

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

**A RESOLUTION** awarding a contract on Bid No. PW 05-2018 for the 2018 Guardrail Installation Project, No. 3226, to Collins & Hermann, Inc., of Kansas City, KS, at an actual cost to the County not to exceed \$44,995.00.

**RESOLUTION NO. 19812**, April 9, 2018

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Director of Public Works has solicited formal written bids on Bid No. PW 05-2018 for the 2018 Guardrail Installation Project, No. 3226, for use by the Public Works Department; and,

WHEREAS, notifications were distributed through advertisement and online posting and two responses were received from the following:

<u>VENDOR</u>	<u>BID</u>
Collins & Hermann, Inc. Kansas City, KS	\$44,995.00
James H. Drew Corporation Sedalia, MO	\$54,309.31

and,

WHEREAS, the Director of Public Works recommends that the contract be awarded to Collins & Hermann Inc., of Kansas City, KS, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, in the event that line item adjustments to the contract become necessary, it is appropriate that the Director of Public Works be authorized to approve said line item adjustments to the extent there is no additional cost to the County; now therefore,

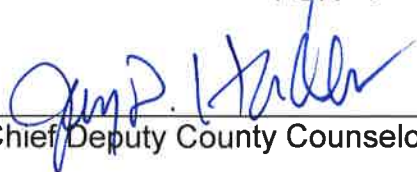
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Public Works and that the County Executive be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to make adjustments in the contract line item quantities to the extent that there will be no further funding obligation to the County; and,

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19812 of April 9, 2018, was duly passed on \_\_\_\_\_, 2018 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: 004 1507 58040  
ACCOUNT TITLE: Special Road and Bridge Fund  
Special Projects  
Roads & Highways  
NOT TO EXCEED: \$44,995.00

4/4/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer


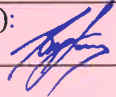

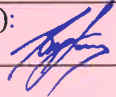

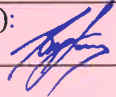
# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19812

Sponsor(s): Greg Grounds

Date: April 9, 2018

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Awarding the 2018 Guardrail Installation Project, PN 3226, to Collins &amp; Hermann, Inc. under the terms and conditions of Invitation to Bid No. PW05-2018</p>										
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="316 514 1518 724"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$44,995.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$44,995.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$44,995.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td><b>Public Works:</b> 004-1507-58040 Special Projects</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$500,000.00</p> <p>OTHER FINANCIAL INFORMATION:  <input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$44,995.00	Amount previously authorized this fiscal year:	\$ 0.00	Total amount authorized after this legislative action:	\$44,995.00	Amount budgeted for this item * (including transfers):	\$44,995.00	Source of funding (name of fund) and account code number; FROM / TO	<b>Public Works:</b> 004-1507-58040 Special Projects
Amount authorized by this legislation this fiscal year:	\$44,995.00										
Amount previously authorized this fiscal year:	\$ 0.00										
Total amount authorized after this legislative action:	\$44,995.00										
Amount budgeted for this item * (including transfers):	\$44,995.00										
Source of funding (name of fund) and account code number; FROM / TO	<b>Public Works:</b> 004-1507-58040 Special Projects										
PRIOR LEGISLATION	<p>Prior ordinances and (date): N/A          Prior resolutions and (date): N/A</p>										
CONTACT INFORMATION	<p>RLA drafted by: Ric Johnson, Project Manager, 816-881-4499</p>										
REQUEST SUMMARY	<p>The Department of Public Works has budgeted a guardrail installation program for 2018. Plans, specifications, and bid documents were prepared under Bid No. PW05-2018 to accomplish the work. Advertisement was posted once in the Daily Record and the bidding information was posted on the "Public Purchase" Website. Sealed proposals were opened on March 13, 2018 at the offices of Public Works with 2 bidders responding. A detailed bid tabulation is attached. A summary of the bids is as follows:</p> <table border="1" data-bbox="316 1197 1291 1312"> <thead> <tr> <th>BIDDER</th> <th>City and State</th> <th>BIDS</th> </tr> </thead> <tbody> <tr> <td>Collins &amp; Hermann, Inc</td> <td>Kansas City, KS</td> <td style="text-align: right;">\$44,995.00</td> </tr> <tr> <td>James H. Drew Corporation</td> <td>Sedalia, MO.</td> <td style="text-align: right;">\$54,309.31</td> </tr> </tbody> </table> <p>The Department of Public Works recommends that the contract be awarded to Collins &amp; Hermann, Inc., being the lowest and best bidder.</p> <p>We request that</p> <ol style="list-style-type: none"> <li>1. This Resolution, authorizing the County Executive to execute a construction contract with Collins &amp; Hermann, Inc. be considered for approval.</li> <li>2. The Director of Finance be authorized to encumber \$\$44,995.00 to cover the costs.</li> <li>3. The Director of Public Works be authorized to approve adjustments in the construction contract line items, to the extent that there will be no further funding obligation by the County.</li> </ol>	BIDDER	City and State	BIDS	Collins & Hermann, Inc	Kansas City, KS	\$44,995.00	James H. Drew Corporation	Sedalia, MO.	\$54,309.31	
BIDDER	City and State	BIDS									
Collins & Hermann, Inc	Kansas City, KS	\$44,995.00									
James H. Drew Corporation	Sedalia, MO.	\$54,309.31									
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Bid Tabulation, JC Tax Clearance, Compliance Certificate, Business in Good Standing, Bid Bond Insurance Company, Guardrail Project List and Map</p>										
REVIEW	<table border="1" data-bbox="308 1711 1526 1963"> <tr> <td>Department Director: Brian D. Gaddie, P.E. </td> <td>Date: 3-29-18</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> </td> <td>Date: 4/2/18</td> </tr> <tr> <td>Division Manager:</td> <td>Date:</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: Brian D. Gaddie, P.E. 	Date: 3-29-18	Finance (Budget Approval): <i>If applicable</i> 	Date: 4/2/18	Division Manager:	Date:	County Counselor's Office:	Date:		
Department Director: Brian D. Gaddie, P.E. 	Date: 3-29-18										
Finance (Budget Approval): <i>If applicable</i> 	Date: 4/2/18										
Division Manager:	Date:										
County Counselor's Office:	Date:										

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

- X This expenditure was included in the annual budget.
- Funds for this were encumbered 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:
004-1507-58040	Special Projects	\$44,995.00

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

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC# \_\_\_\_\_

Date: April 2, 2018

RES # 19812

Department / Division                      Character/Description                      Not to Exceed

**004 Special Road & Bridge Fund**

1507 Special Projects in Public Works      58040 Roads & Highways                      \$ 44,995

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$ 44,995

  
Budget Officer



**2018 Guardrail Installation  
COUNTY PROJECT NO. 3226 - BID NO. PW 05-2018**

**LIST OF BIDDERS**

**UNOFFICIAL**

JCPW Contact for project information:  
Ric Johnson at (816) 881-4499

**BID OPENING DATE AND TIME: March 13, 2018 2:05 P.M.**

Note: This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Bid	% above Low
1	Collins & Hermann, Inc.	Kansas City, KS	\$44,995.00	0.00%
2	James H. Drew Corporation	Sedalia, MO	\$54,309.31	20.70%
	Engineer's Estimate	Independence, MO	\$59,975.00	33.29%

Bid Opening Date and Time:  
March 13, 2018 at 2:05 P.M.

**Bid Tabulation for 2018 Guardrail Installation**  
**Jackson County Project No. 3226 - Bid No. PW-05-2018**  
**Department of Public Works - Engineering Division**

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

**UNOFFICIAL**

Numbers highlighted in Yellow denote mathematical error.

1 2

Item No	Description	Unit	Collins & Hermann, Inc. Kansas City, KS		James H. Drew Corporation Sedalia, MO		Engineers Estimate		Avg. unit \$ of 3 lowest Bids Received
			Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Estimated	
1	Remove Existing Guardrail and Posts	LF	26.00	975.00	91.10	3,416.25	32.00	1,200.00	58.55
2	Reset Existing Guardrail and Posts	LF	81.76	1,533.00	182.19	3,416.06	52.00	975.00	131.98
3	31" W-Beam (12 ga.) Guardrail	LS	30.40	8,360.00	33.60	9,240.00	40.00	11,000.00	32.00
4	6' Steel Posts	Each	69.00	966.00	75.00	1,050.00	150.00	2,100.00	72.00
5	8' Steel Posts	Each	86.00	3,096.00	95.00	3,420.00	200.00	7,200.00	90.50
6	MSKT End Terminals	Each	3,185.00	19,110.00	2,950.00	17,700.00	4,000.00	24,000.00	3,067.50
7	Yocum Road (South) Guardrail Modification	LS	355.00	355.00	2,067.00	2,067.00	2,500.00	2,500.00	1,211.00
8	Traffic Control	Each	1,120.00	5,600.00	1,800.00	9,000.00	1,200.00	6,000.00	1,460.00
9	Force Account	FA	5,000.00	5,000.00	5,000.00	5,000.00	\$5,000.00	5,000.00	5,000.00
Total Amount Bid for Project =				44,995.00	54,309.31		59,975.00		

Received Bid Totals \$44,995.00 \$54,309.31

Math or Extension Error Total Amount \$0.00 \$0.00

Extension error line (s) (Item No. Above) ??

Notes: The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.



**JACKSON COUNTY, MISSOURI  
MBE/WBE/VBE CONTRACT FORMS**

Contracting Department: Public Works, Engineering		Date: 2/14/2018	
Project Number: 3226		Project Name: 2018 Guardrail Installation	
Estimated Contract Value	Proposed Solicitation Date	Proposed project Start Date	Estimated Contract End Date
\$40,000	March 2018	May 2018	July 2018

**ESTIMATED COST BREAKDOWN**

Scopes of Work	Dollar Amount	No. of MBE Available	No. of WBE Available
Remove 37 LF of existing guardrail; install 275 LF of new guardrail	\$40,000		

Add add'l pages if needed (total must equal est. contract \$)

**GOALS: COMPLIANCE REVIEW OFFICE**

Goals for the project have been set at

5	% MBE	5	% WBE
5	% VBE		

Goals for the project are waived because contract is:

- With another Governmental Agency
- For real property
- An emergency contract
- For purposes of borrowing money, bonds or other notes
- Insufficient in terms of MBE or WBE firms available

(signed) *J. Wyndel* (date) *2-14-18*

**CUP: COMPLIANCE REVIEW OFFICE**

To be completed after bidding in conjunction with review of CUP submitted by Contracting Dept.

Proposed utilization matches goals set above

Proposed utilization differs from goals. This modification is acceptable

MBE/WBE/VBE participation on this project will be:

% MBE		% WBE
% VBE		

Proposed utilization differs from goals. Modification is NOT acceptable

Good faith effort documentation will be requested of Contractor.

(Signed) *J. Wyndel* (date) *3-19-18*



Gen. Business - For Profit Details as of 3/14/2018

<p><a href="#">Business Entity Fees &amp; Forms</a></p> <p><a href="#">Business Entity FAQ</a></p> <p><a href="#">Business Entity Home Page</a></p> <p><a href="#">Business Entity Online Filing</a></p> <p><a href="#">Business Outreach Office</a></p> <p><a href="#">Business Entity Contact Us</a></p> <p><a href="#">UCC Online Filing</a></p> <p><a href="#">Secretary of State Home Page</a></p>	<div style="text-align: right;">Required Field</div> <p>File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.</p> <p>File Registration Reports - click FILE REGISTRATION REPORT.</p> <p>Copies or Certificates - click FILE COPIES/CERTIFICATES.</p> <hr/> <p>RETURN TO SEARCH RESULTS <span style="float: right;">Select filing from the list. FILE ONLINE</span></p> <p style="text-align: center;">Filing Type    Acceptance of a General Business to a Non Pr</p> <p>ORDER COPIES/ CERTIFICATES</p> <p><a href="#">Jhghdajp dhrq</a>    <a href="#">Idrjv</a>    <a href="#">Dggurw</a>    <a href="#">Frqdfw,</a></p> <hr/> <p>Name(s) COLLINS &amp; HERMANN, INC.    <a href="#">Address</a> 1215 Dunn Road St. Louis, MO 63138</p> <p>Type Gen. Business - For Profit    <a href="#">Charter No.</a> 00164482</p> <p>Domesticity Domestic</p> <p>Registered Agent <a href="#">CSC LAWYERS INCORPORATING SERVICE COMPANY</a>    <a href="#">Status</a> Good Standing</p> <p>221 Bolivar Street Jefferson City, MO 65101</p> <p style="text-align: right;"><a href="#">Date Formed</a> 9/26/1973</p> <hr/> <p>Duration Perpetual</p> <p>Renewal Month July</p> <hr/> <p>Report Due 10/31/2018</p> <hr/> <p><small>The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.</small></p>
---	--

St. Louis is the Corporate Office for Collins & Hermann  
2018 Guardrail Installation - Project No. 3226

DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

**Evergreen National Indemnity Company (NAIC #12750)**

BUSINESS ADDRESS: 6140 PARKLAND BLVD, STE 321, MAYFIELD HEIGHTS, OH 44124. PHONE: (440) 229-3420. UNDERWRITING LIMITATION b/: \$3,328,000. SURETY LICENSES c,ff: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WI, WY. INCORPORATED IN: Ohio.

**Executive Risk Indemnity Inc. (NAIC #35181)**

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889. PHONE: (908) 903-2000. UNDERWRITING LIMITATION b/: \$125,097,000. SURETY LICENSES c,ff: AL, AK, AZ, AR, CA, CO, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

**Explorer Insurance Company (NAIC #40029)**

BUSINESS ADDRESS: P.O. BOX 509039, SAN DIEGO, CA 92150. PHONE: (858) 350-2400 x-2550. UNDERWRITING LIMITATION b/: \$12,506,000. SURETY LICENSES c,ff: AZ, CA, CO, CT, DE, HI, ID, IL, IN, IA, MD, MA, MI, MS, MT, NV, NJ, NM, OR, PA, TN, TX, UT, VT, VA, WA, WV. INCORPORATED IN: California.

[← Back To Top](#)

**F**

**Fair American Insurance and Reinsurance Company (NAIC #35157)**

BUSINESS ADDRESS: One Liberty Plaza, 165 Broadway, New York, NY 10006. PHONE: (212) 365-2200. UNDERWRITING LIMITATION b/: \$18,767,000. SURETY LICENSES c,ff: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

**Farmers Alliance Mutual Insurance Company (NAIC #19194)**

BUSINESS ADDRESS: P.O. Box 1401, McPherson, KS 67460. PHONE: (620) 241-2200. UNDERWRITING LIMITATION b/: \$16,903,000. SURETY LICENSES c,ff: CO, ID, IA, KS, MN, MO, MT, NE, NM, ND, OK, SD. INCORPORATED IN: Kansas.

**Farmington Casualty Company (NAIC #41483)**

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$28,949,000. SURETY LICENSES c,ff: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

**Farmland Mutual Insurance Company (NAIC #13838)**

BUSINESS ADDRESS: ONE WEST NATIONWIDE BLVD., 1-04-701, COLUMBUS, OH 43215 - 2220. PHONE: (515) 508-3300. UNDERWRITING LIMITATION b/: \$17,138,000. SURETY LICENSES c,ff: AL, AZ, AR, CA, CO, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, MD, MI, MN, MS, MO, MT, NE, NV, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

**FCI Insurance Company (NAIC #10178)**

BUSINESS ADDRESS: 6300 University Parkway, Sarasota, FL 34240 - 8424. PHONE: (800) 226-3224. UNDERWRITING LIMITATION b/: \$52,569,000. SURETY LICENSES c,ff: AL, AZ, AR, CO, DC, FL, GA, IL, IN, IA, KS, KY, LA, MD, MI, MS, MO, NE, NC, OH, OK, PA, SC, TN, TX, VA. INCORPORATED IN: Florida.

**Federal Insurance Company (NAIC #20281)**

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889. PHONE: (908) 903-2000. UNDERWRITING LIMITATION b/: \$1,000,918,000. SURETY LICENSES c,ff: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Indiana.

**FEDERATED MUTUAL INSURANCE COMPANY (NAIC #13935)**

BUSINESS ADDRESS: 121 EAST PARK SQUARE, OWATONNA, MN 55060. PHONE: (507) 455-5200. UNDERWRITING LIMITATION b/: \$309,410,000. SURETY LICENSES c,ff: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Minnesota.

Surety for Collins & Hermann  
2018 Guardrail Installation  
Project No. 3226

**Fidelity and Deposit Company of Maryland (NAIC #39306)**

BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056. PHONE: (847) 605-6000. UNDERWRITING LIMITATION b/: \$14,504,000. SURETY LICENSES c,ff: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Maryland.

**FIDELITY AND GUARANTY INSURANCE COMPANY (NAIC #35386)**

BUSINESS ADDRESS: One Tower Square, Hartford, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$1,920,000. SURETY LICENSES c,ff: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

**XL Specialty Insurance Company (NAIC #37885)**

BUSINESS ADDRESS: 70 SEAVIEW AVENUE, STAMFORD, CT 06902. PHONE: (203) 964-5200.

UNDERWRITING LIMITATION b/: \$28,331,000. SURETY LICENSES c,ff: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Delaware.

[Back To Top](#)

Y

[Back To Top](#)

Z

Main Underwriter for Surety  
Collins & Hermann  
2018 Guardrail Installation  
Project No. 3226

**Zurich American Insurance Company (NAIC #16535)**

BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056. PHONE: (847) 605-6000. UNDERWRITING LIMITATION b/: \$718,238,000. SURETY LICENSES c,ff: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

[Back To Top](#)



**Fiscal Service Items**

- Home
- About Us
- Our Programs
- Reports & Publications
- Our Services
- Freedom of Information Act
- News
- Contact Us
- Site Map
- Accessibility Statement
- Privacy Policy
- Privacy Impact Assessments
- FAQs
- Careers
- A-Z Index
- Glossary
- Training & Events
- Related Websites

**Fiscal Service Websites**

- TreasuryDirect.gov
- Administrative Resource Center (ARC)
- Do Not Pay

**Other Treasury Bureaus**

- The Alcohol and Tobacco Tax and Trade Bureau
- Bureau of Engraving & Printing
- Community Development Financial Institutions Fund
- Financial Crimes Enforcement Network (FinCen)
- Internal Revenue Service
- Office of The Comptroller of the Currency
- U S. Mint

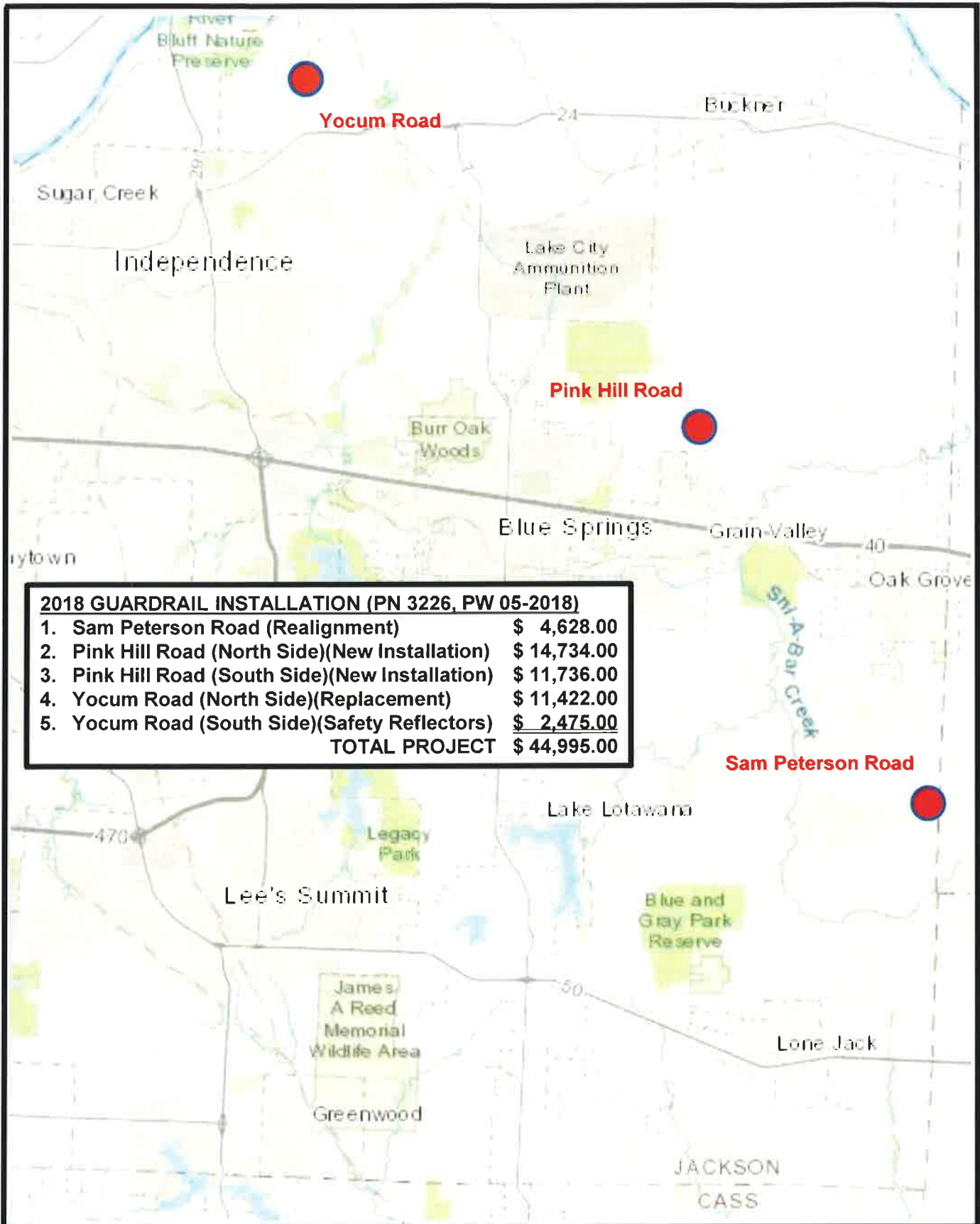
**Other Government Websites**

- USA.gov
- USAJOBS.gov
- OPM.gov
- MyMoney.gov
- Data.gov
- Regulations.gov
- PaymentAccuracy.gov
- No Fear Act

Last Updated November 21, 2017



[Translate](#)



<b>2018 GUARDRAIL INSTALLATION (PN 3226, PW 05-2018)</b>	
1. Sam Peterson Road (Realignment)	\$ 4,628.00
2. Pink Hill Road (North Side)(New Installation)	\$ 14,734.00
3. Pink Hill Road (South Side)(New Installation)	\$ 11,736.00
4. Yocum Road (North Side)(Replacement)	\$ 11,422.00
5. Yocum Road (South Side)(Safety Reflectors)	<u>\$ 2,475.00</u>
<b>TOTAL PROJECT</b>	<b>\$ 44,995.00</b>

PROJECT NUMBER: 3226  
 DRAWING NAME: location.pptx  
 DATE: February 9, 2018  
 DESIGNED BY: EL Johnson, PE  
 CHECKED BY:  
 APPROVED BY:



**2018 GUARDRAIL IMPROVEMENTS**

---

**LOCATION MAP**

**C1**

Sheet No

Jackson County, Mo.  
Vendors Compliance Reporting Submission System

**Thank you. Your Compliance Report has been accepted and will be reviewed by the Compliance Review Officer.**

**Report Confirmation Code: 180319123441V441**

## 1. Company Description

Company Name	Collins & Hermann, Inc.
Street Address	1215 Dunn road
City	St. Louis
State	MO
Zip Code	63138
Business Representative	
First Name	Heidi
Middle Name	
Last Name	Carver
Title	Assistant Controller
Phone	314-869-8000
E-mail	jloch@collinsandhermann.com

## 2. Company Statistics

A. Total number of employees	201
B. Enter below the total number of employees who are:	
1. Women	18
2. Hispanic	3
3. Black	8
4. Asian	1
5. American Indian	0
6. Other	0
Employment Statistics were obtained from:	Visual Check

### 3 - 7. Advertising, Recruiting and training

3. Has your company advertised for applicants since your last report? NA

If so, please forward a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement.

4. Has there been any effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? NA

If so, please forward a detailed report of such efforts.

5. Have there been any adjustments in your job prerequisites or your recruiting and hiring procedures? NA

If so, please forward a narrative describing the adjustments.

6. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants? NA

If so, please forward a narrative of such efforts

7. Will you be forwarding any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs. NA

8. Do you intend to submit an MBE \ WBE sub-contractor Report No

### this Vendor Compliance Report Submission was prepared by:

First Name	Heidi
Last Name	Carver
Title	Assistant Controller

Forward all supporting documents and reports to:  
 Tom Wyrsh  
 Contract Compliance Review Director  
 415 East 12th Street - 2nd Floor  
 Kansas City, Missouri 64106  
 EMAIL: cro@jacksongov.org  
 FAX: (816)-881-1223




Jackson County, Mo  
Certificate of Compliance

Issued To:  
Collins & Hermann, Inc.

Whose Affirmative Action Plan has been approved and found to be in compliance Chapter 6 Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2018.

  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Certificate ID: 180319123441V441





COUNTY LEGISLATURE  
JACKSON COUNTY, MISSOURI

OFFICE OF COMPLIANCE REVIEW

Tom Wyrch, Director  
cro@JacksonGov.org  
(816)881-3302  
(816)881-1223 Fax

Jackson County Courthouse  
415 E. 12th Street , 2nd Floor  
Kansas City, Missouri 64106  
[www.JacksonGov.org](http://www.JacksonGov.org)

Collins & Hermann, Inc.  
1215 Dunn road  
St. Louis, MO 63138

Enclosed is your certificate of compliance certifying that you have met the program submission requirement of this office that was established according to Chapter 6, Jackson County. This certificate is valid from January 1, to December 31, 2018.

In order to maintain compliance status you must send a copy of your Affirmative Action Program within 7 days.

Enclosed is one set of compliance report forms. Your submission is as follows:

Report Due: December 31, 2018

When you bid on future contracts, you must submit a copy of your Certificate of Compliance with each bid.

thank you for your cooperation and I am looking forward to a good working relationship with Collins & Hermann, Inc. in implementing your Affirmative Action Program. Please do not hesitate to call me at 816-881-3302 if you have any questions."

Certificate Issued: January 1, 2018

  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Enclosure: Certificate / CRO Form

Harry S. Truman Presiding Judge 1927 - 1934

**Confirmation Memorandum**  
**Jackson County Missouri - Department of Public Works**

**TO:** Dana Tadlock  
Taxpayer Services Supervisor  
Collection Department

**FROM:** Ric Johnson, PE, ENV SP  
Project Manager  
Engineering Division

**DATE:** March 13, 2018

**SUBJECT: Request for Tax Clearance on Low Bidder**  
**2018 Guardrail Installation**  
**Project No. 3226 - Bid Number PW 05-2018**

In accordance with County Ordinance 1208, Sections 1003.01 and 1070, the Director of Public Works requests that the below listed Company and/or individuals be verified as being listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

**Collins & Hermann, Inc.**  
**2366 State Line Road**  
**Kansas City, KS 66103**

Information needed: Type of tax due, amount of tax, and if account is paid or unpaid. (If account is unpaid please include a printout of statement). Place amount paid/amount due under type that applies.

<u>Type of Tax</u>	<u>Amount Paid</u>	<u>Amount Due</u>
BUSINESS	<u>0</u>	<u>0</u>
MERCHANTS	<u>0</u>	<u>0</u>
INDIVIDUAL	<u>0</u>	<u>0</u>
REAL ESTATE	<u>0</u>	<u>0</u>

  
\_\_\_\_\_  
Signature (Person Verifying)

Date: 03.13.18

CC: Design Contract File

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

**A RESOLUTION** awarding a twenty-four month term and supply contract, with three twelve-month options to extend for the furnishing of armored car services to Dunbar Armored, Inc., of Hunt Valley, MD, for use by various County departments, under the terms and conditions of Request for Proposals No.100-17.

**RESOLUTION NO. 19813**, April 9, 2018

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, the Department of Finance and Purchasing has solicited written proposals for the furnishing of armored car services; and,

WHEREAS, a total of twenty notifications were distributed and one proposal was received, from Dunbar Armored, Inc., of Hunt Valley, MD; and,

WHEREAS, pursuant to section 1054.6 of Jackson County Code, the Department of Finance and Purchasing recommends the award of twenty-four month term and supply contract with three one month options to extend, for the furnishing of armored car services for use by various County departments to Dunbar Armored, Inc., of Hunt Valley, MD, under the terms and conditions of Request for Proposals No.100-17, for the reason that is has submitted the lowest and best proposal; and,

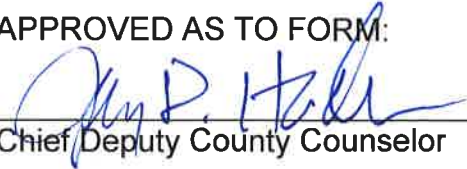
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

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

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

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. 19813 of April 9, 2018 was duly passed on \_\_\_\_\_, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

4/4/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

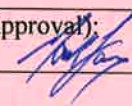
Completed by County Counselor's Office:

Res/Ord No.: 19813

Sponsor(s): Dennis Waits

Date: April 9, 2018

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract with Three <sup>twelve</sup> One Month Options to Extend for the furnishing of Armored Car Services to Dunbar Armored, Inc. of Hunt Valley, MD for use by Various County Departments under the terms and conditions of Request for Proposal 100-17.</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></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:</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><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Department</td> <td>Estimated Use</td> </tr> <tr> <td>Collections</td> <td>\$8,000.00</td> </tr> <tr> <td>Corrections</td> <td>\$12,000.00</td> </tr> <tr> <td>Municipal Court</td> <td>\$5,700.00</td> </tr> </table> <p>Requesting approval by the Legislature of the term and supply contract; the funds were already appropriated through the annual budget adoption. Estimated usage figures are for informational purposes only.</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:		Department	Estimated Use	Collections	\$8,000.00	Corrections	\$12,000.00	Municipal Court	\$5,700.00
Amount authorized by this legislation this fiscal year:																			
Amount previously authorized this fiscal year:																			
Total amount authorized after this legislative action:																			
Amount budgeted for this item * (including transfers):																			
Source of funding (name of fund) and account code number:																			
Department	Estimated Use																		
Collections	\$8,000.00																		
Corrections	\$12,000.00																		
Municipal Court	\$5,700.00																		
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date):          Prior resolutions and (date): N/A</p>																		
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Katie Bartle, Senior Buyer, 816-881-3465</p>																		
<b>REQUEST SUMMARY</b>	<p>Various County Departments require a Term and Supply contract for the furnishing of Armored Car Services. The Purchasing Department issued Request for Proposal 100-17 in response to this requirement.</p> <p>A total of twenty notifications were distributed and one proposal was received and evaluated as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Respondent</th> <th>Responsiveness to Bid Requirements (5 Points)</th> <th>Proposed Method of Performance (40 Points)</th> <th>Experience and Qualifications (25 Points)</th> <th>Pricing (30 Points)</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Dunbar</td> <td>3</td> <td>32</td> <td>25</td> <td>20</td> <td>80</td> </tr> </tbody> </table> <p>*The above totals are a combined average base on individual scores from the three members of the Evaluation Committee.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Finance and Purchasing Department recommends the award of a Twenty-Four Month Term and Supply Contract with Three Twelve Month Options to Extend for the furnishing of Armored Car Services for use by Various County Departments to Dunbar Armored, Inc. of Hunt Valley, MD as the best proposal received.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County, Missouri to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.</p>	Respondent	Responsiveness to Bid Requirements (5 Points)	Proposed Method of Performance (40 Points)	Experience and Qualifications (25 Points)	Pricing (30 Points)	Total	Dunbar	3	32	25	20	80						
Respondent	Responsiveness to Bid Requirements (5 Points)	Proposed Method of Performance (40 Points)	Experience and Qualifications (25 Points)	Pricing (30 Points)	Total														
Dunbar	3	32	25	20	80														

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 <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals <p style="text-align: center;">No Goals Assigned</p>	
ATTACHMENTS	Recommendation Letters from Using Departments, Evaluation Matrices, pertinent pages of Dunbar Armored's proposal.	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i> 	Date: 4/2/18
	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.



## WHITNEY S. MILLER

### DIRECTOR OF COLLECTIONS

415 East 12<sup>th</sup> Street, Suite 100

Kansas City, Missouri 64106

(816) 881-3187

Fax: (816) 881-3200

www.jacksongov.org

### MEMORANDUM

To: Katie Bartle, Senior Buyer

From: Whitney S. Miller, Director of Collection *WSM*

Date: March 21, 2018

Re: Request for Proposal no. 100-17 Armored Transport

The sole bid submitted by Dunbar Armored, Inc. has been carefully reviewed and evaluated.

The Collection department evaluated this vendor with a total score of 83. This company has also had our department's contract in prior years.

I therefore recommend acceptance of the bid of Dunbar Armored, Inc. for provision of services that will meet the needs and requirements of the Collection Department. Dunbar provided a bid price (excluding "Excess Time & Item" charges) of \$11,874.48/year for the first year. A small budget transfer will be necessary to cover the remainder of 2018 as the pricing exceeds what was estimated in the 2018 budget.





## JACKSON COUNTY MUNICIPAL COURT

---

**DIVISION 301**  
308 W. KANSAS AVE.  
SUITE 142  
INDEPENDENCE, MISSOURI 64050

Court Administrator  
Betsy Meek  
(816) 881-1697  
(816) 881-4653 Fax

**To: Katie Bartle, Senior Buyer, Purchasing**  
**Date: 03/20/2018**  
**Subject: Bid 100-17 Armored Car Services**

Dunbar Armored was the sole bidder on this contract. Dunbar's performance, experience, qualifications and pricing are all acceptable. Dunbar staff appears to be exceptional and well qualified.

Jackson County Municipal Court recommends that Dunbar be awarded the Armored Car Services contract.

**Jackson County Department of Corrections  
MEMO**



**To:** Katie Bartle, Senior Buyer, Purchasing  
**CC:** Diana Turner, Director; Marvin Walker, SS Administrator  
**Date:** 3/19/18  
**From:** L.J. Scott, Asst Director of Administration *LJ Scott*  
**Subject:** Bid 100-17 Armored Car Services

Dunbar Armored was the sole bidder on this contract. Corrections scored Dunbar at 88% on the evaluation matrix. Dunbar's performance, experience, qualifications and pricing are all acceptable. There does remain some concern regarding the \$2.00 per minute fee after 8 minutes, even though Dunbar increased the time in and out from 6 to 8 minutes. Corrections associates will be made aware of the "need for speed" in order to keep costs down. Corrections recommends that Dunbar be awarded the Armored Car Services contract.



REQUEST FOR PROPOSAL 100-17 Evaluation Matrix

RFP NAME: Armored Car Services

DEPARTMENT NAME: Collections, Corrections, Municipal Court

No	Respondent	Responsiveness to Bid Requirements			Proposed Method of Performance		Experience and Qualifications		Pricing		Total Score
		5 Points	40 Points	25 Points	30 Points	30 Points	30 Points	30 Points	30 Points		
1	Dunbar	3	25	25	15						<del>68</del> 30
											0.0
											0.0
											0.0
											0.0

COMMENTS:

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.



REQUEST FOR PROPOSAL 100-17 Evaluation Matrix

RFP NAME: Armored Car Services

DEPARTMENT NAME: Collections Corrections, Municipal Court

No	Respondent	Responsiveness to Bid Requirements		Proposed Method of Performance		Experience and Qualifications		Pricing		Total Score
		5 Points	5 Points	40 Points	40 Points	25 Points	25 Points	30 Points	30 Points	
1	Dunbar	3	3	35	35	25	25	20	20	83.0
										0.0
										0.0
										0.0
										0.0

COMMENTS:

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.



REQUEST FOR PROPOSAL 100-17 Evaluation Matrix

RFP NAME: Armored Car Services

DEPARTMENT NAME: Collections, Corrections, Municipal Court

No	Respondent	Responsiveness to Bid Requirements			Proposed Method of Performance		Experience and Qualifications		Pricing		Total Score
		5 Points	40 Points	25 Points	30 Points	25 Points	30 Points	30 Points	30 Points		
1	Dunbar	3	35	25	25						88

COMMENTS:

- Corrections could easily be invoiced for "excess time" - \$2.00 per minute - as it is a long walk including elevator ride to the pit up point.

- Performance, Experience and Qualifications, and Pricing are all acceptable.

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.

*L.G. Scott*  
*2/22/18*

## 1.0 Introduction and History

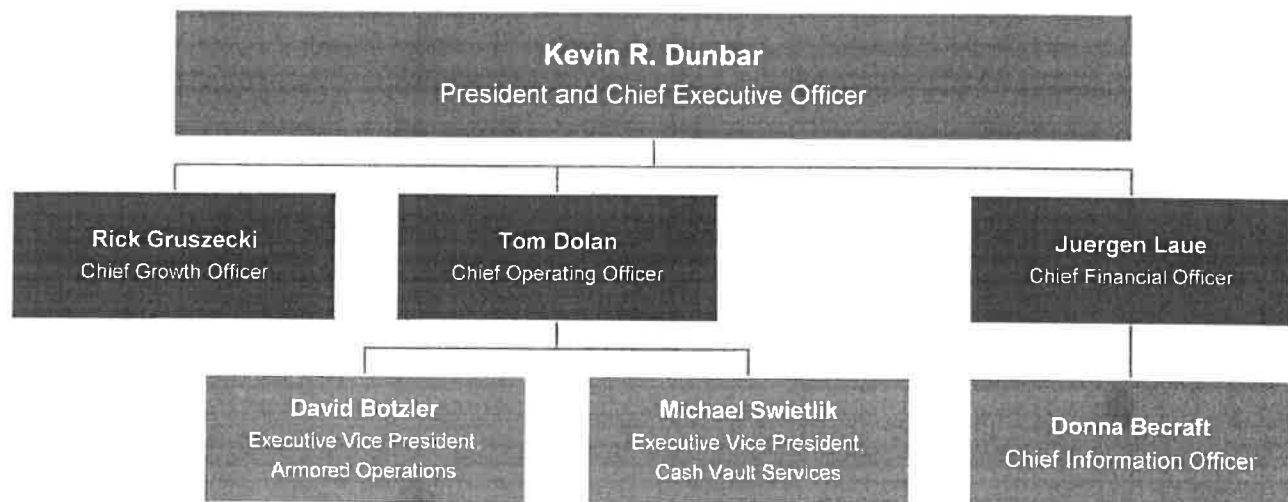
For nearly one hundred years, Dunbar has delivered high quality armored services by leveraging a combination of talented personnel, advanced technology and industry best practices. Dunbar Armored (“Dunbar”) continues this practice by providing the County with a comprehensive cash management solution.

Today’s ever-evolving security threat landscape requires organizations to be prepared for anything and Dunbar is uniquely positioned to meet that challenge. Equipped to respond to any security concern, Dunbar provides customers with complete protection including Armored Services, Cash Vault Services, Cash Manager Safes, Cybersecurity and Physical Security.

Our complete solutions are entirely customizable to fit each of our clients’ security needs. And while each solution is unique they all share one important quality: our full commitment to keeping our clients safe by providing the industry’s best risk management services.

Dunbar Armored is structured to provide the highest level of service, account management and inquiry responsiveness. We strive to continually improve, refine and enhance the quality of service that we provide to our customers. There are no plans for any change in management structure.

### Dunbar Armored Executive Committee March, 2018



## 1.1 Expertise

With nearly one hundred years of experience in the armored services and cash management business, Dunbar Armored continues to operate a financially sound American corporation that continues to meet the growing needs of our clients. Dunbar is dedicated to investments in technology to provide customers with full visibility and peace of mind. Our hand-held scanner technology, D-Trak®, allows us to utilize an integrated system that tracks a client’s deposits and provide this information directly to our customer via a web-based portal. Access to this daily information is unmatched in the industry.

Additionally, Dunbar's web-based reporting system, Valu-trak<sup>®</sup>, provides our clients with current information to help manage their businesses, reduce costs and provide a higher degree of service for their own banking customers.

Dunbar does not simply propose a client/vendor relationship, but offers a true partnership with ongoing evaluations from both perspectives. This approach promotes mutually beneficial relationships that stand the test of time. In fact, a significant portion of Dunbar's clients have been with us for many years – testimony that this approach works.

Likewise, as a closely held company with a flat reporting structure, objectives and interests are closely aligned to address and resolve our customers concerns quickly and to their full satisfaction.

Dunbar has a proven management team that will oversee the daily operations provided to the County. Most of our managers have been in the cash in transit/cash vault business in excess of twenty years. They understand customer requirements and are efficient in foreseeing problems and correcting performance issues. The County will not experience the continuous change in management so prevalent among our competitors.

## 1.2 The Dunbar Armored Vehicle and Identification

The Dunbar fleet is composed of over 1,500 units of varying models and types. Armored route trucks comprise nearly two-thirds of Dunbar's fleet. Our custom armored route truck bodies are mounted on 25,500 lbs. GVW Navistar chassis. Dunbar's route truck bodies have been constructed to meet or exceed the bullet resistance specifications as defined by The Underwriters Laboratories, Level III. With our continued capital investment in new equipment and strong fleet maintenance program through our onsite mechanics, our trucks are kept in excellent working order to meet our customers' needs.

Our distinct red, white, and black vehicles are easily identifiable by the public and the police departments. Dunbar Armored Cars are always manned by two (2) fully trained personnel. Over the years, we have made structural improvements to make it safer to accommodate new ways of moving larger volumes of cash and valuables.

## 2.0 The Dunbar Network

Dunbar has operated cash vault facilities for more than 30 years. Since establishing our first cash vault services operation in Springfield, Virginia in 1986, Dunbar Cash Vault Services (DCVS), has grown to 38 operations located across the country.

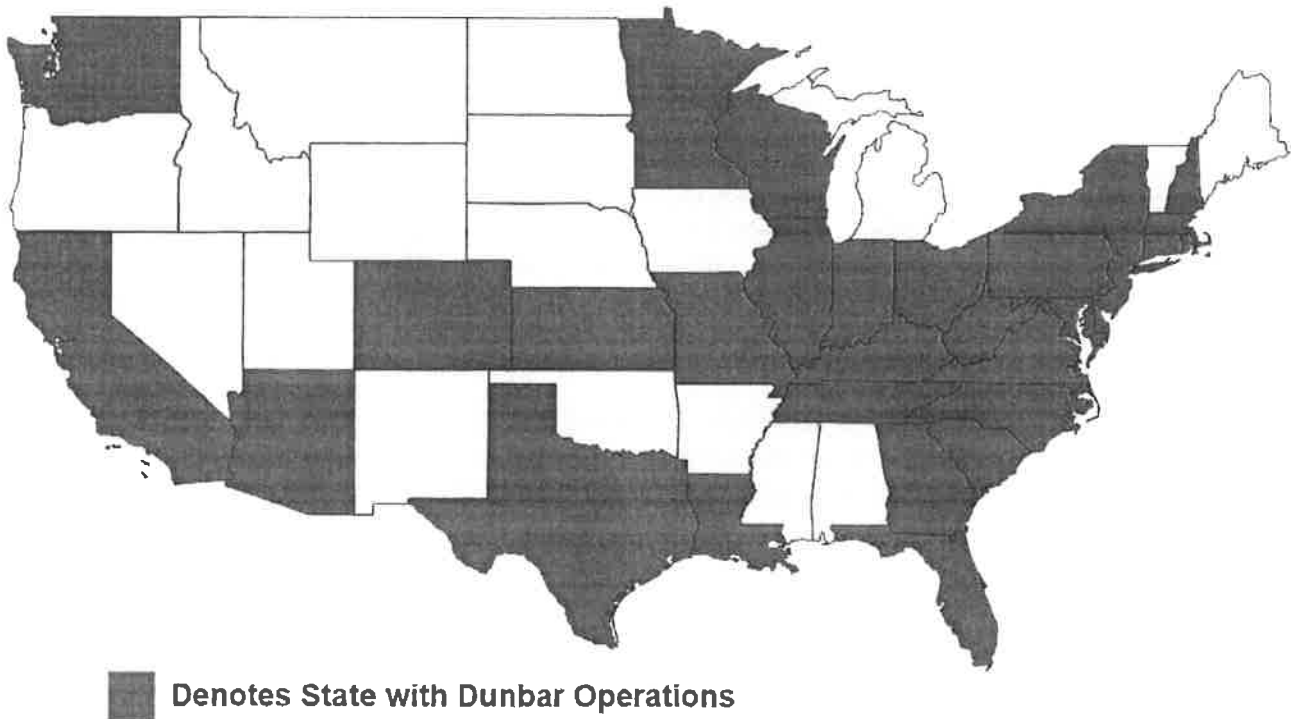
Most of our cash vaults, with the exception of Springfield, Virginia and White Marsh, Maryland, are located inside the same building as our armored transportation operations. This close proximity enables us to take full advantage of the considerable operating efficiencies that exist to benefit our company and our customers.

DCVS verifies and consolidates deposits for multiple location clients, distributes coin and currency shipments to and from the Federal Reserve Bank for financial institutions, provides change order delivery for commercial accounts, services ATM facilities, processes food stamps, and offers a variety of other services utilizing fully automated cash counting and verification equipment.

## 2.1 Dunbar's Armored Services Coverage

Dunbar Armored delivers industry leading security and cash management services to our customers throughout the United States. True to our heritage, we continue to grow, so that we're ready to support our customers today, tomorrow, and for whatever comes next.

The Dunbar Companies employ more than 5,000 people in more than 80 locations and 40 states. Dunbar operates a fleet of 1,500 trucks, which are now servicing 1,000,000 stops per month. Dunbar has a customer base that exceeds 10,000 customers.



## 3.0 Safeguarding Cash Shipments

As Dunbar continues to grow and adapt within the industry, security remains our main focus in all aspects of the business. Our custom security solutions have prevented loss and led to the success of our staff and clientele for nearly 100 years. We provide our customers with the peace of mind knowing their valuables are protected and delivered with efficiency.

Dunbar operates three departments that focus on security:

- **Security**
- **Compliance & Training**
- **Firearms Security**



The **Security Department** consists of a National Director of Security and seven regional Security Directors. Dunbar's Security Directors are responsible for thoroughly investigating all loss incidents and robberies, as well as any reports of suspicious activity. This position is staffed by personnel who possess many years of law enforcement and investigative experience.

The **Compliance & Training Department** oversees a program unique to Dunbar. Our Compliance and Training Officers audit our facilities to ensure compliance with operational policies and procedures and survey routes for safety and security. The officers also work with external parties, such as insurers from London, who audit our facilities and procedures annually. This process increases credibility, minimizes losses and allows Dunbar to pass these benefits onto our customers.

The **Firearms Security Department** is led by Dunbar's National Firearms Instructors. The Firearms Instructors are trained in the NRA's Law Enforcement Firearms Instructors School and the program is certified by the NRA. Dunbar meets or exceeds state firearms training laws in each jurisdiction in which we operate.

### 3.1 Technology

Our business opportunities continue to trend upward as we are reaching historic benchmarks in terms of personalized service and technology. When it comes to security, we understand the importance of technology and the impact it has on your business. Dunbar continues to invest in the latest resources to increase security and maximize loss prevention.

**Dunbar Valu-Trak<sup>®</sup>** provides your business with a web-based portal for consolidated cash management data from multiple locations. Our proprietary system adds audit and loss prevention controls to better manage the daily cash logistics of your organization. Dunbar Valu-Trak allows access to all of your information through:

- **Dunbar D-Trak<sup>®</sup>** - Barcode scanning technology providing activity tracking for all deposits and change orders
- **Dunbar Veri-Trak<sup>®</sup>** - Cash vault reports detailing all deposit processing activity
- **Dunbar Cash-Aware<sup>®</sup>** - Wireless transactional reporting of all Cash Manager Safe activity
- **Web Ordering** - 24/7 order placement and activity details
- **Online Invoicing** - Access to invoices anytime, anywhere, with an option to receive monthly email reports

### 4.0 Full Service Organization

Dunbar is a full-service security organization with two operating divisions - Cash Management and Security Solutions. Initially founded as an armored car company, we have since evolved to offer a comprehensive portfolio of products and services for every aspect of our customers' needs. Whether our clients require physical or digital protection for their assets, our team leverages an extensive knowledge and industry experience to deliver tailored solutions based on individual requirements.

#### 4.1 Cash Management

**Armored Services** – Dunbar Armored trucks transport cash, coin and other valuables to and from our clients' businesses. This armored cash in-transit service is the core of our business, serving major retailers, financial institutions and government agencies nationwide. Our trucks keep commerce moving by securely transporting cargo and streamlining the cash management process, providing our customers peace of mind knowing their employees and deposits are protected.

**Cash Vault Services** – Our secure cash vaults are equipped with state-of-the-art technology to facilitate all processing requirements. The vaults verify and consolidate deposits for multiple locations, help streamline shipments to and from the bank, increase efficiencies and reduce risk of loss and theft.

**Cash Manager Safes** – The Dunbar Cash Manager Safe is an industry leading total cash management solution that incorporates advanced cash accepting smart safe technology with services to mitigate risk and reduce overall costs and labor. They provide independent real-time wireless communication, armored car service, change order services, verification and guarantee of deposited funds, live web reporting, and a comprehensive service and warranty program to ensure reliability.

**EZChange®** – EZChange is available alongside our Armored Services to further improve your cash management operations. EZChange delivers the change you need directly to your door, eliminating reconciliations as well as the labor costs and risks associated with frequent trips to the bank.

**ATM Service** – Dunbar handles everything from cash order preparation, to timely replenishment, to settlement of your terminal. We'll manage deposit verification and residual cash, and even deliver your perishables (receipt paper, etc.) before you run short. ATM Services also grant access to detailed reports and expert conversion teams.

**Security Products** – Dunbar Security Products is the designer and distributor of the world's finest adhesive and tamper-evident security containers. This division also provides customers with a wide-range of security-related products for counterfeit detection, money counting and back-office safes.

#### 4.2 Security Solutions

**Cybersecurity** – Dunbar Cybersecurity delivers customized solutions that allow our customers to maintain their business operations while protecting sensitive information. We assess and monitor all things digital by means of continuous threat monitoring, mobility and remote access, data protection and encryption, online application security, cyber risk management, managed security, security consulting and business continuity. Analysis takes place 24/7 in our state-of-the-art Security Operations Center (SOC), a secure facility featuring video surveillance, biometric access control, redundant fiber-optic Internet connectivity, and battery and diesel redundant power.

**Security Systems** – Dunbar Security Systems are integrated and customized systems that fit a wide range of industries to keep businesses, employees, and customers safe. Among the solutions offered are access control, fire and life safety, intrusion detection, monitoring services and video surveillance.

**Protective Services** – Dunbar security personnel, whether armed or unarmed, deliver protection to commercial, industrial and government organizations that is unmatched in the industry for quality and consistency. Protective Services offers the most advanced guard activity tracking, incident reporting, and integration with security systems.

## 5.0 Customer Service

Approaching 100 years of service that exceeds expectations, Dunbar provides a high level of customer service that is unique within the armored car industry. Our in-depth knowledge and experience, along with a complete continuum of cash management and security solutions, provide our customers with the tools they need for their expanding business requirements.

Dunbar's Operations and Sales staff is specifically structured to identify and resolve obstacles that affect productivity and quality assurance. We continue to expand our capabilities to offer a more efficient and personalized service for our customers.

Dunbar's **Client Help Desk** is located at our Headquarters in Hunt Valley, MD and staffed by our dedicated Customer Service Representatives. The Help Desk is in place to respond to customer inquiries in a timely fashion. Our customers can rely on a designated contact to assist with any questions or issues that may arise during the course of their service. This benefit has proven to be effective in personalizing the customer experience and improving the issue resolution process.

Dunbar's **Account Maintenance Program** provides our Account Executives with the resources needed to provide superior and personalized customer service. Our Account Executives are in contact with each account to understand their needs and offer the appropriate solutions. This enables Dunbar to ensure customer contentment and preserve our company's reputation in the marketplace.

## 6.0 Growth Capacity

As we continue to grow our business, we have put a system in place to develop new opportunities while supporting our existing customer base. We are investing in the best trucks, equipment and training for our personnel. We are constantly implementing new technologies to better serve our customers and internal employees to improve communication, streamline processes and maximize performance. These benefits will continue to win new business for Dunbar and allow our organization to gain a competitive advantage in the industry.

Dunbar's latest innovations and cutting edge technologies ensure our customers receive the best possible service. Dunbar takes pride in the security solutions we offer, and we look forward to discussing these approaches with **the County**.

## 7.0 Invoicing

Dunbar offers an array of electronic invoice formats via the web. Customers can download full invoice detail of services and location charges in a variety of formats such as CSV, PDF, and XML. This provides the customer with the flexibility of downloading into an Excel spreadsheet or importing into their accounting system for reporting and payment.

The benefits of web invoicing include:

- Accelerated access to invoices
- Access to account and payment history

- Expedited invoice reconciliation
- Eliminated paper invoices
- Convenient file download formats
- Email notifications when new invoices are available

Dunbar's invoice payment is net 30 days. Discounts are not offered.

## 8.0 Business Continuity

Dunbar is structured to maximize business continuity in disruptive or catastrophic situations. Our satellite terminals provide our customers with assurance that alternate sites, referred to as "hot sites" are immediately available when needed. Most other carriers provide only a single mega terminal to service a specific region. If their terminal becomes inoperable, they will have difficulty in quickly establishing alternate sites.

Dunbar's facilities all utilize the same systems and processes. In the event of an emergency, customer accounts and information are loaded into the replacement site using our existing network of shuttles. Back-up computer data is placed in this adjoining site, enabling two sources of customer databases.

Our facilities also have sufficient capacity to absorb an additional workload. This can be accomplished by extending our hours of operation and transferring personnel from the down terminal. Our regionalized business continuity plan is duplicated throughout the Dunbar footprint but customized for individual terminals within the region.

Dunbar's philosophy of operating multiple branches rather than a large single facility provides back-up capabilities that other carriers cannot duplicate. Our local branch management team understands our customers' needs and facilitates the issue resolution process.

## 9.0 Insurance Coverage

Dunbar provides an "All Risk" coverage known as transit and storage insurance for armored car services. There are no exceptions, warranties or conditions, except the standard war and nuclear exclusion. "All Risk" insurance covers currency, checks and other valuables against risk of physical loss or damage to the insured property up to your stated liability limits. Checks are subject to reconstruction.

The current policy limit is \$600,000,000.00 per occurrence (through Lloyds of London) and provides aggregate maximum loss coverage for employee fidelity coverage as extra assurance of performance. This insurance is included in our transit and storage policy. A certificate will be issued should we be awarded a contract, displaying liability limits consistent with your specifications.

### 9.1 General Insurance Coverage

Dunbar carries public liability insurance for property damage and bodily injury in the amount of \$1,000,000/person and \$1,000,000/accident. This coverage is in place to protect our servants and agents performing work or furnishing services covered by this contract from all claims for personal injury, including loss of life, as well as from all claims for property damage which may arise from operations under this contract, whether caused by us or by anyone directly or indirectly employed by or acting for us. In addition, we have an umbrella policy covering excess liability up to \$50,000,000. A certificate of this coverage will be furnished upon contract award.

## 9.2 Automobile Liability

Our automobile liability policy provides bodily injury and property damage combined single limits in the amount of \$2,000,000/accident.

## 9.3 Workers' Compensation

Our Worker's Compensation coverage will be provided with statutory minimum limits and is designed for your protection. Dunbar does not believe in a 'least amount' approach as we have structured the "All Risk" coverage amounts to provide adequate protection based upon the potential volume of activity.

## 10.0 Environmental Sustainability

Dunbar Armored has never violated any safety and/or environmental regulations. There are no hazardous materials contained in the products we provide.

We are currently investigating the possibilities of using biofuel in our vehicles. Biofuel can be broadly defined as fuel derived from recently dead biological matter, as opposed to fossil fuels which are derived from long dead material. Unlike fossil fuels which return carbon into the air, biofuels offer the possibility of producing energy without a net increase of carbon into the atmosphere. Therefore, biofuels are less likely to increase atmospheric concentrations of greenhouse gases.

Due to the secure nature of our business, the products and services offered by Dunbar Armored are not typically suitable for recycling purposes. We do not offer a take-back program for products at the end of their "life cycle" nor do we maintain a Hazardous Materials Management and Disposal Program. We also do not have a written policy pertaining to the protection of the environment. However, Dunbar does recycle all used oil, anti-freeze, parts cleaning solvent, etc. This is done through a national account with Safety-Kleen. Additionally, all hard parts such as batteries, alternators and other similar devices are recycled through an international dealer network.

Dunbar does have a policy in place to achieve optimum consumption of energy and water supplies in an energy-efficient manner. This is shown through Dunbar's preventative maintenance program, designed to keep our vehicles operating at peak efficiency. Dunbar also utilizes environmentally effective methods to reduce the consumption of goods, materials and waste production. For example, in an effort to reduce waste going into the dumpster, we do not use items such as Oil-Dri on our shop floors to clean up oil. Instead we use mops and buckets with water recycled by Safety-Kleen. Additionally, waste paper from our administrative functions is recycled through a paper shredding/recycling contract.

Dunbar ensures that the option to recycle materials is available for use and communicated clearly to our staff. Recycling receptacles are provided at every Dunbar location to accumulate discarded paper and aluminum cans.

## 11.0 Competitive Advantage

Dunbar's commitment to customer service and investment in state-of-the-art technology helps differentiate us from the competition. From process improvements that increase security to enhanced training methods that improve productivity, Dunbar is committed to maximizing our potential in the industry.

Security is always our main focus, but quality, courteous and responsive customer service keeps us growing in this business. Our employees look for ways to solve customer problems before they become larger issues.

Value is the bottom line for our customers when it comes to delivering security services. Therefore, Dunbar must constantly adapt to deliver a tailored, reliable, and efficient service that our expanding customer base can expect.

From our trucks to our guards, Dunbar Armored is built to provide a premium service that satisfies our customers in the most productive manner possible.

## 12.0 Conclusion

Dunbar Armored is looking forward to future business opportunities with the County. Our team approach, vast experience, adaptive systems, and reasonable price, make Dunbar the "best value" selection in the industry.

Guarding a customer's valuables is a serious business. A closer look at the Dunbar "advantage" will help you to realize why Dunbar is truly the "Most Trusted Name in Security."



ORIGINAL



ARMORED SERVICES

**Dunbar Personnel**

Your service will be performed by an armored vehicle staffed by a minimum of two fully trained and armed personnel. Dunbar's armored truck must be parked as close to the customer's entrance as possible. Our driver will not move the truck once the guard is inside the customer stop. The armored truck driver will observe the guard during the performance of his duties.

If he observes any situation that causes concern for the safety of the guard, he will notify the guard immediately and contact the branch. The branch will contact local law enforcement, if necessary. If either the driver or the guard notices any suspicious activity at your location, they will avoid the situation if possible.

Service pickups are performed according to the format agreed to between Dunbar Armored and our customer. Our driver/guards will not deviate from this procedure. Route personnel will sign properly completed receipts. Dunbar personnel will verify that the number of bags picked up at a location matches the number of bags identified on the receipt. Our guard will never accept someone else's count on the total number of pieces accepted for pick-up. The guard will ensure bag integrity, checking for holes, tears, etc.

Once the guard returns to the armored truck, the driver will physically account for all pieces brought on board by the guard. He will initial the route manifest, indicating the correct number of pieces.

**Driver Background and Drug Check**

Dunbar Armored performs background checks on all personnel. Prospective Dunbar employees are carefully screened prior to hiring. Background checks are performed by Proforma Screening Solutions. For example, we research 10 years of prior employment for background check purposes.

Additionally, all applicants are required to undergo a medical examination, polygraph testing (where permitted by law), US Department of Transportation drug testing and background checks. The following tests/checks are performed:

- Application process
- Driving record checks
- Criminal history
- Background investigation
- I-9 documentation
- Physical Exam
- Pre-employment drug testing
- Random drug testing
- Behavioral/Psychological testing

Throughout an employee's tenure with Dunbar, they are subject to random drug testing, review of driving record, and testing as required by local and state agencies with regard to gun permits.

Screening Procedures	Yes	No	Circumstances which will disqualify candidates, relevant to each question
Do all personnel go through a personal interview?	X		Unsatisfactory responses to questions asked. inability to communicate effectively in English, etc.
Do all personnel go through a criminal background check?	X		Any prior criminal convictions
Are drug tests required of all applicants?	X		Presence of controlled substance



## **Proforma Screening Solutions**

### **SOCIAL SECURITY NUMBER REPORT**

A database search is conducted with one of the major credit bureaus. Reported information may include name or names associated with the social security number, current address, employers, and previous addresses.

### **FELONY AND MISDEMEANOR RECORDS**

A search of court records is conducted at the county level. Jurisdictions searched are determined by the employment application and the social security number report. Reported information includes court, case number, date filed, charges, date of adjudication, and disposition.

### **FEDERAL CRIMINAL RECORDS**

A search of court records is conducted in federal judicial districts. Jurisdictions searched include those associated with the subject's current and previous residences. Reported information includes court, case number, date filed, charges, conviction date, and disposition.

### **CRIMNET**

This database search of over 150 million records from across United States (and abroad) is performed, supplementing the other records checks already performed. The CrimNet database includes records from all 50 states, including Departments of Corrections, state court administrations, state law enforcement agencies, traffic courts, state and county criminal record repositories, prison, parole, and release files, sex offender registries, as well as various Federal databases. These Federal databases include, but are not limited to, the FDIC enforcement decisions and orders, the Federal Reserve Board enforcement actions, the FinCEN enforcement actions, the FINRA disciplinary actions, the Federal Law Enforcement fugitive list, the ICE Most Wanted list, the Terrorism Watch List, the NCUA administrative orders, the NCIS Most Wanted Fugitives, the SEC enforcement actions, and the US Department of Treasury primary money laundering concern list. Also, the New Jersey and Nevada casino exclusion lists are searched. The international databases searched include, but are not limited to, the financial sanctions and enforcement actions in Hong Kong, the EU, and elsewhere.

### **EMPLOYMENT VERIFICATION (FOR SELECT APPLICANTS)**

Former employment is investigated to include dates of employment and position held, and may include wages earned, attendance records, eligibility for rehire, and reason for leaving/termination.

### **EDUCATION VERIFICATION (FOR SELECT APPLICANTS)**

Provided educational institutions are contacted to determine the highest degree or certificate earned, with other degrees verified upon request. Confirmation of dates of attendance, class ranking, and GPA is attempted in all cases. Transcripts are also obtained upon request.

### **CREDIT HISTORY (FOR SELECT APPLICANTS)**

A summary is provided of the subject's credit history as reported by any one of the major credit bureaus. All tax liens, judgments, and civil suits will be reported if noted on the credit report.

### **BANKRUPTCIES, TAX LIENS, AND JUDGMENTS**

A database search is conducted in the appropriate jurisdiction to report if any bankruptcies, tax liens, or judgments are on file for the subject. Reported information includes date filed, case number, type, assets, and liabilities.

## **Identifying the Armored Personnel**

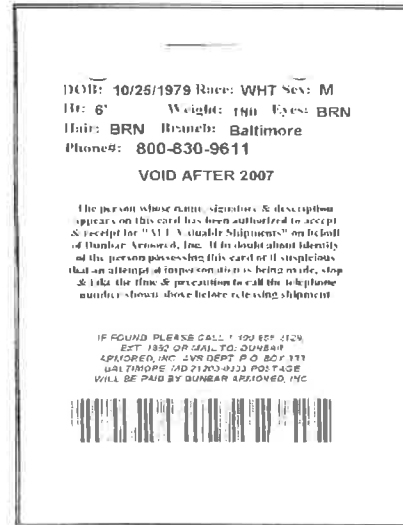
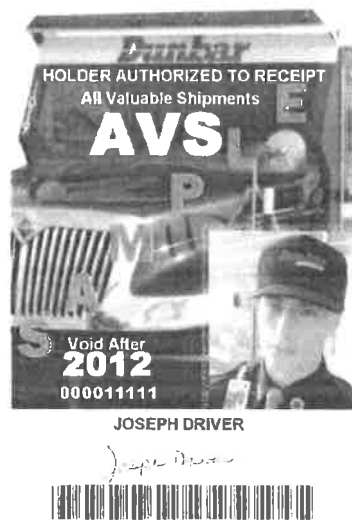
Dunbar employees are required to wear an "All Valuables Shipment" (AVS) badge at all times while they are working. This is a system which has been recognized as an innovative advancement in the security industry. The AVS cards used throughout the network of Dunbar locations are all issued from one central location.

There are only three employees authorized to manufacture these identification cards. The AVS card is laminated in heavy plastic and is made from special paper stock similar to that used for credit cards complete with



holographic images to provide further protection. The card is a scanned computer image of the employee and worn around the neck on a chain or clipped to the uniform shirt in plain view for inspection.

The AVS card is stored in our vault when the employee is not at work. The cards are then issued to the employees when they report to work, and are returned to the vault at the end of their shift. No Dunbar Armored employee is permitted to make a pick-up or delivery without his/her AVS card. Our customers are assured when they observe this AVS badge their pickups are being performed by an authorized Dunbar employee. The AVS System is superior to the inefficient "signature list" method which has proven to be fallible.



Dunbar personnel will wear black uniforms that bear the logo and insignias of Dunbar Armored. Our crew chiefs on the trucks wear white shirts & black pants. With the exception of the State of Arizona, Dunbar Armored guards & crew chiefs wear gray.

#### Dunbar driver/guard training qualifications

- Classroom instruction, exceeding 21 hours.
- Videos on paperwork, firearms and security
- A computer based training covering defensive driving, injury prevention/safe work practices
- Manuals on Dunbar rules and regulations and defensive driving are reviewed
- Supervised hands-on instruction is provided during the orientation period, multiple reviews are held during the employee's probationary period, and annually thereafter.
- Morning "Guard Room Reviews" of topical subjects are held daily/monthly.

#### Subjects covered include

##### Firearms

- Classroom and range training to meet state regulations
- Annual range re-certification or as required by state regulations

##### Defensive Driving

- A computer-based course with test modules is used for orientation and retraining.
- Handouts and Operations Handbook
- Supervised road tests and annual reviews by Crew Chiefs.

**Security**

- Classroom as regulated by some states.
- Videos and hands-on training.

**Safety**

- A computer based safe work practices course with testing.
- Videos.

**Customer Service**

- Supervised interaction with customers.
- Annual reviews by Crew Chiefs.

Dunbar Armored is committed to providing our customers with a consistent pickup and delivery staff, augmented by experienced back-up personnel who are familiar with our route structures and the requirements of our customer base. We provide our employees with all the materials and training necessary to perform their duties in a safe, knowledgeable and secure manner.

The training we provide meets or exceeds industry standards, and complies with all government regulations. The readiness of our employees, their knowledge, skill, instinct and training, coupled with the finest armored vehicles and equipment in the industry enables Dunbar Armored to delivery security to our customers.

In order for Dunbar Armored to grow, we must continually develop our corporate and field "bench strength". Whether you measure growth in terms of revenue, profitability, assets, geographic footprint or the expansion of Dunbar's product lines, we depend on talented, competent, honest and trained people to get the job done. Our trucks, facilities, equipment and software are worthless without good people who are ready, willing and able to do the work that we need to do. Nothing will substitute for an energetic, motivated workforce made up of professional, properly trained workers who carefully follow established procedures.

"Human Resource Optimization" - investing in the hiring, retention, training and career development of Dunbar employees - is one of Dunbar's primary business objectives. We are committed to the training and career development of our employees. At Dunbar Armored we provide opportunities where individuals can progress in terms of responsibility and enhance their skills as members of a coordinated team.

**Additional Firearms:**

Dunbar Armored has in place a comprehensive firearms training program that all new armed employees must successfully complete. This training program was developed in-house and then was sent to the Law Enforcement Activities Division (LEAD) of the National Rifle Association for independent review. The Dunbar Firearms Training Program consists of instruction in the following areas:

- Safety Rules
- Lead Contamination
- Nomenclature
- Firearms Safety
- Judicious Use of Force
- Criminal & Civil Liability
- Firearms Training
- Tactical Shooting Techniques
- Care & Cleaning of Firearms

Employees are then required to successfully complete a written examination and a live-fire range qualification.

In addition to the Dunbar Firearms Training Program, all armed employees are required to undergo any additional state mandated training.



All Dunbar Armored armed employees are then properly licensed to be armed as determined by the jurisdictional authority for their respective branch location.

Finally, all Dunbar Armored armed employees are required to take in-service firearms training including range qualification annually, unless their jurisdiction requires it to be conducted more frequently.

#### **Dunbar Armored Check-in Process**

- Dunbar picks up the deposits at the customer location; each bag that is picked up is electronically scanned using our handheld tracking device. The customer location address and the associated depository are stored in our handheld system, so that the bag immediately has a destination associated with it.
- The bags are taken back to our armored vault, where they are checked in and electronically scanned into separate tubs by depository. Once all of the pieces have been checked in, a manifest is created for each depository location; the manifest is a complete listing of all of the pieces that are being delivered to the depository.
- Once the bags arrive at the depository location, they are manually checked in to ensure that each item was received.



ORIGINAL



ARMORED  
SERVICES

**Forcht Bank – Armored Car Services**

Director of Training & Development  
2721 Old Rose Bud Rd. Ste. 150, 40509  
Contact: Heidie Ridner  
606-451-4521  
[heridner@forchtbank.com](mailto:heridner@forchtbank.com)

**The Ohio State University – Armored Car Services**

South Campus Gateway  
1590 N. High St. Suite #400  
Columbus, OH 43201  
614-688-4118  
Contact: Amy McMahon – Treasury Associate  
[mcmahon.100@osu.edu](mailto:mcmahon.100@osu.edu)


**City of San Leandro – Armored Car Services**

Finance Department  
835 E. 14th Street  
San Leandro, CA 94577  
Contact: Mary Ann Perini  
P: 510-577-3200

**11.0 QUOTATION**

Note: Dunbar will implement a 4.7% rate increase per fiscal year

NO.	LOCATION	MONTHLY PRICE
1.0	Department of Corrections 1300 Cherry Kansas City, MO 64106 First Floor Administration	\$ 494.77
2.0	Department of Collections 415 E 12 <sup>th</sup> Street, #100 Kansas City, MO 64106	\$ 494.77
3.0	Department of Collections, Independence 112 W. Lexington, #114 Independence, MO 64050	\$ 494.77
4.0	Jackson County Municipal Court 308 W Kansas Ave Independence, MO 64050	\$ 494.77

SIGNATURE: 	DATE: 2/2/18
NAME (PRINT): Kevin Cleary	PHONE: 410-398-3537
TITLE (PRINT): VP, Bid Administration	CELL: -
COMPANY NAME (PRINT) Dunbar Armored, Inc.	FAX: -
E-MAIL ADDRESS (PRINT) joel.lawhon@dunbararmored.com	
E-MAIL ADDRESS FOR PO'S (PRINT) -	
URL (PRINT): -	

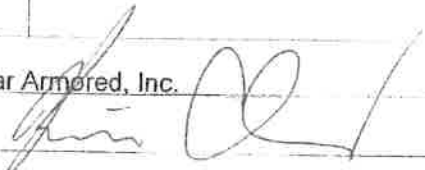
- \* Dunbar will charge for the following:
  - Holiday Service: \$75.00 per trip
  - Excess Time: \$2.00 per minute over 6 minutes on premises
  - Excess Liability: \$0.31 per thousand over liability limit of \$40,000
  - Excess Items: \$1.95 per item over 5 item limit

**EXHIBIT F**  
**RESPONDENT'S EXCEPTIONS**  
**TO**  
**SCOPE OF SERVICES**  
**OF**  
**JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 100-17**

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Request for Proposal. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Scope of Services for Request for Proposal No. 100-17 are requested by the undersigned Respondent:  
 (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
MBE, page 4	Due to the secure nature of our business subcontracting opportunities for the referenced RFP have not been identified. Dunbar is requesting a waiver of DBE goals. All work will be performed by currently existing Dunbar staff.
General Conditions, page 7	Dunbar requests the deletion of "\$100,000 limit each occurrence for Damage to Rented Premises
3.0 page 11	Dunbar takes exception to the presented time windows. We will strive to meet the windows only on a best efforts basis.
3.0 page 11	Due to the nature of our business, armored car routes are subject to change for a variety of reasons, including but not limited to; traffic & weather conditions as well as road and security issues.
4.0, page 13	All pricing is based on the following assumptions: any prevailing wage requirements being waved, next-day deposit delivery only, and personnel can be armed at all times in the performance of their duties
4.0, page 13	Dunbar's price quote will remain valid for ninety (90) days after date of submission
9.0, page 15	Changes to the scope of work, depository, locations, liability amounts, etc. will result in a review of the contract and possible serviceability and/or pricing adjustments.
Exhibit A, page 15	Dunbar's liability in the event of loss or damage to checks shall be limited to all reasonable costs incurred by the customer in reconstructing & obtaining replacement checks
Exhibit A, page 15	Dunbar shall reimburse the customer for all labor expense, postage, telephone calls, stop payment fees & any other reasonable costs directly related to reconstruction & reobtaining replacement checks.
Exhibit A, page 15	Checks will only be covered for reconstruction and that we will only cover the face value of checks that cannot be reconstructed in the amount of \$5,000 per location.

Name of Firm: Dunbar Armored, Inc.  
 Signature of Respondent: 

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

**A RESOLUTION** authorizing the County Executive to execute the First Amendment to the Universal Floodwater Detention TIF Plan Cooperative Agreement with the City of Kansas City, Missouri, and the Tax Increment Financing (TIF) Commission of Kansas City, Missouri, related to the disbursement of surplus funds to the taxing jurisdictions within the County.

**RESOLUTION NO. 19814**, April 9, 2018

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, by Resolution 19651, dated November 13, 2017, the Legislature did authorize the execution a Cooperative Agreement with the Kansas City, Missouri TIF Commission related to the Fifth Amendment to the Universal Floodwater Detention TIF Plan, in connection with certain infrastructure improvements within the TIF district; and,

WHEREAS, a special allocation fund was created in connection with the redevelopment project and there is a balance of funds in excess of the costs associated with the plan; and,

WHEREAS, the TIF Commission has determined that this surplus shall be distributed to non-city taxing jurisdictions affected by the plan in accordance with Missouri state law; and,

WHEREAS, the TIF Commission recommends the execution of the attached First Amendment to the Cooperative Agreement among the City of Kansas City, Missouri, the Kansas City TIF Commission, and the County related to the disbursement of surplus

funds to the taxing jurisdictions within the County; and,

WHEREAS, the Tax Incentive Unit recommends the approval of the First Amendment to the Cooperative Agreement to allow the second disbursement of funds; and,

WHEREAS, the County's expected share of the second disbursement will be \$103,892.02, which will be credited to the General Fund; and,

WHEREAS, the attached First Amendment to the Universal Floodwater Detention TIF Plan Cooperative Agreement is a suitable mechanism by which to implement the mutual understanding of the parties; and

WHEREAS, the execution of this First Amendment 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 First Amendment to the Universal Floodwater Detention TIF Plan Cooperative Agreement with the City of Kansas City, Missouri, and the TIF Commission of Kansas City, Missouri; and,

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



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

APPROVED AS TO FORM

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19814 of April 9, 2018, was duly passed on \_\_\_\_\_, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

## COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 180214

Approving the First Amendment to the Cooperative Agreement among the City, the Tax Increment Financing Commission and the County of Jackson County, Missouri relating to the Fifth Amendment to the Universal Floodwater Tax Increment Financing Plan to accelerate the schedule for distribution of surplus to the affected taxing jurisdictions.

WHEREAS, on April 18, 1991, the City Council passed Committee Substitute for Ordinance No. 910047, as amended, approving the Universal Floodwater Detention Tax Increment Financing Plan (the "Plan") which authorized tax increment financing for redevelopment of an area bounded by Reynolds Avenue on the west, the south bank of the Missouri River on the north, Interstate 435 on the east and Front Street on the south (the "Redevelopment Area"); and

WHEREAS, the Plan has previously been amended four times by Ordinance Nos. 911507, 000777, 100476 and 130305; and

WHEREAS, the Fifth Amendment to the Plan (the "Fifth Amendment") was approved by the Council by passage of Committee Substitute for Ordinance No. 170773 on October 15, 2017; and

WHEREAS, among other things, the Fifth Amendment provides for the reimbursement of Redevelopment Project Costs related to the Public Improvements, which are estimated to be approximately \$6,900,000 (the "Fifth Amendment Costs"); and

WHEREAS, the Special Allocation Fund established in connection with the Plan (the "Special Allocation Fund") had, as of April 30, 2017, an existing balance of \$11,885,799 (the "SAF Balance"), which is comprised of payments in lieu of taxes ("PILOTS") and economic activity taxes ("EATS") generated and collected within the Redevelopment Project Areas; and

WHEREAS, the City, the Commission and the County of Jackson County, Missouri (the "County") entered into a Cooperative Agreement which provided for the contribution of the City's portion of existing funds deemed to be surplus, (approximately \$2,250,520), and an additional portion of its surplus funds generated thereafter, in an amount not in excess of \$1,361,704, to the County for distribution to each of the taxing districts affected by the Plan in a manner consistent with Section 99.820.1(12); and

WHEREAS, the amount of the SAF Balance in excess of the Fifth Amendment Costs as well as the City's portion of existing surplus funds, were deemed surplus and have been distributed by the Commission to the taxing jurisdictions, pursuant to the Cooperative Agreement; and

WHEREAS, subject to the collection and receipt of sufficient PILOTS and EATS, the additional portion of the City's surplus funds not in excess of \$1,361,704 are anticipated to be distributed to the taxing jurisdictions affected by the Plan in early 2018, following the first quarter's collections; and

WHEREAS, the City desires to distribute \$1,361,704 to the taxing jurisdictions immediately in order to allow the taxing jurisdictions to use their portions of the surplus for their immediate needs; and

WHEREAS, immediate distribution of \$1,361,704 requires an amendment to the Cooperative Agreement among the City, the Tax Increment Financing Commission and the County of Jackson County, Missouri; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 5. That the City Manager is authorized to enter into the First Amendment to the Cooperative Agreement with the Commission and County which is approved in such form as the City Manager shall determine to be appropriate for such purposes.

---

Approved as to form and legality:

---

Brian T. Rabineau  
Assistant City Attorney

---

**FIRST AMENDMENT TO THE  
UNIVERSAL FLOODWATER DETENTION TIF PLAN  
COOPERATIVE AGREEMENT**

THIS FIRST AMENDMENT (this “Amendment”), which shall be effective on April \_\_\_\_\_, 2018, amends that certain Cooperative Agreement among the TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI (the “Commission”), THE CITY OF KANSAS CITY, MISSOURI (the “City”) and THE COUNTY OF JACKSON COUNTY, MISSOURI (the “County”) dated November 16, 2017 (the “Original Agreement”) and which became effective on \_\_\_\_\_ (the “Effective Date”) (capitalized terms used herein without definition shall have the meanings ascribed thereto in the Original Agreement).

**RECITALS**

**A.** Pursuant to the Real Property Tax Increment Financing Allocation Act, Section 99.100 RSMo. 1988, et seq., as amended (“Act”), on April 18, 1991, the City Council of Kansas City, Missouri (the “Council”), by way of Ordinance No. 910047, approved the Universal Floodwater Detention Tax Increment Financing Plan and designated the area described therein as a redevelopment area (the “Redevelopment Area”);

**B.** The Universal Floodwater Detention Tax Increment Financing Plan was subsequently amended on December 19, 1991, by Ordinance No. 911507 (the “First Amendment”), on July 20, 2000, by Ordinance No. 000777 (the “Second Amendment”), on July 1, 2010, by Ordinance No. 100476 (the “Third Amendment”), on April 18, 2013, by Ordinance No. 130305 (the “Fourth Amendment”) and on October 5, 2017, by Committee Substitute for Ordinance No. 170773 (the “Fifth Amendment”) (collectively, the “Plan”);

**C.** The Fifth Amendment to the Plan contemplates (1) the construction of certain infrastructure improvements, including the following: improvements to Universal Avenue, between E. Front Street and Executive Drive, a bicycle and pedestrian trail between N. Chouteau Trafficway and Olive Street, the acquisition and demolition of a Ramada Inn and improvements to Front Street between N. Chouteau Trafficway and Universal Avenue (the “Fifth Amendment Public Improvements”) and (2) the reimbursement of costs related thereto, which are estimated to be approximately \$6,900,000 (the “Fifth Amendment Costs”); and

**D.** At the time the Fifth Amendment to the Plan was approved, the Special Allocation Fund(s) established in connection with each Redevelopment Project described by the Plan (the “Special Allocation Fund”) had, as of April 30, 2017, an existing balance of \$11,885,799 (the “SAF Balance”), which was comprised of payments in lieu of taxes (“PILOTS”) and economic activity taxes (“EATS”) generated and collected within the Redevelopment Area and the amount of SAF balance in excess of the Fifth Amendment Costs, was approximately \$4,985,799 (the “Existing Surplus Funds”), which was deemed surplus and was distributed to the taxing districts affected by the Plan in accordance with the Real Property Tax Increment Allocation Redevelopment Act (the “Act”); and

E. The Commission, the City and the County entered into the Original Agreement, which provides, inter alia, that (1) the Commission shall distribute the portion of the Existing Surplus Funds that would accrue to all the affecting tax districts, except the City (the "Non-City Existing Distributable Surplus Amount"), to Jackson County for distribution to the affecting Taxing Districts (the "Non-City Affected Taxing Districts" ) and (2) the City shall distribute its portion of the Existing Surplus Funds (the "City's Existing Distributable Surplus Amount") to the County for distribution to the Non-City Affected Taxing Districts); and

F. The Original Agreement further provides that the City, upon deposit of additional payments in lieu of taxes and economic activity taxes into the Special Allocation Fund that are in excess of the Existing Surplus Funds ("Additional Surplus Funds"), if and when the City's portion of such Additional Surplus Funds equals \$1,361,704 (the "City's Distributable Share of Future Surplus Funds"), the City shall direct the Commission (i) to pay \$45,345 of the City's Distributable Share of Future Surplus Funds to the County, (ii) to pay \$6,809 of the City's Distributable Share of Future Surplus Funds to the County for distribution to the Zoological Taxing District and (iii) to pay \$1,309,551 of the City's Distributable Share of Future Surplus Funds to the County for distribution to Non-City Taxing Districts in the same proportion as the most recent distribution by the County's Collector to such Non-City Affected Taxing Districts of real property taxes for real property located in the Redevelopment Area described by the Plan; and

G. The City, pursuant to Ordinance No. \_\_\_\_\_ approved the Sixth Amendment to the Plan (the "Sixth Amendment"), which, inter alia, reduces the amount of Redevelopment Project Costs related to the Fifth Amendment Improvements by approximately \$291,508, so that the reimbursement of Redevelopment Project Costs related to the Fifth Amendment Improvements shall be \$6,608,492); and

H. The Commission, the City and the County desire to amend to the Original Agreement (1) to acknowledge that the Fifth Amendment Costs shall be reduced by \$291,508, (2) to provide that an additional \$291,508 as Additional Surplus shall be distributed to the Non-City Affected Taxing Districts in accordance with Section 99.820(12) RSMo., (3) to provide that the City's Distributable Share of Future Surplus Funds shall be reduced by \$291,508 and (4) to provide for an acknowledgement and agreement that upon deposit of Additional Surplus in the Special Allocation Fund, if and when certain of the Non-City Taxing Districts' portion of such Additional Surplus Funds equals \$291,508 (the "Non-City Distributable Share of Future Surplus Funds"), certain of the Non-City Taxing Districts hereby direct the Commission to pay the Non-City's Distributable Share of Future Surplus Funds to the County for distribution to the City.

## A G R E E M E N T

In consideration of the mutual promises, covenants and conditions set forth in this Amendment, the parties hereto mutually agree as follows:

1. **Amendment No. 1.** Section 3.01 of the Original Agreement is hereby amended by deleting Section 3.01 in its entirety and replacing it with the following:

### **3.01 City and Non-City Affected Taxing Districts Written Direction Regarding Additional Surplus Funds**

(a) Subject approval of the Sixth Amendment to the Plan and the execution of this Agreement, including the written acknowledgement and agreement of the Non-City Affected Taxing Districts, the City agrees that upon deposit of additional payments in lieu of taxes and economic activity taxes into the Special Allocation Fund that are in excess of the Existing Surplus Funds, which shall include \$291,508 resulting from the reduction of the Fifth Amendment Costs (“**Additional Surplus Funds**”), if and when the City’s portion of such Additional Surplus Funds equals \$1,070,196 (the “**City’s Distributable Share of Future Surplus Funds**”), the City hereby directs the Commission (i) to pay \$45,345 of the City’s Distributable Share of Future Surplus Funds to the County, (ii) to pay \$6,809 of the City’s Distributable Share of Future Surplus Funds to the County for distribution to the Zoological Taxing District and (iii) to pay \$1,018,043 of the City’s Distributable Share of Future Surplus Funds to the County for distribution to Non-City Taxing Districts in the same proportion as the most recent distribution by the County’s Collector to such Non-City Affected Taxing Districts of real property taxes for real property located in the Redevelopment Area described by the Plan.

(b) Subject approval of the Sixth Amendment to the Plan and the execution of this Agreement, including the written acknowledgement and agreement of certain of the Non-City Affected Taxing Districts, the City agrees that upon deposit of additional payments in lieu of taxes into the Special Allocation Fund that are in excess of the Existing Surplus Funds (“**Additional Surplus Funds**”), if and when the Non-City Affected Tax Districts portion of such Additional Surplus Funds equals \$291,508 (excluding the that portion of economic activity taxes attributable to the Zoological Taxing District and the County) (the “**Non-City’s Distributable PILOT Share of Future Surplus Funds** ”), certain of the Non-City Affected Taxing Districts, which are acknowledged and agreed to the terms hereof, hereby direct the Commission to pay the Non-City’s Distributable PILOT Share of Future Surplus Funds to the County for distribution to City, which shall be used to complete the Fifth Amendment Improvements.

(c) The City agrees that upon the payment of the City’s Distributable Share of Future Surplus Funds, the payment of the Non-City’s Distributable PILOT Share of Future Surplus Funds and the reimbursement of the Fifth Amendment Costs, which have been certified, together with any additional administrative costs necessary to provide for the termination of the Plan and each Redevelopment Project described therein, to introduce an Ordinance to dissolve the Special Allocation Fund and to terminate the designation of each Redevelopment Project Area described by the Plan.

2. **Amendment No. 2.** Section 4.01 of the Original Agreement is hereby amended by deleting Section 4.01 in its entirety and replacing it with the following:

#### **4.01 Distribution of Surplus Funds.**

(a) Within thirty (30) days of the County's receipt of the Non-City Existing Distributable Surplus Amount, the County shall distribute \$2,735,278, together with any Additional Surplus Funds generated prior to the date of distribution, including \$291,508 resulting from the Sixth Amendment to the Plan, to the Non-City Affected Taxing Districts in the same proportion as the most recent distribution by the County's Collector to such Non-City Affected Taxing Districts of real property taxes for real property located in the Redevelopment Area, less all amounts unavailable for distribution due to protest or challenge. Notwithstanding the estimates set forth in **Section 2.01(a)**, the County shall have the sole discretion to determine the amount and proper distribution from the County to the Non-City Affected Taxing Districts of the Non-City Existing Distributable Surplus Amount or any portion thereof received by the County.

(b) Within thirty (30) days of the County's receipt of the City's Existing Distributable Surplus Amount, the County shall distribute \$2,250,520 to the Non-City Affected Taxing Districts in the same proportion as the most recent distribution by the County's Collector to such Non-City Affected Taxing Districts of real property taxes for real property located in the Redevelopment Area described by the Plan, less all amounts unavailable for distribution due to protest or challenge. The County shall have the sole discretion to determine the amount and proper distribution from the County to the Non-City Affected Taxing Districts of the City's Existing Distributable Surplus Amount or any portion thereof received by the County.

(c) Within thirty (30) days of the County's receipt of City's Distributable Share of Future Surplus Funds, the County (i) shall pay \$6,809 of the City's Distributable Share of Future Surplus Funds to the Zoological Taxing District and shall pay \$1,018,043 to Non-City Taxing Districts in the same proportion as the most recent distribution by the County's Collector to such Non-City Affected Taxing Districts of real property taxes for real property located in the Redevelopment Area described by the Plan.

(d) Within thirty (30) days of the County's receipt of Non-City's Distributable PILOT Share of Future Surplus Funds, the County shall the Non-City's Distributable PILOT Share of Future Surplus Funds to the City, which shall be used to complete the Fifth Amendment Improvements.

**3. Miscellaneous.** Except as amended hereby, the Original Agreement remains in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**SIGNATURE PAGE TO FIRST AMENDMENT TO THE  
UNIVERSAL FLOODWATER DETENTION TIF PLAN  
COOPERATIVE AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth in the first paragraph hereof.

**TAX INCREMENT FINANCING  
COMMISSION OF KANSAS CITY,  
MISSOURI**

ATTEST:

\_\_\_\_\_  
Heather A. Brown, Secretary

By: \_\_\_\_\_  
Cynthia M. Circo, Chair

Approved as to form:

\_\_\_\_\_  
Counsel to the Commission

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said State, personally appeared Cynthia M. Circo, Chairman of the Tax Increment Financing Commission of Kansas City, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said Commission and such person duly acknowledged to me that he executed the same for the purposes therein stated, and that the execution of the same was the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



**SIGNATURE PAGE TO FIRST AMENDMENT TO THE  
UNIVERSAL FLOODWATER DETENTION TIF PLAN  
COOPERATIVE AGREEMENT**

**CITY OF KANSAS CITY, MISSOURI**

ATTEST:

By: \_\_\_\_\_  
Troy Schulte, City Manager

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

Approved as to form and legality:

By: \_\_\_\_\_  
Brian T. Rabineau, Assistant City Attorney

---

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for the state and county aforesaid, appeared Troy Schulte, to me personally known, and who being by me duly sworn, did say that he is the City Manager of the City of Kansas City, Missouri, and, as such official, executed the within instrument on behalf of the City of Kansas City, Missouri, and such person duly acknowledged the execution of the same to be the act and deed of the City of Kansas City, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires:  
  
\_\_\_\_\_

**JACKSON COUNTY, MISSOURI**

ATTEST:

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

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

Approved as to form:

By: \_\_\_\_\_  
W. Stephen Nixon

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for the state and county aforesaid, appeared Frank White, Jr., to me personally known, and who being by me duly sworn, did say that he is the Executive of Jackson County, Missouri, and, as such official, executed the within instrument on behalf of Jackson County, Missouri, and such person duly acknowledged the execution of the same to be the act and deed of Jackson County, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires:

\_\_\_\_\_

## ACKNOWLEDGEMENT AND AGREEMENT

I Bruce A. Eddy, on behalf of the each of the following ad valorem taxing districts:

Jackson County Community Mental Health Fund
Metropolitan Community Colleges of Greater Kansas City
Jackson County Board of Services For the Developmentally Disabled
Missouri Pension Fund For the Blind
Kansas City Library District
M&M Replacement Tax

for whom I have been elected to represent in connection with the Universal Floodwater Detention Tax Increment Financing Plan and for whom I have been duly authorized to execute this Acknowledgement and Agreement to the First Amendment to the Universal Floodwater Detention TIF Plan Cooperative Agreement, I hereby, on behalf of such affected ad valorem taxing districts acknowledge and agree to the terms contained therein.

---

By: \_\_\_\_\_  
Bruce A. Eddy

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19814

Sponsor(s): Theresa Galvin

Date: April 9, 2018

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the County Executive to execute the First Amendment of the Universal Floodwater Detention TIF Plan Cooperative Agreement with the City of Kansas City, Missouri and the Tax Increment Financing Commission of Kansas City, Missouri, related to the acceptance of the second disbursement of Funds totaling \$1,361,704.00 to the appropriate taxing jurisdictions within the County. Of the second disbursement, Jackson County will receive \$103,892.02.</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>\$</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><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:	\$	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><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Resolution # 19651, 11/13/2017</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Brandon Keller, Tax Incentive Specialist, 816-881-6486</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>Resolution #19651 authorized the Cooperative Agreement with the Kansas City, Missouri TIF Commission related to the Fifth Amendment to the Universal Floodwater Detention TIF Plan related to certain infrastructure improvements within the TIF district. A Special Allocation Fund created in connection with the Redevelopment Project has a balance of funds in excess of the costs associated with the plan. The TIF Commission has determined that this surplus shall be distributed to the non-city taxing jurisdictions affected by the plan in accordance with Missouri state law. The TIF Commission recommends the execution of the attached Cooperative Agreement with the City of Kansas City, Missouri and the County related to the disbursement of these surplus funds to the taxing jurisdictions within the County. The request is to approve the First Amendment of the Cooperative Agreement to receive the second disbursement of funds. The County's expected share of the second disbursement will be \$103,892.02. This amount is expected to be distributed into the County's General Fund.</p>										

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: <i>Brendan Kelley</i>	Date: <i>3/28/18</i>
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>[Signature]</i>	Date: <i>3/27/18</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

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

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Monday, April 9, 2018, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

**RESOLUTION NO. 19815**, April 9, 2018

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, April 9, 2018, during the regularly scheduled meeting of the Legislature; and,

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

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

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, April 9, 2018, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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. 19815 of April 9, 2018, was duly passed on \_\_\_\_\_, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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



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

**A RESOLUTION** awarding a twenty-one month term and supply contract with three twelve-month options to extend for the furnishing of electrical products for use by various County departments to Graybar Electric Company of Kansas City, MO, under the terms and conditions of U.S. Communities Contract No. EV2370, an existing government contract.

**RESOLUTION NO. 19816**, April 9, 2018

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, the County continuing has a need for electrical products for use countywide;  
and,

WHEREAS, the Department of Finance and Purchasing recommends the award of a term and supply contract for the furnishing of electrical products for use by various County departments to Graybar Electric Company of Kansas City (Jackson County), MO, under the terms and conditions of U.S. Communities Contract No. EV2370, an existing government contract; and,

WHEREAS, the Department of Finance and Purchasing recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

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

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

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19816 of April 9, 2018, was duly passed on \_\_\_\_\_, 2018 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.

4/4/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

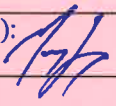
Completed by County Counselor's Office:

Res/Ord No.: 19816

Sponsor(s): Dennis Waits

Date: April 9, 2018

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-One Month Contract with Three One Year Options to Extend for the furnishing of Electrical Supplies for use by Various County Departments to Graybar Electric Company of Kansas City, Missouri under the Terms and Conditions of U.S. Communities Contract No. EV2370, 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></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:</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><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table border="1"> <thead> <tr> <th>Department</th> <th>Estimated Use</th> </tr> </thead> <tbody> <tr> <td>Facilities Management</td> <td>\$150,000.00</td> </tr> <tr> <td>Parks + Rec</td> <td>\$ 14,800.00</td> </tr> <tr> <td>Information Technology</td> <td>\$ 1,000.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$165,800.00</b></td> </tr> </tbody> </table> <p>This RLA only approves the term and supply contract; the funds were already appropriated through the annual budget adoption. Figures included in the background are for informational purposes to provide an estimate of the contract value.</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:		Department	Estimated Use	Facilities Management	\$150,000.00	Parks + Rec	\$ 14,800.00	Information Technology	\$ 1,000.00	<b>Total</b>	<b>\$165,800.00</b>
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:																					
Department	Estimated Use																				
Facilities Management	\$150,000.00																				
Parks + Rec	\$ 14,800.00																				
Information Technology	\$ 1,000.00																				
<b>Total</b>	<b>\$165,800.00</b>																				
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):            Prior resolutions and (date): 18232 (August 5, 2013)</p>																				
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Katie Bartle, Senior Buyer, 816-881-3465</p>																				
<p><b>REQUEST SUMMARY</b></p>	<p>The County would like to utilize this U.S. Communities Contract due to the higher dollar volume discounts offered to larger entities and/or purchasing groups. County Departments will be able to obtain quotes from this contract and compare with other existing term and supply contracts to obtain the lowest price.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Department of Finance and Purchasing recommends the award of a Twenty-One Month Term and Supply Contract with Three Twelve Month Options to Extend, for the furnishing of Electrical Supplies for use by Various County Departments to Graybar Electric Company of Kansas City, MO (Jackson County) under the Terms and Conditions of U.S. Communities Contract No. EV2370, an existing government contract. This request is for Twenty-One Months so the contracts will run concurrently.</p> <p>The Department of Finance and Purchasing recommends the award be made under this contract due to the higher volume discounts offered to larger entities and/or purchasing groups.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amounts. The availability of funds for specific purchases is subject to annual appropriations.</p>																				

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 type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals                      No Goals Assigned. <input type="checkbox"/> VBE Goals	
ATTACHMENTS	The pertinent pages of U.S. Communities Contract EV2370.	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i> 	Date: <i>3/28/18</i>
	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.

**GENERAL SERVICES DEPARTMENT**  
**Procurement Services Division**



City Hall – 1<sup>st</sup> Floor, Room 102W  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

Main Line: (816) 513-0851  
Fax: (816) 513-1066

---

November 29, 2017

David G. Maxwell, Senior Vice President – Sales  
Graybar Electric Company, Inc.  
34 North Meramec Avenue  
St. Louis, MO 63105

RE: RFP EV2370 – Electrical, Lighting, Data Communications and Security Products and Related  
Products, Services and Solutions

The City of Kansas City, Missouri and U. S. Communities appreciate the time and effort that was put into the preparation of your proposal for the above-referenced RFP. Your proposal has been evaluated by a committee and has been recommended for an award. The City's Manager of Procurement Services intends to introduce an ordinance to seek City Council authorization to execute a contract with Graybar Electric. If City Council authorization for a contract with Graybar Electric is obtained, the City anticipates an executed contract with an effective date of February 1, 2018.

If you have any questions, please feel free to contact me at (816) 513-0816 or [Renee.Medlin@kcmo.org](mailto:Renee.Medlin@kcmo.org). We look forward to working with Graybar Electric.

Sincerely,

A handwritten signature in blue ink that reads "Renee Medlin". The signature is written in a cursive, flowing style.

Renee Medlin, CPPO  
Procurement Manager

**STANDARD CITY CONTRACT**

**MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI**

**CONTRACT NO.: EV2370**

**TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**

---

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Graybar Electric Company, Inc. ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated October 6, 2017, that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;
- (d) any CITY issued Purchase Order;
- (e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

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

- (a) **Initial Term.** The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to three (3) additional two (2) year terms.

**CONTRACTOR**

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

Contractor: Graybar Electric Company, Inc.

By: 

Title: SVP, Sales

Date: 11/30/2017

**APPROVED AS TO FORM**

  
Assistant City Attorney

**KANSAS CITY, MISSOURI**

By: 

Title: Manager of Procurement Services

Date: 12/10/2017



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

**A RESOLUTION** awarding a forty-eight month contract for the furnishing of conducted electrical weapons (Tasers) for use by the Sheriff's Office to Axon Enterprise (formerly Taser International, Inc.) of Scottsdale, AZ, at an annual cost to the County in the amount of \$43,200.00, as a sole source purchase.

**RESOLUTION NO. 19817**, April 9, 2018

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office desires to purchase new conducted electrical weapons (Tasers) to replace its aging supply of such weapons; and,

WHEREAS, by Resolution 19419, dated March 20, 2017, the Legislature did award a sixty-month contract for the furnishing of conducted electrical weapons (Tasers) for use by the Sheriff's Office; and,

WHEREAS, in the interim Taser International has changed its corporate name to Axon Enterprise; and,

WHEREAS, the Department of Finance and Purchasing desires to renew the contract with Axon Enterprise as originally approved by Resolution 19419; and,

WHEREAS, the Department of Finance and Purchasing recommends the award of a forty-eight month contract for the furnishing of conducted electrical weapons (Tasers) for use by the Sheriff's Office to Axon Enterprise of Scottsdale, AZ, at a annual cost to the County not

to exceed \$43,200.00, as a sole source purchase; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source; and,

WHEREAS, the Department of Finance and Purchasing further recommends that it not take competitive bids for these items for the reason that Axon Enterprise is the only provider of the conducted electrical source weapons suitable for use by law enforcement; and,

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

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19817 of April 9, 2018, was duly passed on \_\_\_\_\_, 2018 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: 004 4201 56790  
ACCOUNT TITLE: Special Road and Bridge Fund  
Sheriff  
Other Contractual Svc  
NOT TO EXCEED: \$43,200.00

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

4/4/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19817

Sponsor(s): Alfred Jordan

Date: April 9, 2018

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Forty-Eight Month Contract for the purchase and maintenance of Less Lethal Electrical Source Weapons (Tasers) for the Sheriff's Office from Axon Enterprise (formerly Taser International) of Scottsdale, Arizona at a cost of \$43,200 for the first twelve months as a Sole Source purchase.</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>\$43,200</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$43,200</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$43,200</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 004-4201-56790 Road &amp; Bridge Fund, Sheriff's Office, Other Contractual Services</td> <td>\$43,200</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>This will be Forty-Eight Month Contract; the first annual payment is \$43,200. The remaining years' funding is subject to annual appropriation.</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$43,200	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$43,200	Amount budgeted for this item * (including transfers):	\$43,200	Source of funding (name of fund) and account code number: 004-4201-56790 Road & Bridge Fund, Sheriff's Office, Other Contractual Services	\$43,200
Amount authorized by this legislation this fiscal year:	\$43,200										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$43,200										
Amount budgeted for this item * (including transfers):	\$43,200										
Source of funding (name of fund) and account code number: 004-4201-56790 Road & Bridge Fund, Sheriff's Office, Other Contractual Services	\$43,200										
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):  Prior resolutions and (date): 19419, 3/20/17</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Kyle Brack, Senior Buyer, 881-3265</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>The Sheriff's Office inventory of Less Lethal Electrical Source Weapons were purchased between 2004 and 2009; these models are no longer in production and will no longer be supported by the manufacturer after 2019. The Sheriff's Office is requesting approval of a Forty-Eight Month Contract with Axon Enterprise of Scottsdale, Arizona, the manufacturer of the weapons, to replace, upgrade, and maintain their inventory.</p> <p>Since the approval of Resolution No. 19419 on March 20, 2017, Taser International has changed their corporate name to Axon Enterprise. An Axon Enterprise memo with details is included.</p> <p>This RLA is to renew the Fixed-Price Contract with Axon Enterprise as originally approved under Resolution No. 19419. The first payment of the Contract was made under Resolution No. 19419. This RLA will approve payments for the remainder of the Contract, years two through five. The annual cost to the County is not to exceed \$43,200, with the total cost not to exceed \$172,800.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the approval of the Forty-Eight Month Contract to replace and upgrade these weapons with Axon International of Scottsdale, Arizona for the Sheriff's Office as a Sole Source purchase. Research by the Sheriff's Office and the Purchasing Department indicates there are no other manufacturers of less lethal electrical source weapons for law enforcement on the market at this time.</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>										

COMPLIANCE	<input type="checkbox"/> MBE Goals N/A <input type="checkbox"/> WBE Goals N/A <input type="checkbox"/> VBE Goals N/A	
ATTACHMENTS	Email from Budget, Axon Enterprise Corporate Name Change Memo, and pertinent pages from Resolution No. 19419	
REVIEW	Department Director:	Date: <i>2/25/12</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>2/25/12</i>
	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.

PC# \_\_\_\_\_

Date: March 28, 2018

RES # 19817

Department / Division                      Character/Description                      Not to Exceed

**004    Special Road & Bridge Fund**

4201    Sheriff                      56790    Other Contractual Services                      \$        43,200

\* Future years are subject to appropriation.

\$        43,200

 3/28/16  
Budget Officer



10000 10000 STREET  
MOUNTAIN VIEW, CALIFORNIA 94039  
AXON.COM

April 5, 2017

To whom it may concern:

On April 5<sup>th</sup>, 2017 TASER International, Inc. will change our corporate name to Axon Enterprise, Inc. Based on our evolution as a business over the last 23 years, as well as the continuously evolving needs of law enforcement, we see the future of policing as demanding a connected approach to technology. The Axon network of devices, apps and people *is* that connected approach, and is the natural umbrella for our expanded offerings today and in the future. We're very proud of the TASER weapons that remain an important part of the network, and that brand will live on as a product name.

Our remittance address will stay the same and the bank will honor checks payable to TASER International for a period of time. It would be advisable for your accounts payable department to make the change to Axon Enterprises, Inc. on your remittance checks at the earliest convenience.

Please direct inquiries regarding invoices and payments to Accounts Receivable via email at [AR@axon.com](mailto:AR@axon.com). Please direct inquiries regarding the name change to Public Relations via email at [PR@axon.com](mailto:PR@axon.com). We will be happy to update you on the name change and answer any questions you may have.

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

**TO:** Barbara Casamento

**FROM:** Captain Dave Epperson

**DATE:** 02/09/2017

**SUBJECT:** TASER Sole Source memorandum

Ms. Casamento,

I am sending this memorandum to request the above listed business, TASER International 17800 North 85<sup>th</sup> Street Scottsdale, Arizona 85255, to be considered a Sole Source for the Jackson County Sheriff's Office purchase of conducted electrical source weapons in 2017.

The Jackson County Sheriff's Office requested and received first year funding for the purchase of 100 TASER X2 electrical source weapons (less lethal) for use throughout the Sheriff's Office, with the package including maintenance and replacement cartridges. This program is called the TASER 60 plan, as illustrated in documentation provided by our Firearms Specialist Sergeant Charles Degroff in the attached memorandum, allowing the Sheriff's Office to replace outdated units which will not be supported after 2019. TASER International is the sole source manufacturer of the X2 system and has provided this equipment and maintenance to the Sheriff's Office for several years.

Thank you for your consideration reference this request,





# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: (480) 658-0724

**Chuck DeGroff**  
(816) 220-3274  
(816) 524-4340  
cdegroff@jacksongov.org



## Quotation

Quote: Q-100472-2  
Date: 2/3/2017 1:17 PM  
Quote Expiration: 3/15/2017  
Contract Start Date\*: 2/3/2017  
Contract Term: 5 years

**AX Account Number:**  
109638

**Bill To:**  
Jackson County Sheriff's Office - MO  
4001 NE Lakewood Court  
Lees Summit, MO 64064  
US

**Ship To:**  
Chuck DeGroff  
Jackson County Sheriff's Office - MO  
4001 NE Lakewood Court  
Lees Summit, MO 64064  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David Dolby	4803026214	ddolby@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

### YEAR 1, DUE NET 30 DAYS + SHIPPING

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	22002	HANDLE, BLACK, CLASS III, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	80137	TASER 60 X2 UNLIMITED	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	85700	TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	USD 432.00	USD 43,200.00	USD 10,000.00	USD 33,200.00
93	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	22135	CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
360	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 176.49	USD 0.00	USD 176.49

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
7	22504	HOLSTER, BLACKJAWK, LEFT, X2, 44HT01BK-L-R	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>YEAR 1, DUE NET 30 DAYS + SHIPPING Total Before Discounts:</b>						USD 43,376.49
<b>YEAR 1, DUE NET 30 DAYS + SHIPPING Discount:</b>						USD 10,000.00
<b>YEAR 1, DUE NET 30 DAYS + SHIPPING Net Amount Due:</b>						USD 33,376.49

**FREE SPARE**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	22002	HANDLE, BLACK, CLASS III, X2	USD 1,103.31	USD 1,103.31	USD 1,103.31	USD 0.00
1	80137	TASER 60 X2 UNLIMITED	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	USD 58.38	USD 58.38	USD 58.38	USD 0.00
<b>FREE SPARE Total Before Discounts:</b>						USD 1,161.69
<b>FREE SPARE Discount:</b>						USD 1,161.69
<b>FREE SPARE Net Amount Due:</b>						USD 0.00

**YEAR 2, 2018**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85701	TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED	USD 432.00	USD 43,200.00	USD 0.00	USD 43,200.00
<b>YEAR 2, 2018 Total Before Discounts:</b>						USD 43,200.00
<b>YEAR 2, 2018 Net Amount Due:</b>						USD 43,200.00

**YEAR 3, 2019**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85702	TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED	USD 432.00	USD 43,200.00	USD 0.00	USD 43,200.00
<b>YEAR 3, 2019 Total Before Discounts:</b>						USD 43,200.00
<b>YEAR 3, 2019 Net Amount Due:</b>						USD 43,200.00

**YEAR 4, 2020**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85701	TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED	USD 432.00	USD 43,200.00	USD 0.00	USD 43,200.00
<b>YEAR 4, 2020 Total Before Discounts:</b>						USD 43,200.00
<b>YEAR 4, 2020 Net Amount Due:</b>						USD 43,200.00





Certificate of Destruction

Agency Name:	Jackson County, Missouri		
Quote/PO Number:	35519		
Product/Quantity to be destroyed:	M26: _____	X26: _____	Other: _____

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by:

[Signature]  
Signature (Digital is acceptable or scan)

Q. Lee Thomas  
Printed name, title

March 31, 2017  
Date

Return the signed form to your sales representative along with your purchase order/quote.

'Protect Life' and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. Copyright 2014, TASER International, Inc.

APPROVED AS TO FORM

[Signature]  
County Counselor



## TASER International, Inc.'s TASER 60 Terms and Conditions

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, Spare CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

**TASER 60 Term.** TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60. If shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. The TASER 60 Term will end 5 years after the start date (**Term**).

**Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

**Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

**Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.

**Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

**Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

### Warranty Limitations.

The warranties do not apply and TASER will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.



## TASER International, Inc.'s TASER 60 Terms and Conditions

---

To the extent permitted by law, the warranties and remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

**Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option. For warranty return and repair procedures, including troubleshooting guides, please go to TASER's website [www.taser.com/support](http://www.taser.com/support).

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

**TASER 60 Warranty Coverage.** TASER 60 includes extended warranty coverage for TASER manufactured products as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.

**Spare Product.** For orders of more than 30 units, TASER will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at TASER's sole option. Within 30 days of the end of the Term, the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER.

**Product Warnings.** See our website at <https://www.taser.com/legal> for the most current product warnings.

**Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.



## TASER International, Inc.'s TASER 60 Terms and Conditions

**TASER 60 Termination.** If an invoice for TASER 60 is more than 30 days past due, then TASER may terminate TASER 60. TASER will provide notification that TASER 60 coverage is terminated.

Once TASER 60 coverage is terminated for any reason, then:

1. TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, TASER will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to TASER within 30 days of the date of termination.
3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TASER 60. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

**Excusable Delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

**Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

**Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.

**Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of TASER.

**Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

**Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**Entire Agreement.** This Agreement and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

TASER and © are trademarks of TASER International, Inc., some of which are registered in the US and other countries. For more information, visit [www.taser.com/legal](http://www.taser.com/legal). All rights reserved. © 2016 TASER International, Inc.

**TASER International, Inc.'s TASER 60 Terms and Conditions**

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, Spare CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote Q-100472.

**TASER 60 Term.** TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60. If shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. The TASER 60 Term will end 5 years after the start date (**Term**).

**Payment Terms.** TASER invoices for the TASER 60 Plan on an annual basis. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

**Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

**Shipping: Title: Risk of Loss: Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are FOB Destination via common carrier and title and risk of loss pass to the Agency upon delivery to the Agency. The Agency is responsible for all freight charges. Shipping dates are estimates only.

**Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

**Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

**Warranty Limitations.**

The warranties do not apply and TASER will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

**To the extent permitted by law, the warranties and remedies set forth above are exclusive and TASER**



**TASER International, Inc.'s TASER 60 Terms and Conditions**

disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

TASER's cumulative liability to Jackson County for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will TASER or Jackson County be liable to the other for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

**Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product Instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option. For warranty return and repair procedures, including troubleshooting guides, please go to TASER's website [www.taser.com/support](http://www.taser.com/support).

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

**TASER 60 Warranty Coverage.** TASER 60 includes extended warranty coverage for TASER manufactured products as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.

**Spare Product.** For orders of more than 30 units, TASER will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at TASER's sole option. Within 30 days of the end of the Term, the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER.

**Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

**TASER 60 Termination.** If an Invoice for TASER 60 is more than 30 days past due, then TASER may terminate TASER 60. TASER will provide notification that TASER 60 coverage is terminated.

Once TASER 60 coverage is terminated for any reason, then:

**TASER International, Inc.'s TASER 60 Terms and Conditions**

1. TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, TASER will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to TASER within 30 days of the date of termination.
3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TASER 60. If the Spare Products are returned within 30 days of the Spare Product Invoice date, credit will be issued and applied against the Spare Product Invoice.
4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

**Excusable Delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

**Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

**Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.

**Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of TASER.

**Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

**Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**Entire Agreement.** This Agreement and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

**TASER International, Inc.**  
Signature: [Signature]  
Name: Josh Isner  
Title: VP, Global Sales  
Date: 3/31/17

**Jackson County Sheriff's Office - MO**  
Signature: [Signature]  
Name: [Signature]  
Title: CEW  
Date: 3/31/17

[Signature]  
County Counselor

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

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with the Jackson County Historical Society for record archiving services, at a cost to the County not to exceed \$34,554.00.

**RESOLUTION NO. 19818**, April 9, 2018

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, it is in the best interest of Jackson County to have records with historical value preserved and professionally archived for the scholars and citizens of the County; and,

WHEREAS, the Director of the Recorder of Deeds Department recommends a Cooperative Agreement with the Jackson County Historical Society for professional archiving services for the period of January 1, 2018, through December 31, 2018; and,

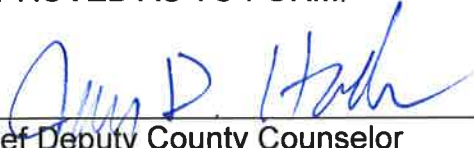
WHEREAS, the Jackson County Historical Society has the expertise to provide such professional archiving services; now therefore,

BE IT RESOLVED that the County Executive be, and hereby is, authorized to execute a Cooperative Agreement with the Jackson County Historical Society for professional archiving services, in a form to be approved by the County Counselor, at a cost to the County not to exceed \$34,554.00; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19818 of April 9, 2018, was duly passed on \_\_\_\_\_, 2018 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: 044 1804 56790  
ACCOUNT TITLE: Recorder's Fee Fund  
Records Center  
Other Contractual Services  
NOT TO EXCEED: \$34,554.00

4/5/18  
Date

  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19818

Sponsor(s): Dennis Waits

Date: April 9, 2018

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>To authorize the County Executive to enter into a cooperative agreement with the Jackson County Historical Society for the archival and preservation of historical records.</u></p>										
<p>BUDGET INFORMATION  <i>To be completed                  By Requesting                  Department and                  Finance</i></p>	<table border="1" data-bbox="324 562 1201 877"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$34,554</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$34,554</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$34,554</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; Recorder's Fee Fund, Record Center, Other Contractual Services 044-1804-56790</td> <td>FROM ACCT  TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$126,529</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$34,554                  Prior Year Actual Amount Spent (if applicable): \$34,554</p>	Amount authorized by this legislation this fiscal year:	\$34,554	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$34,554	Amount budgeted for this item * (including transfers):	\$34,554	Source of funding (name of fund) and account code number; Recorder's Fee Fund, Record Center, Other Contractual Services 044-1804-56790	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$34,554										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$34,554										
Amount budgeted for this item * (including transfers):	\$34,554										
Source of funding (name of fund) and account code number; Recorder's Fee Fund, Record Center, Other Contractual Services 044-1804-56790	FROM ACCT  TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #19350, February 22, 2017</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Robert T. Kelly, Director, Recorder of Deeds Department, 881-3191</p>										
REQUEST SUMMARY	<p>Whereas it is in the best interest of the County that records having historical value be preserved and professionally archived for the scholars and citizens of the County,</p> <p>The Jackson County Historical Society has the expertise to provide professional record archiving services.</p> <p>Requesting approval for payment in the amount of \$34,554 for the contract period of January 1, 2018 through December 31, 2018.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>None</p>										

REVIEW	Department Director:	Date:
	Finance (Budget Approval) <i>If applicable</i> 	Date: 4/3/18
	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 Recorder's Fee Fund in 2018.
- 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:
<del>044-1804-56790</del>	<del>Recorder's Fee Fund, Record Center, Other Contractual Services</del>	<del>\$34,544</del>

- 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.

