budget Approval): <i>If applicable</i>	<i>[Signature]</i>	Date: 10/6/17
	Division Manager:	<i>[Signature]</i>	Date: 10/11/17
	County Counselor's Office:		Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

## Fiscal Note: Jackson County, Missouri

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

Date: October 6, 2017 RES # 19608

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Anti-Drug Fund - 008</b>			
<u>5108 - Non Departmental</u>	<u>56080 Other Professional Srvs</u>	<u>100,000</u>	
<u>4156-Pros Com Crime/Drug Pv</u>	<u>56790 - Other Contractual Srvs</u>		<u>100,000</u>


### Fiscal Note:

This expenditure was included in the Annual Budget.

PC#                     

Date: October 6, 2017 RES #                     

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>	
<b>Anti Drug Sales Tax Fund - 008</b>			
<u>4156-Pros Com Crime/Drug Pv</u>	<u>56790 - Other Contractual Srvs</u>		<u>\$ 112,044</u>

 10/10/17  
Budget Office



ABSTRACT OF BIDS

NO	DESCRIPTION	UNIT	QTY	Ad Hoc Group Against Crime	AMOUNT	AMOUNT	AMOUNT
1	Base Bid			See bid			

CERTIFICATION OF BID OPENING  
 BIDS WERE PUBLICLY  
 OPENED AND RECORDED

ON: June 27, 2017, BY

[Signature]  
 CLERK OF THE LEGISLATURE

Katie Bantle  
 PURCHASING

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**JACKSON COUNTY PROSECUTOR'S INTEROFFICE MEMORANDUM**

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**TO:** MS. BARBARA J. CASAMENTO  
**FROM:** MS. GINA ROBINSON, CHIEF OF OPERATIONS  
**SUBJECT:** REQUEST FOR PROPOSAL #39-17-VICTIM WITNESS SUPPORT SERVICES  
**DATE:** SEPTEMBER 26, 2017  
**CC:** JENNIFER DAMERON, DIRECTOR OF INTERGOVERNMENTAL AFFAIRS AND POLICY

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Ms. Casamento:

Our office created a committee to evaluate the proposals submitted regarding the Victim Witness Support Services Program. Thereafter, scores were given according to Jackson County policy. Following that process, scores were tabulated and it was determined Ad Hoc Group Against Crimes to be the best and only bidder.

After a careful review of all submissions, our office has determined that it is in the best interest of our office and the County to engage in a contract with bidder Ad Hoc Group Against Crimes. Ad Hoc's references and their direct experience in implementing such a program shows that they are extremely qualified and competent. Furthermore, their proposal demonstrated that they have the ability and resources to accomplish the outcomes desired by our request for proposal. The proposed pricing for the submitted proposal does not cause significant budgetary impacts to the Prosecutor's Office's budget. Additionally, the Prosecutor's Office is collaborating with County Legislator Alfred Jordan who is contributing funds to support this initiative. Therefore, the funding sources are as follows:

**008-5108-56080, Anti Drug Fund, Non-Departmental, Other Professional Services**

**008-4107-56790, Anti Drug Fund, VOCA Grant, Other Contractual Services**

If you need any further information please let me know.

Sincerely,

/s/ Gina Robinson

Chief of Operations  
Jackson County Prosecutor's Office

PRICING - AdHoc Group Against Crime		Monthly Price
RFP 39-17 Victim Witness Support Services for the Jackson County, Missouri Prosecuting Attorney's Office		
EXPENSES		Monthly Price
<b>Salaries</b>		
<b>President</b> (\$64,000 salary/12 mos.) X .30 FTE = \$1,600.00		
Provides Respondent Staff Member & Client/Victim Advocate services, Subcontracting for Basic Repairs to Property, Only staff person on call 24/7.		\$ 1,600
<b>Community Resource Associate</b>		
(\$42,500 salary/12 mos.) X .25 FTE = \$885		
Provides Client/Victim Advocate services		\$ 885
<b>Community Resource Advocate</b>		
(\$38,500 salary/12 mos.) X 1.0 FTE = \$3,208; (.5FTE Currently funded, .5FTE this proposal)		
Provides Respondent Staff Member, Client/Victim Advocate, and Clergy Person services		\$ 1,604
	<b>Subtotal Salaries and Wages</b>	<b>\$ 4,089</b>
<b>Benefits</b>		
FICA @ .0765 X \$4089		\$ 313
Health Insurance @ \$600/mo per FT employee \$600 X (.3 FTE + .25 FTE +.5FTE) = \$630		\$ 630
Mileage Reimbursement	IRS @.54xMILES, estimate 2,222 miles for all staff and contract labor	\$ 1,200
	<b>Subtotal Benefits</b>	<b>\$ 2,143</b>
<b>Other Direct Expenses</b>		
<b>Consumables</b> (\$75-\$150/family depending on size) As described in the narrative scope of service, the Laura E. Mason Foundation also assists with these needs.		\$ 300
4 Contract Counselors @ \$80/hour per counselor... <b>This expense is covered by other grants.</b>		\$ -
<b>Neighborhood Presentations/Respondent Staff Member Services</b>		
Provided by Contracted Group Facilitators. 2 presentations per month. 6 hours/month X \$35/hour = \$210; staff respondent @ \$20 per hour 24hrs/mo. X \$20/hr= \$480		\$ 690
<b>Case Management</b> - is included in staff salaries devoted to Client/Victim Advocate services		\$ -
<b>Basic Repairs to Property</b> - AdHoc will subcontract for basic repairs on a case by case basis. We've estimated the monthly cost, but this will vary. The estimated cost break down is as follows; labor for doors \$85 per installation, windows \$105.00 per window, repairing holes in walls \$45. Materials will vary, average for windows \$225, doors \$200, (drywall, wood and other exterior/interior repair materials cost vary \$25-\$45. Labor maybe reduced by flat contractual monthly rate. However, Prosecutors office needs to supply average number of referrals for service to determine bids.		\$ 2,115

**Financial Assistance to victims/witnesses at high risk of retaliation**

Funds to be used for temporary, short-term housing such as 2-4 weeks in a hotel, or bus ticket out of town. This request will be considered on a case by case basis and not as a monthly on-going expense. Disbursement is made based on approval of funder.

Subtotal Other Direct Expenses \$ 3,105  
**GRAND TOTAL MONTHLY EXPENSES \$ 9,337**

**Calculations for Repairs**

Basic Repairs Cost	Labor	Materials	Totals for 3 Per Month
Doors	\$ 85.00	\$ 200.00	\$ 855.00
Windows	\$ 105.00	\$ 225.00	\$ 990.00
Exterior/Interior walls	\$ 45.00	\$ 45.00	\$ 270.00
			\$ 2,115.00

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

**A RESOLUTION** authorizing the County Executive to execute an Agreement with the Family Court Division of the Circuit Court for the Sheriff's Office to provide deputies to assist with the Family Court's Night Light Program.

**RESOLUTION NO. 19609**, October 16, 2017

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Jackson County Family Court Division's Night Light Program is a collaborative effort between the Family Court and local law enforcement agencies in which a Juvenile Probation Officer and a uniformed Deputy Sheriff will make evening and late night supervision and surveillance checks on high-risk juvenile probationers; and,

WHEREAS, the purpose of the program is to hold potentially violent youth offenders accountable for their actions, reduce delinquent behavior, encourage sound social decision-making behavior, and reduce illegal substance abuse; and,

WHEREAS, in exchange for the services provided by the Sheriff's Office for this program, the Family Court Division will reimburse the Sheriff's Office at the hourly off-duty rate of \$33.00 per hour, up to \$70,000.00 for 2017, payable through an inter-departmental billing; and,

WHEREAS, the Sheriff recommends the execution of the attached Agreement with the Family Court Division for the Night Light Program; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is, authorized to execute the attached Agreement with the Family Court Division of the Circuit Court for the Night Light Program.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19609 of October 16, 2017, was duly passed on \_\_\_\_\_, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**FAMILY COURT DIVISION  
16TH JUDICIAL CIRCUIT OF MISSOURI  
TWELFTH AMENDED 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 the “Court”), and the Jackson County Sheriff’s Department (hereinafter referred to as “Contractor”). For consideration as stated below, the parties agree as follows:

**1. Definitions**

None

**2. Term of Agreement**

This agreement shall be in effect from January 1, 2017 through December 31, 2017, subject to the provisions of this agreement relating to termination of this agreement, as set forth below.

**3. Services Rendered**

- a. One (1) team, consisting of one (1) Family Court Services Juvenile Probation Officer and one or two (1 or 2) uniformed Deputy Sheriff, using the Sheriff’s Department’s marked vehicle, will make late night supervision and surveillance checks on high risk juvenile probationers; and as time permits, patrol areas where youth congregate, to look for youth on probation and provide proactive involvement with youth who may be at risk of violence (See attachment “A” for program objectives under the “Night Light Program”, incorporated herein by reference).
- b. In order to facilitate the safety of program participants, but not for the purpose of monitoring or keeping track of youth or their families outside of the Night Light Program, Court personnel will provide the Contractor with a monthly list of the youth that are involved in the Night Lite Program so the Contractor may perform appropriate law-enforcement checks and analysis prior to team checks on youth. Court personal will provide the list within the first five (5) days of each month and will attempt to provide all of the following information:
  - a. Name and date-of-birth of the youth;
  - b. Name of the youth’s parents or guardians and date of birth for individuals if names are common; and
  - c. Address of location for youth check.

As the number of youth on the list may change during each month, Court personnel will provide updates to the Contractor of such additions or subtractions. Contractor is not permitted to store the list of youth provided under this section, or any portion thereof, on Contractor’s electronic systems or databases.



#### **4. Payment**

The Court agrees to reimburse the Contractor for a total amount due for the contract period January 1, 2017 through December 31, 2017, not to exceed the amount of \$70,000.00 (seventy thousand dollars and zero cents). This amount includes the use of one or two (1 or 2) deputies per ride out reimbursed for 4 hour ride outs at up to 344 ride outs for the contract period, to be determined at the Court's discretion. Hourly off-duty deputy pay shall not exceed \$33.00/hour. The Court and the Sheriff's Department agree that there will be a reimbursement of \$250.00 per month for the Sheriff's Department's vehicles used to transport each team during the Night Light Program's activities. The \$250.00 per month vehicle reimbursement shall be included in the total amount due for the contract period of \$70,000.00.

#### **5. Invoice**

The Contractor agrees to submit an invoice on a monthly basis, no later than fifteen days following the time for which services are being charged in the invoice.

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:

Accounts Payable  
Family Court Division  
625 E. 26th St.  
Kansas City, MO 64108

Invoices may be submitted by email to: [accountspayable@courts.mo.gov](mailto:accountspayable@courts.mo.gov)

Payment shall be sent to:

Overtime Accounts  
Jackson County Sheriff's Office  
3310 NE Rennau Drive  
Lee's Summit, Missouri 64064  
VIA Interdepartment Billings

#### **6. Termination**

- a. Either party may cancel this agreement by giving written notice to the other party at least thirty (30) days in advance of a specified date of termination.
- b. Termination of this agreement 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 be terminated immediately upon receipt of written notice.

- c. The Court may terminate this contract at any time 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 without the specific, written consent of the Court. Further, confidential information provided by the Contractor to Court personnel concerning youth or individuals and situations connected with the youth is not to be transferred or disclosed to unauthorized individuals without consent of the Contractor.

## 8. Other Provisions

- a. Payment for contractual obligations of the Court is contingent upon funds being appropriated, budgeted or otherwise made available by COMBAT, and the provisions of this agreement will become effective only when the funds appropriated for the purpose of compensating Contractor become available to the Court for disbursement.
- b. Any notification under this agreement shall be made to:

On behalf of the Court: Theresa Byrd  
Deputy Court Administrator/Family Court  
625 E. 26<sup>th</sup> Street  
Kansas City, Missouri 64108

On behalf of the Contractor: Mike Sharp  
Jackson County Sheriff  
3310 NE Rennau Drive  
Lee's Summit, Missouri 64064

Any written notice shall be sent by certified mail, first class, postage paid, and the notice shall be effective upon deposit with the U.S. Postal Service.

- c. 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 the payment in a reasonable form as requested by 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 agreement 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 44-6000524.
- d. 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, used in providing services under this contract, is the exclusive property of the Court, and shall be returned to the Court as provided above.
  - e. As an independent contractor, the Contractor assumes full responsibility and liability for any damages, claims, losses, costs, actions, and causes of action, whether or not now known or contemplated, including reasonable attorney fees and investigation costs, 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 contract. This provision of this agreement is intended solely for the benefit of the parties to this contract. 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.

The Contractor hereby releases and agrees to hold harmless and to indemnify the 16th Judicial Circuit of Missouri, Jackson County, Missouri, the State of Missouri, and their respective employees, agents and/or representatives from any and all liability, actions, causes of action, claims, demands, and damages, whether or not now known or contemplated, arising out of the acts, omissions or errors of the Contractor, its officers, employees, agents, independent contractors and/or staff assigned to the Court pursuant to this contract. Such indemnification shall include, but is not limited to, all reasonable costs of defending any such claims, including reasonable attorney fees, court costs and other associated costs of defending any such claims which may be brought against the Court, the 16th Judicial Circuit of Missouri, Jackson County, Missouri, the State of Missouri, and their respective employees, agents, and/or representatives. 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.

- f. The parties agree that 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.
- g. 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.

- h. Waiver by either party of any term, covenant, or condition in this agreement shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this agreement can be waived except by written consent, and forbearance or indulgence in any regard whatsoever shall not constitute a waiver.
- i. 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 Family Court.

This agreement, and the terms and conditions of 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 to this contract. No other agreements, representations or warranties, oral or written, have been made or are being made by, or on behalf of, the parties to this agreement.

IN WITNESS WHEREOF, the parties execute this agreement.

(SIGNATURES ON FOLLOWING PAGE)

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

By: Theresa Byrd  
Theresa Byrd  
Deputy Court Administrator/  
Family Court

Date

04/06/17

Jackson County Executive's Office  
415 East 12<sup>th</sup> Street, Suite 200  
Kansas City, Missouri 64106

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

Date

Budget approval for Family Court:

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

Date:

04/05/17

Approved as to form for Jackson County:

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

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

Legal approval for Family Court:

Diane Olmsted  
Diane Olmsted  
Assistant Legal Counsel/Family Court  
16th Judicial Circuit of Missouri

Date:

4/4/17

ATTEST BY:

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

Recommended:

By: \_\_\_\_\_  
Sheriff Mike Sharp  
Jackson County Sheriff

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

**EXHIBIT A**

**Night Light Program Description**

The Night Light Program (NLP) is a collaborative effort between the Jackson County Family Court and local law enforcement agencies, and is designed to address serious and potentially violent juvenile offenders who are either under pre-adjudication supervision, on probation, or re-entering the community from residential placements. The Night Light Program serves primarily as a probation/re-entry service provider of supervision and coordinated services, and is utilized as a graduate sanction to assist primary Juvenile Probation Officers in maintaining or stabilizing youth in the community.

The goals of the Night Light Program are to hold youth accountable for their actions, reduce delinquent behavior, and encourage sound social decision-making behavior. Each NLP Juvenile Probation Officer teams with at least one uniformed Deputy Sheriff two nights per week. Monday through Thursday these teams are in the community from 9:00 pm until 1:00 am. On Friday and Saturday these teams are in the community from 10:00pm until 1:00am. During these timeframes the teams make home visits to pre and post adjudicated youth under supervision of the Court who have been assessed to be failure to appear to next court hearing, high risk to re-offend or have their probation revoked. The Night Light Program also provides ancillary support to our residential programs by making curfew checks to youth on weekend home passes.

During the residence visit, the NLP Juvenile Probation Officer determines whether or not the youth is complying with the terms of their supervision.

# REQUEST FOR LEGISLATIVE ACTION


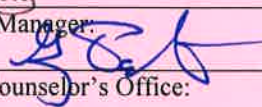
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19609

Sponsor(s): Alfred Jordan

Date: October 16, 2017

<p>SUBJECT</p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to execute an Agreement with the Family Court Division of the Circuit Court for the Family Court's Night Light program.</u></p>																		
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT</td> <td></td> </tr> <tr> <td></td> <td>TO ACCT</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		\$	Amount previously authorized this fiscal year:		\$	Total amount authorized after this legislative action:		\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT			TO ACCT	
Amount authorized by this legislation this fiscal year:		\$																	
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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																		
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions #18154 Passed April 22, 2013, #18535 passed June 2, 2014, #18927 passed September 21, 2015, #19129 passed April 25, 2016</p>																		
<p>CONTACT INFORMATION</p>	<p>RLA drafted by Captain Dave Epperson Jackson County Sheriff's Office (816) 541-8017</p>																		
<p>REQUEST SUMMARY</p>	<p>The Jackson County Family Court Night Light Program is designed to address serious and potentially violent juvenile offenders who are either under pre-adjudication supervision, on probation, or re-entering the community from residential placement. The goals of the program are to hold youth accountable for their actions, reduce delinquent behavior, encourage sound social decision-making behavior and reduce illegal substance abuse.</p> <p>This program receives partial funding from Anti-Drug Sales Tax Funds to support its mission and goals. Under the program, a Family Court Services Juvenile Probation Officer and a uniformed Deputy Sheriff will make evening and late night supervision and surveillance checks on high-risk juvenile probationers. In exchange, the Family Court will reimburse the Sheriff's Office at the hourly off-duty pay rate of \$33.00 per hour, up to \$70,000.00 for 2017. This reimbursement is paid through an inter-departmental billing.</p> <p>The attached agreement with the Family Court sets out the rights and obligations of each party (the Night Light Program manager and staff and the Sheriff's Office) for the Night Light Program. The Sheriff's Office is requesting authorization to execute the attached agreement.</p>																		

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	<u>Family Court Division 16<sup>th</sup> Judicial Circuit of Missouri, Ninth Amended Contract for Services</u>	
REVIEW	Department Director: 	Date: 10-11-17
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 10-11-17
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



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

**A RESOLUTION** authorizing the County Executive to execute an Addendum to the Agreement with Windstream Communication for use by the Information Technology Department, at an annual additional cost to the County in the amount of \$394.92.

**RESOLUTION NO. 19610**, October 16, 2017

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, by Resolution 18938, dated September 21, 2015, the Legislature did award a thirty-six month contract with two twelve-month options to extend with Windstream Communications of Kansas City, Missouri, for the furnishing of wide-area network (WAN) services for use by the Information Technology Department, under the terms and conditions of Request for Proposals No. 40-15; and,

WHEREAS, by Resolution 19121, dated April 4, 2016, the Legislature did authorize an Addendum to the Agreement to incorporate network services for the Sheriff's Office and to revise the network services for the Fort Osage Education Center; and,

WHEREAS, the Family Court Division of the Circuit Court is moving its location from Kansas City to 103 N. Main, Independence, MO, requiring the relocation of its WAN data circuit needs to its new location; and,

WHEREAS, an Addendum to the Agreement is needed for provide these extra services, at an additional cost to the County for 2017 not to exceed \$65.82, and at an additional annual cost in the amount of \$394.92; and,

WHEREAS, an Addendum to the Agreement is a suitable mechanism to memorialize this contract revision; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Third Addendum to the Agreement with Windstream Communications; and,

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19610 of October 16, 2017, was duly passed on \_\_\_\_\_, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 5101 56430  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Telephone Utility  
NOT TO EXCEED: \$66.00

Funding for future years is subject to annual appropriation in the County's then current budget.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer



PROPOSAL SUMMARY

Res. 19610

Service Location Listing - Monthly Recurring Charges

Primary Billing Account JACKSON COUNTY - FAMILY COURT AREA 2, #7201004  
Quote # 1401025  
Company Representative Randee Gilpin Rep ID e0169881  
Effective Date 10/02/2017  
MME \$334.75

Location Name & Service Address	Access	Data	Total
JACKSON COUNTY - FAMILY COURT AREA 2 103 N MAIN ST, INDEPENDENCE, MO 64050-2810	\$334.74	\$0.01	\$334.75
Total	\$334.74	\$0.01	\$334.75



**Customer Name**

Customer Name	JACKSON COUNTY - FAMILY COURT AREA 2, #7201004	Proposal / Quote ID	1401025
Install Street Address	103 N MAIN ST	City, State, Zip	INDEPENDENCE, MO, 64050-2810
Opportunity ID	1488424	Service Order Type	Renewal/Upsell
Contract Term	36	Effective Date	10/02/2017

Bundled Services	Total Qty	Price/Unit	Total Price
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**MPLS VPN Bundle**

Bandwidth	3.0(2xT1) Mbps	--	--
Transport	0	--	--
MPLS VPN	Yes	--	--
<b>Total Services</b>			<b>\$0.01</b>

Included	Total Qty	Price/Unit	Total Price
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<b>Access Loop</b>			
Off Net T1/CAP Quote	--	2	\$167.37
<b>VPN</b>			
MPLS/Internet Shared Port	--	1	\$0.00
Quality of Service Charge	--	1	\$0.00
IP Addresses Block of 4 Charge	--	1	\$0.00
<b>Total Features</b>			<b>\$334.74</b>

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
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<b>Access Loop</b>				
Off Net T1/CAP Quote	--	1	\$0.00	\$0.00
<b>VPN</b>				
Data Installation Charge	--	1	\$0.00	\$0.00
MPLS/Internet Shared Port	--	1	\$0.00	\$0.00
<b>Total Other Charges (Non-Recurring)</b>				<b>\$0.00</b>

\* Rates are subject to change on 30 days notice via bill message on customer's invoice.

\*\* Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

\*\*\* Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

Total Solution	Total Price
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<b>Total Monthly Recurring Charges</b>	<b>\$334.75</b>
<b>Total Non-Recurring Charges</b>	<b>\$0.00</b>
<b>Minimum Monthly Fee</b>	<b>\$334.75</b>

## Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

<b>CUSTOMER</b>	<b>WINDSTREAM</b>
_____ Signature:	_____ Signature:
_____ Printed Name:	_____ Printed Name:
_____ Title:	_____ Title:
_____ Date:	_____ Date:

This offer is voidable by Windstream if not signed and returned to Windstream by 16th day of November, 2017 .



## WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

1. **Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms** (each, a "Renewal Term"). If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
2. **Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, including after-hours installation, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
3. **Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
4. **Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
5. **Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
6. **Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
7. **WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requires Customer to return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the replacement cost of the equipment plus processing and shipping fees, as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
8. **WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose and Customer acknowledges and agrees that the Software is the exclusive property of WIN or a third-party licensor. Customer may be required to provide WIN with evidence that its use of the software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software, or install the software on more than one computer at a time; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, distribute the software or otherwise allow third parties to access to use the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

9. **Use of Services; Restricted Calling Services.** Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: (w) immediately terminate Services; (x) charge Customer long-distance charges and an additional price per minute; (y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, (z) require Customer to pay for the excessive use immediately and make a deposit. Restricted Calling Services. WIN will restrict international long distance and 900/976 calling functionality ("Restricted Calling Services") from Customer's account originating on the WIN-provided Service and will only restore such functionality upon request by an authorized representative of Customer. In the event Customer requests restoration of such functionality, Customer agrees and acknowledges that it is liable for all charges associated with the Restricted Calling Services dialed from Customer's premises or through the use of Customer's WIN account access and/or calling card codes, regardless of whether such use is: (i) authorized by Customer management, (ii) initiated by Customer employees or third parties, or (iii) constitutes or involves frequent activity of any nature. Customer agrees that WIN assumes no liability of any kind with respect to its providing access to Restricted Calling Services via connections from Customer premises and locations where Customer uses WIN Services. Customer shall indemnify, defend and hold harmless WIN against any and all claims made by the third party provider of Restricted Calling Services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of Restricted Calling Services could result in suspension or interruption of long distance and/or local services provided by WIN, and WIN assumes no liability of any kind with respect to such potential service suspensions or interruptions.
10. **Termination.** Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within thirty (30) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (f) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.
11. **Effect of Termination.**
- a. Pre-Installation- If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).
- b. Post-Installation- IF Customer terminates this Agreement or PART or ALL Services provided hereunder after installation during the initial or renewal term for any reason other than for WIN'S MATERIAL BREACH or if win terminates this agreement due to customer's material breach, CUSTOMER shall pay to WIN as liquidated damages, and not as a penalty, an amount equal to one hundred percent (100%) of the MRCs APPLICABLE TO THE SERVICES that were terminated multiplied by the number of months remaining in the then-current TERM or Renewal Term EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. If the customer PARTIALLY CANCELS and has a minimum monthly fee ("mmf"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("liquidated damages"). customer acknowledges that actual damages would be difficult to determine and such liquidated damages represent a fair and reasonable estimate OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.
12. **Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. Customer is responsible for all usage, charges, and liability incurred due to theft OR fraud over the services while in customer's control, regardless of whether/when WIN notifies customer of increased usage. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY: Customer shall indemnify, defend, and hold WIN harmless if Customer's use of the Services causes a third party to make a claim against WIN.
13. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, warranty arising by COURSE of trade, course of dealing or course of performance INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.
15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.WIN.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.WIN.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies.



16. **Miscellaneous.** (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, [windstream.business.support@windstream.com](mailto:windstream.business.support@windstream.com) or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at [www.windstreamonline.com](http://www.windstreamonline.com), or by calling 1-800-600-5050. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law:** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment:** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership.; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

**For Managed CPE Firewall Services only:**

**Authorization to Perform Testing.** Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

**For Managed Network Security Cloud Firewall only:**

WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

**Security Compliance Audits:**

Unless stated otherwise in writing by WIN via an addendum to this Agreement, any Services or equipment provided by WIN are outside the scope of any security audits performed by Customer or its agents. While WIN Sales representatives can help Customer with incorporating our Services and equipment as component parts of a compliant overall security strategy, WIN makes no representations that its Services or equipment are compliant with industry-specific guidelines, regulations, or laws including, but not limited to, Payment Card Industry Standards, the Health Insurance Portability and Accountability Act, and/or Sarbanes-Oxley.

# REQUEST FOR LEGISLATIVE ACTION

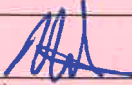
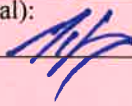
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19610

Sponsor(s): Dennis Waits

Date: October 16, 2017

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting approval of a Third Addendum to an existing contract with Windstream Communications of Little Rock, Arkansas to approve the move of Family Court data circuits to Independence and an increase of the monthly price for Wide Area Network Services.</u></p>										
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="313 573 1390 764"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$65.82</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$4,024.56</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$4,090.38</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$4,090.38</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 001-5101-56430 General Fund, Non-Departmental, Telephone Utility</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p>Windstream Communications is increasing Jackson County's monthly contract payment for Wide Area Network services by \$32.91 per month. It will cost the County \$65.82 to cover this increase for the remainder of 2017.</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$65.82	Amount previously authorized this fiscal year:	\$4,024.56	Total amount authorized after this legislative action:	\$4,090.38	Amount budgeted for this item * (including transfers):	\$4,090.38	Source of funding (name of fund) and account code number: 001-5101-56430 General Fund, Non-Departmental, Telephone Utility	
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Amount previously authorized this fiscal year:	\$4,024.56										
Total amount authorized after this legislative action:	\$4,090.38										
Amount budgeted for this item * (including transfers):	\$4,090.38										
Source of funding (name of fund) and account code number: 001-5101-56430 General Fund, Non-Departmental, Telephone Utility											
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date):  Prior resolutions and (date): 19121, 4/4/16; 18938, 9/28/15</p>										
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Kyle Brack, Sr. Buyer, 881-3265</p>										
<b>REQUEST SUMMARY</b>	<p>In 2015, the Purchasing Department solicited a formal, written Request for Proposal for the furnishing of Wide Area Network Services for the County via Request for Proposals No. 40-15. On September 28, 2015, Resolution No. 18938 was passed. This action awarded a three year Contract for Wide Area Network Services to Windstream Communications of Little Rock, Arkansas.</p> <p>This Addendum will move the Family court WAN data circuits from the Kansas City location to their new office in Independence and also approve the monthly cost increase as proposed by Windstream.</p> <p>Future years are subject to appropriation.</p>										
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) n/a  <input checked="" type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<b>COMPLIANCE</b>	<p><input type="checkbox"/> MBE Goals n/a  <input type="checkbox"/> WBE Goals n/a  <input type="checkbox"/> VBE Goals n/a</p>										

ATTACHMENTS	Memorandum from Mike Erickson of the Information Technology Department and pertinent pages of Windstream Communication's amendment documents	
REVIEW	Department Director: 	Date: 10/10/2017
	Finance (Budget Approval): <i>If applicable</i> 	Date: 10/11/17
	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.

**Fiscal Note:**

This expenditure was included in the Annual Budget.

Date: October 11, 2017 PC# \_\_\_\_\_ RES # 19610

Department / Division                      Character/Description                      Not to Exceed

**General Fund - 001**

5101 - Non-Departmental                      56430 - Telephone Utility                      \$            66

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\$            66

 10/12/17  
Budget Office



Department of  
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12<sup>th</sup> Street, Room G-8, Kansas City, MO 64106  
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: BRACK, KYLE, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS 

DATE: OCTOBER 2, 2017

SUBJECT: T1 AND FACILITY RELOCATION FOR FAMILY COURT

Family Court located on 3100 Main, KCMO Suite 304 is moving to 103 N Main, Independence, Missouri (Second Floor). As part of the move, the Wide Area Network data circuit needs to be moved from the KCMO location to their new location in Independence. The Change Order from Windstream is attached.

The current cost of 3100 Main Wan connection - \$ 315.00 plus taxes and fees \$ 20.38 = \$ 335.38 per month.

New location cost of 3100 Main Wan move - \$ 334.75 plus taxes and fees \$ 33.54 = \$ 368.529 per month.

There is an increase of \$ 32.91 per month. There are two months left in the year = \$ 65.82 increase for the remainder of the year.

Yearly increase of circuit cost for the move is \$ 394.92.

Cost of 3100 main is currently being charged to 001-5101-6430.

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

**A RESOLUTION** authorizing the Director of Finance and Purchasing to execute a renewal of the term and supply contract with Blue Cross and Blue Shield of Kansas City, MO, for the furnishing of employee group dental insurance as an employee benefit for use countywide, under the terms and conditions of Request For Proposals No. 49-16.

**RESOLUTION NO. 19611**, October 16, 2017

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, by Resolution 19250, dated September 6, 2016, the Legislature did award a twelve-month term and supply contract with two twelve-month options to renew for the furnishing of employee group dental insurance as an employee benefit for use countywide to Blue Cross and Blue Shield of Kansas City, MO, under the terms and conditions of Request For Proposals No. 49-16, as the lowest and best bid; and,

WHEREAS, the Director of Finance and Purchasing recommends that the County exercise its option to renew the agreement with Blue Cross and Blue Shield for the first twelve-month term; and,

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

WHEREAS, the recommended plan total premium monthly rates are as follows:

	<u>INDIVIDUAL</u>	<u>INDIVIDUAL + 1</u>	<u>FAMILY</u>
Base Plan	\$16.04	\$29.70	\$53.48
Buy Up Plan	\$25.36	\$50.00	\$83.46
Dental Source DHMO	\$8.76	\$14.26	\$22.00

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute a renewal of the term and supply contract with Blue Cross and Blue Shield of Kansas City for the furnishing of employee group health insurance and any and all documents necessary to the accomplishment of the renewal term; 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 contract, to the extent sufficient appropriations to the using spending agencies are available in the then current Jackson County budget.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19611 of October 16, 2017, was duly passed on \_\_\_\_\_, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

This award is made on 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 appropriations.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer



# REQUEST FOR LEGISLATIVE ACTION

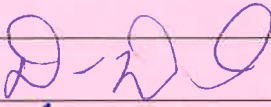

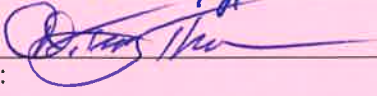
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19611

Sponsor(s): Crystal Williams

Date: October 16, 2017

<p>SUBJECT</p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a twelve-month extension of a Term and Supply Contract with Blue Cross and Blue Shield of Kansas City under the terms and conditions of Request for Proposal 49 - 16.</u></p>										
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT  TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Resolution 19250 on September 19, 2016</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Dennis Dumovich, Director of Human Resources; 816-881-3140</p>										
<p>REQUEST SUMMARY</p>	<p>On September 19, 2016 Resolution No. 19250 awarded a twelve-month Term and Supply Contract with two twelve-month options to extend, for the furnishing of Employee Group Dental Insurance for Jackson County Associates to Blue Cross and Blue Shield of Kansas City.</p> <p>This extension will provide the same dental benefit options as are currently provided.</p> <p>The total premium costs (employee and county) for 2018 by plan type and rate option are as follows:</p> <p>Base Plan: 16.04 / 29.70 / 53.48  Buy Up Plan: 25.36 / 50.00 / 83.46  Dental Source DHMO: 8.76 / 14.26 / 22.00</p>										
<p>CLEARANCE</p>											

	<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	Eye Med Proposal Summary of proposals	
REVIEW	Department Director: Dennis Dumovich 	Date: 10/11/17
	Finance (Budget Approval): <i>If applicable</i> -NA- 	Date: 10/11/17
	Division Manager: 	Date: 10/11/17
	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.



# Kansas City

An independent licensee of the Blue Cross and Blue Shield Association

## Jackson County

Renewal Date: 1/1/2018

	Current	Renewal	Renewal BlueSelect+ Options
<b>Wellness Stipend</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>
Wellness Stipend is to be used during the plan year; unused funds will not roll over to the following plan year.			
<b>BC</b>			<b>BS+ EPO</b>
Hospital Copay	\$400x5	\$400x5	\$400x5
Office Visit Copay	\$30/\$60	\$30/\$60	\$30/\$60
Urgent Care Copay	\$60	\$60	\$60
ER Copay	\$300	\$300	\$300
Out-Of-Pocket Maximum	\$3,500/\$8,750	\$3,500/\$8,750	\$3,500/\$8,750
Drugs			
Deductible	None	None	None
Retail	\$12/20% to \$100/50% to \$250	\$12/20% to \$100/50% to \$250	\$12/20% to \$100/50% to \$250
Mail	\$24/20% to \$200/50% to \$500	\$24/20% to \$200/50% to \$500	\$24/20% to \$200/50% to \$500
MRI, MRA, CT and PET scan copay	\$250	\$250	\$250
% Members	58.8%		
<b>PCB</b>			
Deductible			
In-network (indiv/family)	\$1,000/\$2,000	\$1,000/\$2,000	\$1,000/\$2,000
Out-of-network (indiv/family)	\$2,500/\$4,500	\$2,500/\$4,500	\$2,500/\$4,500
Coinsurance	80%/60%	80%/60%	80%/50%
Medical Out-of-Pocket			
In-network (indiv/family)	\$4,500/\$9,000	\$4,500/\$9,000	\$4,500/\$9,000
Out-of-network (indiv/family)	\$8,500/\$16,500	\$8,500/\$16,500	\$22,500/\$45,000
Office Visit Copay	\$30/\$60	\$30/\$60	\$30/\$60
Urgent Care Copay	\$60	\$60	\$60
ER Copay	\$250	\$250	\$250
Drugs			
Deductible	None	None	None
Retail	\$12/20% to \$100/50% to \$250	\$12/20% to \$100/50% to \$250	\$12/20% to \$100/50% to \$250
Mail	\$24/20% to \$200/50% to \$500	\$24/20% to \$200/50% to \$500	\$24/20% to \$200/50% to \$500
% Members	11.7%		
<b>PCB</b>	<b>H.S.A.</b>		
Deductible			
In-network (indiv/family)	\$2,600/\$5,200	\$2,700/\$5,400	\$2,700/\$5,400
Out-of-network (indiv/family)	\$2,600/\$5,200	\$2,700/\$5,400	\$5,400/\$10,800
Coinsurance	100%/80%	100%/80%	100%/70%
Medical Out-of-Pocket			
In-network (indiv/family)	\$2,600/\$5,200	\$2,700/\$5,400	\$2,700/\$5,400
Out-of-network (indiv/family)	\$5,200/\$10,400	\$5,400/\$10,800	\$13,500/\$27,000
Office Visit Copay	Ded	Ded	Ded
Urgent Care Copay	Ded	Ded	Ded
ER Copay	Ded	Ded	Ded
Drugs			
Deductible	Plan Ded Then:	Plan Ded Then:	Plan Ded Then:
Retail	No Copays	No Copays	No Copays
Mail	No Copays	No Copays	No Copays
% Members	29.5%		

Rates and benefits quoted are subject to change based on ACA guidance/regulation and any other applicable laws, rules or regulations or other governmental guidance (local, state, federal, etc.) to said effective date.

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

**A RESOLUTION** transferring \$108,000.00 within the 2017 Special Road and Bridge Fund and awarding a contract for the furnishing of storm debris removal for use by the Public Works Department to Midland Wrecking of Lenexa, Kansas, under the terms and conditions of Invitation to Bid No. 37-17, at a cost to the County not to exceed \$108,000.00.

**RESOLUTION NO. 19612**, October 16, 2017

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Public Works Department requires a contract for storm debris removal following the March 6, 2017 tornado in eastern Jackson County; and,

WHEREAS, the Director of Finance and Purchasing solicited formal written bids for these services under Invitation to Bid No. 37-17; and,

WHEREAS, a total of seventeen notifications were distributed and two responses were received, one of which was rejected as non-responsive, with the remaining bid evaluated as follows:

<u>BIDDER</u>	<u>COST</u>
Midland Wrecking Lenexa, KS	\$108,000.00

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of storm

debris removal, as the lowest and best bidder; and,

WHEREAS, a transfer is needed to place the funds needed for these services in the proper 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 2017 Special Road and Bridge Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund Road and Bridge Maintenance			
004-1506	55010 – Regular Salaries	\$108,000	
004-1506 and,	56790 – Other Contractual Services		\$108,000

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

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

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

APPROVED AS TO FORM:

*Amy D. Holden*  
Chief Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19612 of October 16, 2017, was duly passed on \_\_\_\_\_, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 004 1506 55010  
ACCOUNT TITLE: Special Road and Bridge Fund  
Road & Bridge Maintenance  
Buildings & Improvements  
NOT TO EXCEED: \$108,000.00

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: 004 1506 56790  
ACCOUNT TITLE: Special Road and Bridge Fund  
Road & Bridge Maintenance  
Other Contractual Services  
NOT TO EXCEED: \$108,000.00

*October 17, 2017*  
Date

*[Signature]*  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19612

Sponsor(s): Greg Grounds

Date: October 16, 2017

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$108,000 within the Special Road and Bridge Fund and authorizing a Contract for the Clean Up and Removal of Storm Debris for the Public Works Department to Midland Wrecking of Lenexa, Kansas under the terms and conditions of Invitation to Bid No. 37-17</u></p>														
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$108,000</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 style="text-align: right;">\$108,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>TRANSFER FROM: 004-1506-55010 Special Road &amp; Bridge Fund, Public Works Road &amp; Bridge, Regular Salaries</td> <td style="text-align: right;">\$108,000</td> </tr> <tr> <td>TRANSFER TO: 004-1506-56790 Special Road &amp; Bridge Fund, Public Works Road &amp; Bridge, Other Contractual Services</td> <td style="text-align: right;">\$108,000</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____          Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$108,000	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$108,000	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		TRANSFER FROM: 004-1506-55010 Special Road & Bridge Fund, Public Works Road & Bridge, Regular Salaries	\$108,000	TRANSFER TO: 004-1506-56790 Special Road & Bridge Fund, Public Works Road & Bridge, Other Contractual Services	\$108,000
Amount authorized by this legislation this fiscal year:	\$108,000														
Amount previously authorized this fiscal year:															
Total amount authorized after this legislative action:	\$108,000														
Amount budgeted for this item * (including transfers):															
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TRANSFER TO: 004-1506-56790 Special Road & Bridge Fund, Public Works Road & Bridge, Other Contractual Services	\$108,000														
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): _____          Prior resolutions and (date): _____</p>														
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>														
<b>REQUEST SUMMARY</b>	<p>The Road &amp; Bridge Division of the Public Works Department requires a Contract for Clean Up and Removal Storm Debris resulting from the March 6, 2017 tornado in eastern Jackson County. The Purchasing Department issued Invitation to Bid No. 37-17 to meet those requirements.</p> <p>Seventeen notifications were distributed and three responses were received; two of those responses were determined to be non-responsive, one response was evaluated as follows:</p> <p>Midland Wrecking of Lenexa, KS <span style="float: right;">\$31.80 per cubic yard</span></p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Contract for Clean Up and Removal of Storm Debris for the Public Works Department to Midland Wrecking of Lenexa, Kansas as the lowest and best bid meeting specifications.</p> <p>The Director of Finance and Purchasing also requests the transfer of \$108,000 within the Special Road &amp; Bridge Fund as follows:</p> <table style="width:100%; margin-top: 10px;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right;">FROM</th> <th style="text-align: right;">TO</th> </tr> </thead> <tbody> <tr> <td>004-1506-55010 Special Road &amp; Bridge Fund, Public Works Road &amp; Bridge, Regular Salaries</td> <td style="text-align: right;">\$108,000</td> <td></td> </tr> <tr> <td>004-1506-56790 Special Road &amp; Bridge Fund, Public Work Road &amp; Bridge, Other Cont. Svcs</td> <td></td> <td style="text-align: right;">\$108,000</td> </tr> </tbody> </table>		FROM	TO	004-1506-55010 Special Road & Bridge Fund, Public Works Road & Bridge, Regular Salaries	\$108,000		004-1506-56790 Special Road & Bridge Fund, Public Work Road & Bridge, Other Cont. Svcs		\$108,000					
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004-1506-55010 Special Road & Bridge Fund, Public Works Road & Bridge, Regular Salaries	\$108,000														
004-1506-56790 Special Road & Bridge Fund, Public Work Road & Bridge, Other Cont. Svcs		\$108,000													

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input checked="" type="checkbox"/> MBE Goals <input checked="" type="checkbox"/> WBE Goals <input checked="" type="checkbox"/> VBE Goals	
ATTACHMENTS	Recap of Bids Received; Recommendation Memorandum from James Evans and the pertinent pages of Midland Wrecking's bid documents.	
REVIEW	Department Director:	Date: 10.7.17
	Finance (Budget Approval): <i>If applicable</i>	Date: 10/11/17
	Division Manager:	Date: 10/12/17
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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




## Fiscal Note: Jackson County, Missouri

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

Date: October 11, 2017      PC#                     

RES # 19612

Department / Division	Character/Description	From	To
<b>Special Road &amp; Bridge Fund - 004</b>			
1506 - Road & Bridge Maintenance	55010 - Regular Salaries	\$ 108,000	\$ -
1506 - Road & Bridge Maintenance	56790 - Other Contractual Services		108,000
		\$ 108,000	\$ 108,000

 10/11/17  
Budget Office

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

**A RESOLUTION** transferring \$26,805.00 within the 2017 Health Fund and awarding a thirty-six month contract on Request for Proposals 61-17 for the furnishing of accounting software for use by the Public Administrator's Office to SEM Applications of Oregon, MO, at a cost to the County for 2017 not to exceed \$26,805.00.

**RESOLUTION NO. 19613**, October 16, 2017

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Public Administrator has a need for accounting software to maintain financial records for its managed estates; and,

WHEREAS, by Request for Proposals (RFP) No. 61-17, the Director of Finance and Purchasing did solicit proposals for the furnishing of this software; and,

WHEREAS, the Director distributed forty-two notifications and received two responses thereon evaluated as follows:

<u>RESPONDER</u>	<u>POINTS</u>
SEM Applications Oregon, MO	100
Computrust Software Morgan Hill, CA	65

and,

WHEREAS, the proposals submitted were evaluated on the basis of qualifications, experience, references, and pricing; and,

WHEREAS, following evaluation of the proposals, the Director of Finance and Purchasing

has recommended the award of a thirty-six month contract for accounting software to SEM Applications of Oregon, MO, at a cost to the County for 2017 not to exceed \$26,805.00, and a total cost not to exceed \$184,089.00 over the life of the contract, with future years' funding subject to appropriation; and,

WHEREAS, a transfer is needed to place the funds for this purchase in the proper spending account; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2017 Health Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund Non-Departmental 002-5102	56790 – Other Contractual Srv	\$26,805	
002-5102	56661 – Software Purchases		\$26,805

and,

BE IT FURTHER 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 is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19613 of October 16, 2017, was duly passed on \_\_\_\_\_, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 002 5102 56790  
ACCOUNT TITLE: Health Fund  
Non-Departmental  
Other Contractual Services  
NOT TO EXCEED: \$26,805.00

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: 002 5102 56661  
ACCOUNT TITLE: Health Fund  
Non-Departmental  
Software Purchases  
NOT TO EXCEED: \$26,805.00

Funding for future years is subject to annual appropriation in the County's then current budget.

October 12, 2017  
Date

  
\_\_\_\_\_  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION


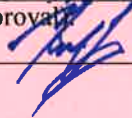
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19613

Sponsor(s): Crystal Williams

Date: October 16, 2017

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$26,805 within the Health Fund and awarding a Thirty-Six Month Contract to SEM Applications of Oregon, Missouri for the furnishing of Accounting Software for use by the Public Administrator's Office under the Terms and Conditions of Request for Proposal No. 61-17.</u></p>																								
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$26,805</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 style="text-align: right;">\$26,805</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$26,805</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td><b>Transfer:</b></td> <td></td> </tr> <tr> <td>From: 002-5102-56790 Health Fund, Non-Departmental, Other Contractual Services</td> <td style="text-align: right;">\$26,805</td> </tr> <tr> <td>To: 002-5102-56661 Health Fund, Non-Departmental, Software Purchases</td> <td style="text-align: right;">\$26,805</td> </tr> <tr> <td><b>Funding Summary:</b></td> <td></td> </tr> <tr> <td>002-5102-56661 Health Fund, Non-Departmental, Software Purchases</td> <td style="text-align: right;">\$26,805</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____  Prior Year Actual Amount Spent (if applicable): _____</p>					Amount authorized by this legislation this fiscal year:	\$26,805	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$26,805	Amount budgeted for this item * (including transfers):	\$26,805	Source of funding (name of fund) and account code number:		<b>Transfer:</b>		From: 002-5102-56790 Health Fund, Non-Departmental, Other Contractual Services	\$26,805	To: 002-5102-56661 Health Fund, Non-Departmental, Software Purchases	\$26,805	<b>Funding Summary:</b>		002-5102-56661 Health Fund, Non-Departmental, Software Purchases	\$26,805
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<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): _____ Prior resolutions and (date): n/a																								
<b>CONTACT INFORMATION</b>	RLA drafted by (name, title, & phone): Kyle Brack, Senior Buyer, 881-3265																								
<b>REQUEST SUMMARY</b>	<p>The Public Administrator's Office requires a Contract for the installation, coversion, and maintenance of Accounting Software. This provides a critical day-to-day function to maintain accurance accounting and financial records for the managed estates. The Purchasing Department issued Request for Proposal No. 61-17 in response to this requirement.</p> <p>A total of forty-two (42) notifications were distributed and two (2) proposals received and evaluated as follows:</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width:20%;">Respondent</th> <th style="width:15%;">Knowledge of Fiduciary Systems (35 points)</th> <th style="width:10%;">References (10 points)</th> <th style="width:15%;">Qualifications and Experience (30 points)</th> <th style="width:10%;">Pricing (25 points)</th> <th style="width:10%;">Total Score (100 possible)</th> </tr> </thead> <tbody> <tr> <td>Computrust Software Morgan Hill, CA</td> <td style="text-align: center;">25</td> <td style="text-align: center;">5</td> <td style="text-align: center;">20</td> <td style="text-align: center;">15</td> <td style="text-align: center;">65</td> </tr> <tr> <td>SEM Applications Oregon, MO</td> <td style="text-align: center;">35</td> <td style="text-align: center;">10</td> <td style="text-align: center;">30</td> <td style="text-align: center;">25</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>					Respondent	Knowledge of Fiduciary Systems (35 points)	References (10 points)	Qualifications and Experience (30 points)	Pricing (25 points)	Total Score (100 possible)	Computrust Software Morgan Hill, CA	25	5	20	15	65	SEM Applications Oregon, MO	35	10	30	25	100		
Respondent	Knowledge of Fiduciary Systems (35 points)	References (10 points)	Qualifications and Experience (30 points)	Pricing (25 points)	Total Score (100 possible)																				
Computrust Software Morgan Hill, CA	25	5	20	15	65																				
SEM Applications Oregon, MO	35	10	30	25	100																				

	<p>The Public Administrator's Office requires notation and accounting software for the financial management of estates. The software provide notation, accounting, and check writing abilities while allowing the department to electronically reconcile both the pooled account for indigent estates and separate estate accounts. CompuTrust's total proposed cost over thirty-six months, including implementation, is \$229,240. SEM Applications' total proposed cost over thirty-six months, including implementation, is \$184,089.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Chief Financial Officer recommends the award of a Contract for the furnishing of Accounting Software to SEM Applications of Oregon, Missouri as the best proposal received.</p> <p>The Chief Financial Officer also requests the transfer of \$26,805 within the Health Fund as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">FROM:</th> <th style="width: 20%; text-align: center;">TO:</th> </tr> </thead> <tbody> <tr> <td>002-5102-56790 Health Fund, Non-Departmental, Other Contractual Services</td> <td style="text-align: center;">\$26,805</td> <td></td> </tr> <tr> <td>002-5102-56661 Health Fund, Non-Departmental, Software Purchases</td> <td></td> <td style="text-align: center;">\$26,805</td> </tr> </tbody> </table>		FROM:	TO:	002-5102-56790 Health Fund, Non-Departmental, Other Contractual Services	\$26,805		002-5102-56661 Health Fund, Non-Departmental, Software Purchases		\$26,805
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002-5102-56790 Health Fund, Non-Departmental, Other Contractual Services	\$26,805									
002-5102-56661 Health Fund, Non-Departmental, Software Purchases		\$26,805								
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)									
COMPLIANCE	<input type="checkbox"/> MBE Goals – No goals assigned <input type="checkbox"/> WBE Goals – No goals assigned <input type="checkbox"/> VBE Goals – No goals assigned									
ATTACHMENTS	Public Administrator's recommendation letter, evaluation scoring matrix, and pertinent pages of SEM Applications' proposal									
REVIEW	Department Director: 	Date: 10/10/17								
	Finance (Budget Approval) <i>If applicable</i> 	Date: 10/11/17								
	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.



## Fiscal Note: Jackson County, Missouri

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

Date: October 11, 2017      PC#                 RES # 19613

Department / Division	Character/Description	From	To
<b>Health Fund - 002</b>			
5102 - Non-Departmental	56790 - Other Contractual Services	\$ 26,805	\$ -
5102 - Non-Departmental	56661 - Software Purchases		26,805
		\$ 26,805	\$ 26,805

10/11/17  
 Budget Office

**OFFICE OF THE  
PUBLIC ADMINISTRATOR****JACKSON COUNTY COURTHOUSE**415 EAST 12TH STREET, ROOM 400  
KANSAS CITY, MISSOURI 64106-2749(816) 881-3775  
FAX (816) 881-3783JOHN PRUITT KILLIAN  
PUBLIC ADMINISTRATOREmail direct to  
jkillian@jacksongov.org**MEMORANDUM**

TO: Kyle Brack, Senior Buyer  
FROM: John Killian, Public Administrator  
RE: RFP 61-17 Accounting Software  
DATE: October 3, 2017 -

The Request for Proposal 61-17 Accounting Software for the Public Administrator's Office replaces our current notation and accounting software. The desired replacement will include accounting, notation and check writing functions; conduct digital reconciliation between the accounting system and bank statements for both the pooled account we use for indigent estates and individual estate accounts; allow us to print inventories and accountings for the estates directly; allow us to produce billing/fee exhibits directly; and be internet based with hosting company performing all database maintenance, server maintenance, and storage. It will benefit the County by providing greater efficiencies, increasing billing, reducing costs to both this office and the IT Department, reducing the errors resulting from our current system, and reducing our reliance on the other additional software we use to compensate for the inadequacies of the present system.

The Management Team for the office has reviewed the inadequacies of our current system and provided guidance on its desired replacement. I applied that guidance to the two bids submitted – CompuTrust (also our current provider) and SEM Applications. In particular SEM has an enhanced ability to allow and control access, provide and organize estate and client notation, assign and organize staff tasks, print checks directly, reconcile multiple bank accounts and pooled accounts within the system, and provide accounting reports and invoicing directly. CompuTrust is unable to produce accountings in a form acceptable to our supervising court. SEM is a Missouri based company which allows it to provide reporting and systems organization consistent with Missouri probate and guardianship practice. It provides a guardianship assessment tool, not available in CompuTrust, which anticipates changes to Missouri guardianship law and provides a method to comply with the anticipated changes. SEM's references come from Public Administrators in counties that neighbor Jackson County. CompuTrust provided no Missouri references.

The SEM bid is also the most cost effective. One key difference in the pricing is that CompuTrust is based on the number of users, while SEM is based on the number of estates. The CompuTrust bid limited its proposal to 56 users at the annual rate of \$68,480, or \$204,440 for a three year bid. CT's estimate for implementation is \$23,800. The total CompuTrust bid is then **\$229,240**. SEM's proposal provides for unlimited users, and estimated that the number of estates would increase over the next three years. Its three year bid is \$157,284. Its bid on implementation is \$26,805. The total SEM bid is then **\$184,089**. Please accept this as the Public Administrator's recommendation to award RFP 61-17 bid to SEM Application. A copy of our Evaluation Matrix is attached. The amount for implementation was previously budgeted. **\$26,805** should be transferred from Health Fund, Non-Departmental, Other Contractual Services account 002-5102-56790 to Health Fund, Non-Departmental, Software Purchases account 002-5102-56661.





REQUEST FOR PROPOSAL 61-17 Evaluation Matrix

RFP NAME: Accounting Software

DEPARTMENT NAME: Public Administrator

No	Respondent	Knowledge & Qualifications				References	Pricing	Total Score
		Understanding of Fiduciary Systems	35 points possible	30 points possible	10 points possible			
1	Computrust Software	25	20	5	15	65		
2	SEM Applications	35	30	10	25	100		
3								
4								
5								

COMMENTS:

How to utilize Matrix:

1. Assign score from 1 (do not use "0") to the maximum points possible for each scoring category.
2. Raw scores are automatically computed into a Total Score.



**SEM Applications, Inc.**

**Res. 19613**

PO Box 583  
Oregon, Missouri 64473  
Tel: (866) 615-9344  
Fax: (816) 817-1087  
Email: EMSsupport@semapplications.com  
Web site: http://www.semapplications.com

**PROPOSAL**

**Proposal Number:** 201772907

**Proposal Date:** 9/7/2017

**To:**  
Jackson County Public Administrator

**Ship To:** John Killian  
Jackson County Public Administrator  
415 E. 12th St. 4th Floor  
Kansas City, MO 64016

<i>Quantity</i>	<i>Description</i>	<i>Unit Cost</i>	<i>Total</i>
12	Year 1-EMS Web Enhanced Edition Monthly Subscription	\$3,960.00	\$47,520.00
12	Year 2-EMS Web Enhanced Edition Monthly Subscription	\$4,356.00	\$52,272.00
12	Year 3-EMS Web Enhanced Edition Monthly Subscription	\$4,791.00	\$57,492.00
Subscription Services billed monthly based on actual number of Open cases x monthly rate. Monthly rate: \$3.30 per open case, (includes 45% volume discount)		<b>SUBTOTAL</b>	<b>\$157,284.00</b>
Monthly subscription: Yr 1-1200 x 3.30 x 12 months; Yr 2- 1320 x 3.30 x 12 months; Yr 3- 1452 x 3.30 x 12 months (estimates 10% growth annually)		Tax	
		Shipping	
		<b>TOTAL</b>	<b>\$157,284.00</b>

Web subscription monthly rate includes: Volume discounts (where applicable), unlimited technical support (per SLA), group online training, server maintenance, data backups, "Closed" case storage (archived up to 7 yrs), limited "Hold" case storage (up to 50 % of Open case load), and program enhancements (as available)

\*Additional 10% monthly discount available with enrollment in Automated Credit/Debit Card Billing.

**THIS IS NOT AN INVOICE - DO NOT PAY**

If you have any questions, or would like to modify this proposal, please contact our office at (866) 615-9344.

**WE THANK YOU FOR YOUR TIME AND LOOK FORWARD TO DOING BUSINESS WITH YOU!**



## SEM Applications, Inc.

PO Box 583  
Oregon, Missouri 64473  
Tel: (866) 615-9344  
Fax: (816) 817-1087

Email: EMSsupport@semapplications.com  
Web site: <http://www.semapplications.com>

## PROPOSAL

**Proposal Number:** 2017001236

**Proposal Date:** 9/7/2017

**To:**

Jackson County Public Administrator

**Ship To:** John Killian

Jackson County Public Administrator  
415 E. 12th St. 4th Floor  
Kansas City, MO 64016

<i>Quantity</i>	<i>Description</i>	<i>Unit Cost</i>	<i>Total</i>
1	CompuTrust data conversion	\$17,220.00	\$17,220.00
1	EMS Implementation/Super User Training and Project Mgmt	\$2,955.00	\$2,955.00
1100	Initial Closed Case storage fee	\$3.30	\$3,630.00
20	Optional Customization/Report Development	\$150.00	\$3,000.00
Data Conversion: 68 hrs @ \$165 per hour; Mapping, validation, import: 40 hrs @ \$150		SUBTOTAL	\$26,805.00
Implementation/Training: 16 week Super User Training/Project Mgmt 36.5 hrs @ \$90, less 10% package discount		Tax	
		Shipping	
		<b>TOTAL</b>	<b>\$26,805.00</b>

Storage Fee: 1 time expense to store closed cases that have never been/will never be active in EMS. Based on estimate number of closed cases migrated in EMS conversion.

Optional Development: to be used as needed by County request during implementation. Development requests require County approval and are billed as completed.

**THIS IS NOT AN INVOICE - DO NOT PAY**

If you have any questions, or would like to modify this proposal, please contact our office at (866) 615-9344.

**WE THANK YOU FOR YOUR TIME AND LOOK FORWARD TO DOING BUSINESS WITH YOU!**

Anticipated 16 week Implementation Timeline:

A 16 week implementation requires a *minimum* of 4 hours weekly to be devoted to the EMS conversion by the Super User Team (2 hrs with SEM Project Manager and 2 hrs Super User Team follow up).

## Wk 1

- **Project Kick Off**  
Introduce Super User Team, finalize timeline, goals and expectations for Implementation; launch Training database; *Customer Process Review* and *Initial Report Discussion* (court reports and critical daily operation reports)
- Team to Submit reports for review (court reports and critical daily operation reports)
- Data conversion call with EMS Programmer

## Wk 2

- **Admin/User Rights/System Customization Super User Training**  
Creating/Managing User Profiles  
Assigning User Rights  
Security (IP Address, Password, Login)  
Utilities Menu/System Customization  
Second Session/Open Heartbeat
- Data extraction for Kore Tech CompuTrust conversion

## Wk 3

- **Case Management/Calendaring**  
Adding a new case  
General Info/Medical screens  
Reminders/Important Dates  
Communication Log  
Dash Board/My Calendar  
Check List/Assessments (Overview)
- System Configuration/Testing in Training Database (Team)
- Status Review (PM & Team)

## Wk 4

- **Time & Expense**  
Entering Case Notes/Time tracking  
Reviewing Guardian Expenses/Case Notes  
Creating Invoices  
Recording Payments  
Reports
- System Configuration/Testing in Training Database (Team)
- Status Review (PM & Team)

## Wk 5

- **Banking & Finance (Part 1) General Finance**  
Creating bank accounts  
Setting balance warnings  
Entering transactions  
Automatic/Memorized transactions  
Bank Reconciliation  
Budgets  
Reports
- System Configuration/Testing in Training Database (Team)
- Status Review (PM & Team)

**Wk 15**

- **Q&A session (Call #3)**
- **CUSTOMER staff training (conducted by Super Users)**
- **Update files for final data import to live data base**
- **Status Review (PM & Team)**

**Wk 16**

- **Go Live!**
- **Post Go Live Q&A session (Call #6)**

**Request for Information (RFI) #61-17**

Jackson County, Missouri Public Administrator  
SEM Applications, Inc.

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**7.1—COMPANY PROFILE**

SEM Applications, Inc. is located in Oregon, Missouri, approximately 80 miles away from the Jackson County Courthouse. We serve the majority of the Public Administrators' offices within the state. Currently, we have six employees and about 325 customers. Twenty years of customized development working directly with guardians and fiduciaries using the product has led to the creation of an "out-of-the-box" software solution that provides an expandable framework for unlimited client management, as well as specific features for asset management, banking, assessments, and progress measurements for planning and oversight. Utility and setting tools allow for significant customization options to tailor EMS to the specific needs of each organization. This application provides an easily navigable user interface and meets the system requirements of a majority of customers with minimal required development. The framework of the EMS system not only allows for the active client and user counts, but also easily accommodates any expansion in these areas. As a 100% web-based solution, EMS can be accessed from any computer, mobile device, or smart phone, giving users increased flexibility for entering case notes, scheduling appointments and reminders, or accessing contacts or client information outside of the office setting.

SEM Applications, Inc. is a debt-free entity, and has never received financing from any public or private source for client operating costs. SEM Applications, Inc. has enjoyed an increase in new sales of at least 25% annually. We have ensured continuous growth since the founding of the company by providing an industry-specific solution at a competitive price, with outstanding customer service and support. Additionally, SEM Applications, Inc. does not have any existing liens, judgments, pending or expected litigation or previous bankruptcies within the last ten years, or any other circumstance which might materially affect the viability or stability of the organization. SEM Applications, Inc., nor any of its officers, has been involved in any bankruptcy or insolvency proceedings since the founding of the company. SEM Applications, Inc. is not currently, and has never been since the company's founding, involved in litigation either as a defendant in a customer matter or initiated by the company.



## **Request for Information (RFI) #61-17**

Jackson County, Missouri Public Administrator

SEM Applications, Inc.

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A designated Project Manager (PM), will act as the single point of contact for the County in regards to all aspects of execution and delivery of the implementation plan. The PM will interact as a liaison between the County and the SEM Applications, Inc. Lead Developer and Technical Lead to resolve project issues, track identified risks/issues, coordinate all testing, training, and conversion processes, and to complete monitoring/reporting required by the project plan. The PM will provide project oversight to ensure that all milestones and deliverables are reached on time and on budget, and conduct regular meetings with the County and stakeholders to report progress. The PM will handle all sign offs for specified deliverables confirmed by the County and is responsible for ensuring open and clear communication to all parties.

The office is staffed by a team of technical and customer support professionals to provide software services (development, technical support, training, account management). All staff members have a thorough knowledge of EMS customizations options and functionality. Staff members are trained to ask questions to identify site specific work flow, processes, and procedures to assist customers in appropriate customizations and usage issues. Users may be asked to submit report samples or other reference documents for clarification in certain situations to help build understanding.

In the event of staffing changes, the County may be assigned a secondary Project Manager to ensure that the Implementation Plan proceeds according to the agreed-upon schedule.

## Request for Information (RFI) #61-17

Jackson County, Missouri Public Administrator

SEM Applications, Inc.

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### 7.2—CLIENT REFERENCES

Megan Kennedy Stickley, Buchanan County Public Administrator  
411 Jules, Room 202  
St. Joseph, MO 64501  
[mkennedy@co.buchanan.mo.us](mailto:mkennedy@co.buchanan.mo.us)  
(816) 271-1442

Debbie Gwin, former Clay County Public Administrator  
8417 Santa Fe Dr., Ste. 107  
Overland Park, KS 66212  
[debbieg@arcare.org](mailto:debbieg@arcare.org)  
(913) 730-3872

Jera Pruitt, Platte County Public Administrator  
415 3<sup>rd</sup> Street, Ste. 90  
Platte City, MO 64079  
[iera.pruitt@co.platte.mo.us](mailto:iera.pruitt@co.platte.mo.us)  
(816) 858-3367

## **Request for Information (RFI) #61-17**

Jackson County, Missouri Public Administrator

SEM Applications, Inc.

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### **7.3—MEETING SCOPE OF SERVICES**

SEM Applications, Inc. serves customers across the country. Customers are provided with all upgrades, as well as unlimited online training and technical support. Also, all server maintenance, daily scheduled data backups, and weekly data backup verifications will be implemented by SEM Applications, Inc. There is no additional cost for these items, as they are provided within the terms of the User Agreement. Tech support specialists and trainers host online meetings through Go To Meeting and Go To Assist in order to provide remote desktop support for demonstration and issue resolution.

### **7.4—INFORMATION FOR ASSIGNED PROJECT MANAGER**

Laura Elder, Project Manager for SEM Applications, Inc., will work with Jackson County throughout the implementation process. Her contact information is as follows:

PO Box 583, Oregon MO 64473

Phone: 660-446-3030

Fax: 816-817-1087

Email: [lelder@semapplications.com](mailto:lelder@semapplications.com)

### **7.5—ADDITIONAL INFORMATION OTHERWISE UNADDRESSED**

There is no additional information to include that has not been adequately addressed elsewhere in this proposal.

## **7.6—STATEMENT OF UNDERSTANDING OF SCOPE OF SERVICES REQUIREMENTS, OVERVIEW**

SEM Applications, Inc. has the experience and demonstrated ability to successfully provide the scope of services requested by the Jackson County Public Administrator's office. Key EMS features allow users to track, manage, and control access to all pertinent data regarding wards, including but not limited to bank accounts, assets, documents and notes, staff time management, and related financial transactions including billing and disbursement processing. Data entry is uploaded in real time and is instantly available system wide, allowing users to streamline business operations by enabling them to more effectively capture and utilize organizational data. With EMS, users are able to track client activity by creating dated, time-stamped, categorized, and searchable comments along with any included billable expenses within a single screen. Users can conduct intakes, complete assessments with corresponding intervention plans, assign reminders or check list activities to monitor due dates, print checks, manage assets, and produce court accounting forms from a single application. EMS is all-inclusive and does not require additional downloads or purchases for full functionality. For administrative oversight and analysis, EMS provides more than 180 variations of formatted reports, as well as options for customizable ad-hoc reports using the Status Report Designer, Custom Rich Text Report Designer, and the built-in Custom Query Report Designer.

Implementation of the EMS application will allow the Jackson County Public Administrator's office to quickly modernize its technology and streamline business operations. The system is secure, stable, user-friendly, and offers an all-inclusive application for banking operations and case management that fully meets the specified scope of services.

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

**A RESOLUTION** authorizing the Director of Finance and Purchasing to execute an Addendum to the Agreements with the E-Z-Go Division of Textron, Inc., of Augusta, GA, and PNC Equipment Finance, LLC, of Cincinnati, Ohio, for the lease of golf carts for use by the Parks + Rec Department, under the terms and conditions of National IPA Contract No. 130795, at an additional cost to the County for 2017 not to exceed \$2,160.00.

**RESOLUTION NO. 19614**, October 16, 2017

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, by Resolution 19264, dated September 26, 2016, the Legislature did award contracts with the E-Z-Go Division of Textron, Inc., of Augusta, GA, and PNC Equipment Finance, LLC, of Cincinnati, Ohio, for the lease of golf carts, a beverage cart, a range picker, and accessories for use by the Parks + Rec Department, under the terms and conditions of National IPA Contract No. 130795; and,

WHEREAS, the Parks + Rec Department recommends the lease of eight additional golf carts for its Par 3 course located at the Fred Arbanas Golf Course; and,

WHEREAS, the Director of Finance and Purchasing recommends an increase to the agreements with E-Z-Go Division of Textron, Inc., of Augusta, GA, and PNC Equipment Finance, LLC, of Cincinnati, Ohio, at an additional cost to the County for 2017 in an amount not to exceed \$2,160.00, and an additional cost not to exceed \$17,702.00 over the life of the lease, with future years' funding subject to appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Addendum to the Agreements with the E-Z-Go Division of Textron, Inc., of Augusta, GA, and PNC Equipment Finance, LLC, of Cincinnati, Ohio, and any other documents necessary to give effect to the intent of this Resolution, in forms 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 and Addenda thereto.

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

APPROVED AS TO FORM:

*Amy D. Hoden*  
Chief Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19614 of October 16, 2017, was duly passed on \_\_\_\_\_, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER:	300 1666 56790
ACCOUNT TITLE:	Park Enterprise Fund Fred Arbanas Golf Course Other Contractual Services
NOT TO EXCEED:	\$2,160.00

Funding for future years is subject to annual appropriation in the County's then current budget.

*October 12, 2017*  
Date

*[Signature]*  
Chief Financial Officer



**JACKSON COUNTY  
Parks + Rec**

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

**Res. 19614**

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

June 12, 2017

To: Barb Casamento  
From: Bob McMillin  
Date: June 12, 2017  
Re: Additional Golf Carts

The Fred Arbanas Golf Course is requesting an addendum to add (8) eight TXT Gas model E-Z-GO golf carts to our existing cart lease fleet with PNC LS 200517000. In the fall of 2016 Arbanas Golf Course conducted a trial of golf carts on the Par 3 course. We received favorable results and in 2017 the demand has exhausted our current 68 cart fleet that were normally used only on the Championship Course. The per cart lease fee is the same amount as on the 68 cart fleet at \$54.00 per month. The total for the (8) carts will be \$432.00 per month.

The additional carts will have the same setup and look as our current fleet. Customers will rent the carts on the Par 3 for \$8.00 per player. On tournaments & events the same carts will be used so we can eliminate renting additional carts.



*Frank White, Jr., County Executive*



# Pricing

May 22, 2017

## Fred Arbanas GC Add On LS 200517000

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
8	TXT Gas	2017	42 Mth FMV	\$54.00	\$432.00

INCLUDED ACCESSORIES			
Color: Platinum	Sun Canopy Top	Windshield Fold-Down	Custom Logo
Numbers	Oyster Seats		

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

### LEASE PROGRAM DETAILS

Payment schedule: **42 Month FMV Lease**                      Payment months: **January - December**  
 Delivery: **June 2017**    First pay: **July 15, 2017**

### SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Fred Arbanas GC Add On LS 200517000 must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

Pricing is the same as deal completed in December 2016. Addendum to PNC Lease 200517000

NOTE: Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

**Fred Arbanas GC Add On LS 200517000**

**E-Z-GO Division of Textron Inc.**

Accepted by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

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

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

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

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



# REQUEST FOR LEGISLATIVE ACTION

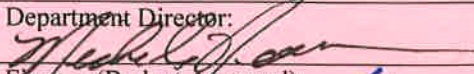
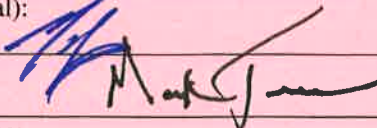
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19614

Sponsor(s): Tony Miller

Date: October 16, 2017

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting the approval of an Addendum to an existing Contract with EZ Go, a division of Textron, Inc. of Augusta, GA and PNC Equipment Finance of Cincinnati, OH under the terms and conditions of National IPA Contract No. 130795; an existing government contract.</u></p>																								
<p><b>BUDGET INFORMATION</b>  <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>\$47,796.00</td> </tr> <tr> <td>Additional amount authorized this fiscal year:</td> <td>\$ 2,160.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$49,956.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$49,956.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>300-1666-56790 Park Enterprise Fund, Fred Arbanas Golf Course, Other Contractual Services</td> <td>\$49,956.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>This is a 48 Month Lease that started January 1, 2017</p> <table border="1"> <thead> <tr> <th></th> <th>Old Payments</th> <th>New Payments</th> </tr> </thead> <tbody> <tr> <td>Monthly</td> <td>\$ 3,983.00</td> <td>\$ 4,415.00</td> </tr> <tr> <td>Annual</td> <td>\$ 47,796.00</td> <td>\$ 52,980.00</td> </tr> <tr> <td>Lease Total</td> <td>\$191,194.00</td> <td>\$208,896.00</td> </tr> </tbody> </table> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$47,796.00	Additional amount authorized this fiscal year:	\$ 2,160.00	Total amount authorized after this legislative action:	\$49,956.00	Amount budgeted for this item * (including transfers):	\$49,956.00	Source of funding (name of fund) and account code number:		300-1666-56790 Park Enterprise Fund, Fred Arbanas Golf Course, Other Contractual Services	\$49,956.00		Old Payments	New Payments	Monthly	\$ 3,983.00	\$ 4,415.00	Annual	\$ 47,796.00	\$ 52,980.00	Lease Total	\$191,194.00	\$208,896.00
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Lease Total	\$191,194.00	\$208,896.00																							
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):  Prior resolutions and (date): 19264 October 3, 2016</p>																								
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																								
<p><b>REQUEST SUMMARY</b></p>	<p>Resolution No. 19264 approved on October 3, 2016 authorized the lease of 68 golf carts, 1 beverage cart, 1 range picker and accessories for use by the Parks + Rec Department at the Fred Arbanas Golf Course under the terms and conditions of National IPA Contract No. 130795.</p> <p>The Parks + Rec Department would like to add 8 golf carts for the Par 3 Course. The additional carts will be rented at \$8 per player. These additions would increase the contract by \$432.00 monthly; \$5,184.00 annually; and \$17,702.00 total for the 48 month lease.</p>																								
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																								
<p><b>ATTACHMENTS</b></p>	<p>Memorandum from Bob McMillin, EZ Go Quote and Resolution No. 19264</p>																								

REVIEW	Department Director: 	Date: 10-9-17
	Finance (Budget Approval): <i>If applicable</i>	Date: 10/11/17
	Division Manager: 	Date: 10/12/17
	County Counselor's Office:	Date:

**Fiscal Note:**

This expenditure was included in the Annual Budget.


Date: October 11, 2017 PC# \_\_\_\_\_ RES # 19614

Department / Division                      Character/Description                      Not to Exceed

**Park Enterprize Fund - 300**

1666 - Fred Arbanas Golf Course      56790 - Other Contractual Services                      \$ 2,160


\$ 2,160

 10/11/17  
Budget Office

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.