

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement for Services with the Mid-America Local Emergency Planning Committee and the Mid-America Regional Council, at no cost to the County.

RESOLUTION NO. 18557, June 30, 2014

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, Jackson County, together with Cass, Clay, Platte, and Ray Counties, have cooperatively formed a local emergency planning committee (LEPC) under the provisions of the Emergency Planning and Community Right-to-Know Act of 1986; and,

WHEREAS, each county receives a grant from the Missouri Emergency Response Commission in accordance with Missouri's Emergency Planning and Community Right-to-Know Act (Sections 292.600 to 292.625, RSMo); and,

WHEREAS, these funds are paid directly by the State directly to LEPC, to be used for programs which support the LEPC's hazardous materials planning and training and related activities; and,

WHEREAS, each of the five counties, as a member of the LEPC, has entered into an agreement with the Mid-America Regional Council (MARC) approving the scope of work by MARC and the LEPC on its behalf; and,

WHEREAS, MARC is a public not-for-profit organization, formed in 1972 by area cities and counties, including the counties that have formed the LEPC, to address issues and problems of mutual concern; and,

WHEREAS, MARC can provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grants; and,

WHEREAS, the attached Agreement for Services adequately sets out the rights and obligations of LEPC and MARC in this regard; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the attached Agreement for Services with the Mid-America Local Emergency Planning Committee and the Mid-America Regional Council be and hereby is approved; and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute the Agreement between Mid-America and Local Emergency Planning Committee and the Mid-America Regional Council to be approved by the County Counselor.

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

APPROVED AS TO FORM:



Senior Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18557 of June 30, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18557

Sponsor(s): Theresa Garza Ruiz

Date: June 30, 2014

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing the County Executive to execute an Agreement for Services with the Mid-America Local Emergency Planning Committee and the Mid-America Regional Council, at no cost to the County.</p>																		
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT</td> <td></td> </tr> <tr> <td></td> <td>TO ACCT</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		\$	Amount previously authorized this fiscal year:		\$	Total amount authorized after this legislative action:		\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT			TO ACCT	
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): Res. # 18173, Dated May 20, 2013</p>																		
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Sandy Aguirre Mayer, Special Projects Coordinator, Executive Office 881-3282</p>																		
<p>REQUEST SUMMARY</p>	<p>Jackson County, with Cass, Clay, Platte and Ray Counties, has formed a local emergency planning committee (LEPC) under the provisions of the Emergency Planning and Community Right-to-Know Act of 1986.</p> <p>Each county receives grants from the Missouri Emergency Response Commission in accordance with Missouri's Emergency Planning and Community Right-to-Know Act (RSMo Sections 292.600 to 292.625) to be used for programs which support the LEPC's hazardous materials planning, training and related activities.</p> <p>As a member of the LEPC, the County has entered into an agreement with the Mid-America Regional Council (MARC) to provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grants.</p> <p>The attached Agreement for Services adequately sets out the rights and obligations of LEPC and MARC.</p> <p>It is recommended that the County Legislature of Jackson County, Missouri approve the attached Agreement for Services with the Mid-America Local Emergency Planning Committee and the Mid-America Regional Council.</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	Cover Letter form MARC to Mike Sanders Agreement for Services 2014-2015	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>Calvin Williford by [Signature]</i>	Date: <i>6/24/14</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.

Res. 18557

June 20, 2014

Mr. Mike Sanders
Jackson County Executive
415 E. 12th Street, 2nd Floor
Kansas City, MO 64106

JUN 23 2014

Dear Mr. Sanders,

As you may know, each year the Mid-America Local Emergency Planning Committee (LEPC) applies to the Missouri Emergency Response Commission (MERC) for funding to support the operation of the LEPC. As part of the application package, all agreements with participating counties must be updated and County Commissioners must sign the application form.

Please sign both copies of the enclosed agreements, compliance certification forms, and membership rosters and return to MARC by July 21, 2013. Address these documents to the Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, MO 64105, Attention: Cynthia Allen. We will forward you an original once all of the signatures are obtained. The LEPC Chair will sign off on final applications submitted to the state.

LEPC funding in Missouri is from the State's Chemical Emergency Preparedness Fund (CEPF) grant. The Mid-America LEPC is eligible to receive an estimated \$61,364 in CEPF funds. Jackson County's portion of this allocation is approximately \$33,083.96.

In closing, please do not hesitate to contact me if you have questions by phoning 816-701-8390 or by emailing elynch@marc.org. Thank you very much for your assistance with this application. We appreciate your support of the Mid-America LEPC and look forward to working with your jurisdictions and emergency services agencies.

Sincerely,



Erin E.S. Lynch
Emergency Services & Homeland Security Director

Cc: Mike Curry

Enclosures: Agreement for services with MARC and the Mid-America LEPC
Certifications
Budget
Goals and Objectives
Membership List

Chair
Marge Vogt
Councilmember
Olathe, Kan.

1st Vice Chair
Jan Marcason
Councilmember
Kansas City, Mo.

2nd Vice Chair
Ed Peterson
Commissioner
Johnson County, Kan.

Treasurer
David Bower
Mayor
Raytown, Mo.

Secretary
Curt Skoog
Councilmember
Overland Park, Kan.

Executive Director
David A. Warm

AGREEMENT FOR SERVICES

by and between

JACKSON COUNTY,

the

MID-AMERICA LOCAL EMERGENCY PLANNING COMMITTEE

and the

MID-AMERICA REGIONAL COUNCIL

This Agreement, entered this 1st day of July, 2014, by and between Jackson County, the Mid-America Local Emergency Planning Committee, hereinafter referred to as the "LEPC" and the Mid-America Regional Council, hereinafter referred to as "MARC" for professional services.

WHEREAS, the following counties have cooperatively formed a local emergency planning committee under the provisions of the Emergency Planning and Community Right-to-Know Act of 1986:

The County of Cass, Missouri;

The County of Clay, Missouri;

The County of Jackson, Missouri;

The County of Platte, Missouri; and

The County of Ray, Missouri

WHEREAS, each county receives a grant from the Missouri Emergency Response Commission in accordance with Missouri's Emergency Planning and Community Right-to-Know Act (RsMO Sections 292.600 to 292.625); and

WHEREAS, these funds are to be used for programs which support the LEPC's hazardous materials planning, training and related activities; and

WHEREAS, MARC can provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grant;

NOW THEREFORE, the parties to this Agreement agree as follows:

SCOPE OF SERVICES

MARC hereby agrees to fulfill the following scope of work in accordance with proposals submitted to the Missouri Emergency Response Commission and other state agencies with the oversight and assistance of the LEPC:

- A. Coordination and scheduling of monthly meetings and necessary subcommittee meetings, usually at the MARC offices, to discuss the LEPC's operation, activities, projects and issues which may affect the LEPC.
- B. Development and distribution of agendas for and summaries of the above meetings.
- C. Development and maintenance of a regional hazardous materials plan and assistance with the development of county hazardous materials plans or hazardous materials annexes to county emergency operations plans.
- D. Development of exercises to evaluate regional and local hazardous materials response capabilities.
- E. Sponsorship of hazardous materials and other training courses and coordination of hazardous materials training with the Missouri Emergency Response Commission, Missouri State Emergency Management Agency, Department of Public Safety, University of Missouri, and other entities offering hazardous materials training.
- F. Collection of Tier II forms and related information from facilities in each member county required to complete and submit these items and development of a database of chemical inventory and emergency contact information for these facilities.
- G. Operation and maintenance of an LEPC website.
- H. Development and management of a public education and awareness program.
- I. Completion of all reports and documentation necessary for the administration and operation of the LEPC.
- J. Coordination and integration of LEPC activities with those of other MARC emergency services committees and metropolitan area emergency services organizations.
- K. Other activities that are mutually agreed upon by the LEPC and MARC.

ARTICLE II

TIME OF PERFORMANCE

MARC shall provide the services described in Article I for the period commencing July 1, 2014 through June 30, 2015. The time and services of this Agreement may be extended or amended by Addendum hereto, containing the signatories of the parties and an identification of the extension period including any other amendments to the original Agreement.

ARTICLE III

CONSIDERATION

In consideration of the services provided by MARC and described in Article I, Jackson County and the LEPC authorize MARC to administer the FY 2014-2015 grant of approximately \$61,364.00 and any carryover funds from previous years as well as, any additional funds that may be competitively awarded from the Hazardous Materials Emergency Preparedness (HMEP) fund required to carry out the scope of work specified in this Agreement and as listed in Attachment 1, FY 2014-2015 LEPC Budget. It is the parties' understanding that the State of Missouri will provide the LEPC with approximately \$61,364.00 from the state's CEPF to be used as resources for the operation of the LEPC and its programs and activities, consistent with the terms and conditions placed on the counties by the Missouri Emergency Response Commission and as directed by the LEPC at their regular meetings. Any additional HMEP funds to be awarded to the Mid-America LEPC to support training activities will also be used according to the terms of this agreement. MARC agrees to provide detailed records of revenues and expenses associated with the performance of this Agreement. All expenditures will be consistent with CEPF and HMEP budgets approved by the LEPC.

ARTICLE IV

TERMINATION OR SUSPENSION OF AGREEMENT

This Agreement will terminate on June 30, 2015 unless extended by Addendum hereto as provided in Article II. However, if for any justifiable reason any party wishes to terminate this Agreement prior to the completion of the time of performance, this may be done by serving thirty (30) days notice upon the other parties. Payment for services shall be pro rata to the term of the Agreement and to the work effort completed.

ARTICLE V

EQUAL EMPLOYMENT OPPORTUNITY

Jackson County, the LEPC and MARC attest that they do not now, nor shall they discriminate against any employee who is employed in the work covered by this Agreement or against any applicant for such employment, due to race, color, religion, sex, age, handicap, or national origin.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of July 2014.

Approved by Jackson County, Missouri

County Executive, Jackson County

Date

Approved by the Mid-America Local Emergency Planning Committee

Mid-America LEPC Chair

Date

Approved by the Mid-America Regional Council

Executive Director

Date

Goals and Objectives, 2014

Based on the list of activities eligible for funding through CEPF (RsMO 292.606), describe the LEPC/D's goals and objectives with respect to the following:

Activity and Goal Description
<p>Activity: contingency planning for chemical releases</p> <p>Goal(s): Host workshop to update THIRA. Continue host 2 trainings for schools on preparedness, hazardous materials, shelter-in-place</p>
<p>Activity: exercising, evaluating, and distributing plans</p> <p>Goal(s): Evaluate plan through a series of table top exercises and update plan and distribute revised plan</p>
<p>Activity: providing training related to chemical emergency preparedness and prevention of chemical accidents</p> <p>Goal(s): Prioritize needs and conduct quarterly training for hazmat teams to maintain proficiency & to work together/integrated training</p>
<p>Activity: identifying facilities required to report</p> <p>Goal(s): Review RMP and EHS facilities in region and contact facilities that are not participating in LEPC and invite them to participate</p>
<p>Activity: processing the information submitted by facilities and making it available to the public</p> <p>Goal(s): Maintain log of Tier Two reports received at LEPC, reconcile with states' information and coordinate with state on distribution</p>
<p>Activity: receiving and handling emergency notifications of chemical releases</p> <p>Goal(s): Maintain log of emergency notifications received at the LEPC and share notifications at LEPC meetings.</p>
<p>Activity: operating a local emergency planning committee</p> <p>Goal(s): Meet, arrange speakers; prepare agendas, document meetings, provide financial reports; support activities respond to inquiries</p>
<p>Activity: providing public notice of chemical preparedness activities</p> <p>Goal(s): Manage website; update open records policy, inc protective messages in public edu activities; partner w/industry for outreach.</p>
<p>Activity: Recruit new LEPC Members</p> <p>Goal(s):</p>
<p>Activity:</p> <p>Goal(s):</p>

Proposed Budget, 2014

The proposed budget should reflect the costs for activities identified in Goals and Objectives section.

Budget Year Start Date	July 1, 2014	Budget Year End Date	June 30, 2015
Beginning Balance			\$37,214.78
Estimated Income			\$61,364.24
CEPF		\$61,364.24	
Other			
Total Estimated Funds Available			\$98,579.02

Expense Category	Cost-Share Amount	LEPC Amount
Administrative (costs associated with operating the LEPC)		\$53,600.00
Contract Labor		\$45,600.00
Postage		\$150.00
Printing		\$500.00
Phone/Fax/Internet		
Office Supplies and Equipment		\$350.00
Computer/Electronic Equipment		
Public Notice		\$300.00
LEPC/D Meetings (publication, meals, etc.)		\$700.00
Other	No List Attached	\$6,000.00
Projects (costs associated with LEPC activities)		
Hazmat Plan Distribution		
Hazard Communication		
Facility Review and ID		
Hazmat Flow Study		
Other	No List Attached	
Training & Exercise (includes hazmat conference registration)		\$29,979.02
Course and Instructor Fees		\$25,000.00
Materials and Supplies		\$4,979.02
Equipment (attach list)		
Other	No List Attached	
Travel (includes mileage and airfare)		\$10,000.00
Transportation, Meals, and Lodging		\$10,000.00
Other (any expenses that don't fit into the above categories)		\$5,000.00
(Specify)	List Attached	\$5,000.00
Total Estimated Expenses		\$98,579.02
Reserves (Unallocated Funds)		
End Balance		

LEPC Chair Signature

Date

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$41,997.00 within the 2014 General Fund and awarding a twelve-month contract for the maintenance of hardware and software on the VoIP Telephone System for use by the Information Technology Department to SKC Communications of Shawnee Mission, KS, at a cost to the County not to exceed \$89,513.00, as a sole source purchase.

RESOLUTION NO. 18558, June 30, 2014

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, the Information Technology Department has a need for ongoing hardware maintenance and service of the VoIP Telephone System for the upcoming twelve-month period; 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 requires notification of and approval by the Legislature on source sole source purchases exceeding \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends a twelve-month contract for the furnishing of hardware and software maintenance for the VoIP Telephone System for use by the Information Technology Department, with SKC Communications of Shawnee Mission, KS, at a cost to the County not to exceed \$89,513.00; and,

WHEREAS, the Director further recommends that he not take competitive bids with regard to said hardware maintenance and service, for the reason that SKC Communications installed the telephone system and is the County's sole software maintenance supplier for the proprietary equipment; and,

WHEREAS, a transfer is necessary to place the required funds in the proper spending accounts; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2014 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Non-Departmental			
001-5101	56430 – Telephone Utility	\$ 41,997	
001-5101	56662 – Software Maintenance		\$41,997

and,

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

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

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

APPROVED AS TO FORM:



Senior Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18558 of June 30, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 5101 56430
ACCOUNT TITLE: General Fund
Non-Departmental
Telephone Utility
NOT TO EXCEED: \$41,997.00

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

ACCOUNT NUMBER: 001 5101 56435
ACCOUNT TITLE: General Fund
Non Departmental
Telephone Maintenance
NOT TO EXCEED: \$20,392.00

ACCOUNT NUMBER: 001 5101 56662
ACCOUNT TITLE: General Fund
Non Departmental
Software Maintenance
NOT TO EXCEED: \$63,855.00

ACCOUNT NUMBER: 002 5102 56435
ACCOUNT TITLE: Health Fund
Non Departmental
Telephone Maintenance
NOT TO EXCEED: \$341.00

ACCOUNT NUMBER: 003 5103 56435
ACCOUNT TITLE: Park Fund
Non Departmental
Telephone Maintenance
NOT TO EXCEED: \$2,301.00

ACCOUNT NUMBER: 004 5104 56435
ACCOUNT TITLE: Special Road and Bridge Fund
Non Departmental
Telephone Maintenance
NOT TO EXCEED: \$2,076.00

ACCOUNT NUMBER: 045 4500 56435
ACCOUNT TITLE: Assessment Fund
Non Departmental
Telephone Maintenance
NOT TO EXCEED: \$548.00


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

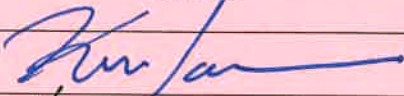

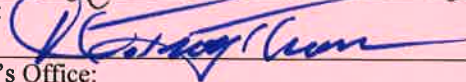
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18558

Sponsor(s): Theresa Garza Ruiz

Date: June 30, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$41,997.00 within the Information Technology Department's budget and authorizing a Twelve Month Contract for the furnishing of Hardware and Software Maintenance Agreement on the VoIP Telephone System for the Information Technology Department to SKC Communications of Shawnee Mission, Kansas as a Sole Source Purchase</u></p>																								
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$89,512.13</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>\$89,512.13</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$89,512.13</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number; FROM / TO</td> </tr> <tr> <td>001-5101-56435 General Fund, Non-Departmental, Telephone Maintenance</td> <td>\$20,391.13</td> </tr> <tr> <td>001-5101-56662 General Fund, Non-Departmental, Software Maintenance</td> <td>\$63,855.00</td> </tr> <tr> <td>002-5102-56435 Health Fund, Non-Departmental, Telephone Maintenance</td> <td>\$341.00</td> </tr> <tr> <td>003-5103-56435 Park Fund, Non-Departmental, Telephone Maintenance</td> <td>\$2,301.00</td> </tr> <tr> <td>004-5104-56435 Road & Bridge, Non-Departmental, Telephone Maintenance</td> <td>\$2,076.00</td> </tr> <tr> <td>045-4500-56435 Assessment Fund, Non-Departmental, Telephone Maintenance</td> <td>\$548.00</td> </tr> <tr> <td style="text-align: right;">Total</td> <td>\$89,512.13</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$89,512.13	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$89,512.13	Amount budgeted for this item * (including transfers):	\$89,512.13	Source of funding (name of fund) and account code number; FROM / TO		001-5101-56435 General Fund, Non-Departmental, Telephone Maintenance	\$20,391.13	001-5101-56662 General Fund, Non-Departmental, Software Maintenance	\$63,855.00	002-5102-56435 Health Fund, Non-Departmental, Telephone Maintenance	\$341.00	003-5103-56435 Park Fund, Non-Departmental, Telephone Maintenance	\$2,301.00	004-5104-56435 Road & Bridge, Non-Departmental, Telephone Maintenance	\$2,076.00	045-4500-56435 Assessment Fund, Non-Departmental, Telephone Maintenance	\$548.00	Total	\$89,512.13
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): Resolution 18034, December 3, 2012</p>																								
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Cassandra Cheek, Senior Buyer, 881-3265</p>																								
<p>REQUEST SUMMARY</p>	<p>The Information Technology Department requires a Contract for furnishing of a Maintenance Agreement on the VoIP Telephone Systems to cover hardware and software. SKC Communications installed the telephone system and would be considered a Sole Source for the maintenance on that system.</p> <p>Pursuant to Section 1030.0 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of a Maintenance Agreement on the VoIP Telephone Systems for use by the Information Technology Department at a total cost to the County not to exceed \$89,512.13 , as a Sole Source Purchase to SKC Communications of Shawnee Mission.</p>																								

	<p>The Director of Finance and Purchase also request the transfer of \$41,997.00 within the information Technology Department's budget as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: right; width: 60%;">FROM:</td> <td style="width: 40%;">TO:</td> </tr> <tr> <td>001-5101-56435 General Fund, Non-Departmental, Telephone MA</td> <td>\$13,081.00</td> </tr> <tr> <td>001-5101-56430 General Fund, Non-Departmental, Telephone Utility</td> <td>\$28,916.00</td> </tr> <tr> <td>001-5101-56662 General Fund, Non-Departmental, Software MA</td> <td>\$41,997.00</td> </tr> </table>		FROM:	TO:	001-5101-56435 General Fund, Non-Departmental, Telephone MA	\$13,081.00	001-5101-56430 General Fund, Non-Departmental, Telephone Utility	\$28,916.00	001-5101-56662 General Fund, Non-Departmental, Software MA	\$41,997.00
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001-5101-56662 General Fund, Non-Departmental, Software MA	\$41,997.00									
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)									
ATTACHMENTS	Memorandum from Mr. Ken Larson, Director of Information Technology and a Quotation from SKC Communications									
REVIEW	Department Director: 	Date: 6/23/2014								
	Finance (Budget Approval): If applicable 	Date: 6-23-14								
	Division Manager: 	Date: 6/26/14								
	County Counselor's Office:	Date:								

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

**Fiscal Note:
Jackson County, Missouri**

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

PC# _____

Date: June 23, 2014 RES # 18558

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
General Fund - 001			
5101 - Non-Departmental	56430 - Telephone Utility	41,997	
	56662 - Software Maintenance		41,997

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: June 23, 2014 RES # _____

<u>Department / Division</u>	<u>Character/Description</u>	<u>RES #</u>	<u>Not to Exceed</u>
General Fund - 001			
5101 - Non-departmental	56435 - Telephone Maintenance		20,392
	56662 - Software Maintenance		63,855
Health Fund - 002			
5102 - Non-departmental	56435 - Telephone Maintenance		341
Park Fund - 003			
5103 - Non-departmental	56435 - Telephone Maintenance		2,301
Special Road and Bridge - 004			
5104 - Non-departmental	56435 - Telephone Maintenance		2,076
Assessment Fund - 045			
4500 - Non-departmental	56435 - Telephone Maintenance		548
			89,513

Deborah A. Ball 6-23-14
Budgeting

Fran Culbertson / nz
 May 23, 2014
 MSQT #425065
 Valid to: 9/19/14



Jackson County
 Avaya Maintenance Renewal Quote

Material Code	Qty	Model #	Term	Monthly List Price	Extended List Price	SKC Price
Sold To 4241967						
00000000000230198	3	SA PARTS NBD SUPT CM LARGE GATEWAY 1YR PREPD	12 months	\$ 65.00	\$ 2,340.00	\$ 1,931.67
00000000000230168	1	SA PARTS NBD SUPT CM MEDIUM GATEWAY 1YR PREPD	12 months	\$ 50.00	\$ 600.00	\$ 495.30
00000000000230078	2	SA PARTS NBD SUPT CM LARGE SERVER 1YR PREPD	12 months	\$ 250.00	\$ 6,000.00	\$ 4,953.00
00000000000230018	1	SA PARTS NBD SUPT CM SMALL SERVER 1YR PREPD	12 months	\$ 33.00	\$ 396.00	\$ 326.90
00000000000230228	3	SA PARTS NBD SUPT MM STORAGE/APPLICATION SERVER 1YR PREPD	12 months	\$ 154.00	\$ 5,544.00	\$ 4,576.57
00000000000238597	2990	SA ESSENTIAL SUPT AURATM R5 STD ED 1001+ N1 1YR PREPD	12 months	\$ 0.77	\$ 27,627.60	\$ 22,783.80
00000000000231923	5500	SA ESSENTIAL SUPT MODULAR MSG R5 SEAT 1YR PREPD	12 months	\$ 0.75	\$ 49,500.00	\$ 41,071.80
Sold To 5128944						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
Sold To 5128946						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
Sold To 5128948						
00000000000230168	1	SA PARTS NBD SUPT CM MEDIUM GATEWAY 1YR PREPD	12 months	\$ 50.00	\$ 600.00	\$ 495.30
00000000000230018	1	SA PARTS NBD SUPT CM SMALL SERVER 1YR PREPD	12 months	\$ 33.00	\$ 396.00	\$ 326.90
Sold To 5128949						
00000000000230168	1	SA PARTS NBD SUPT CM MEDIUM GATEWAY 1YR PREPD	12 months	\$ 50.00	\$ 600.00	\$ 495.30
00000000000230018	1	SA PARTS NBD SUPT CM SMALL SERVER 1YR PREPD	12 months	\$ 33.00	\$ 396.00	\$ 326.90
Sold To 5128950						
00000000000230168	1	SA PARTS NBD SUPT CM MEDIUM GATEWAY 1YR PREPD	12 months	\$ 50.00	\$ 600.00	\$ 495.30
00000000000230018	1	SA PARTS NBD SUPT CM SMALL SERVER 1YR PREPD	12 months	\$ 33.00	\$ 396.00	\$ 326.90
Sold To 5128957						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
Sold To 5129023						
00000000000230168	1	SA PARTS NBD SUPT CM MEDIUM GATEWAY 1YR PREPD	12 months	\$ 50.00	\$ 600.00	\$ 495.30
00000000000230018	1	SA PARTS NBD SUPT CM SMALL SERVER 1YR PREPD	12 months	\$ 33.00	\$ 396.00	\$ 326.90
Sold To 5129025						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
Sold To 5129026						

Material Code	Qty	Model #	Term	Monthly List Price	Extended List Price	SKC Price
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
Sold To 5129027						
00000000000230168	1	SA PARTS NBD SUPT CM MEDIUM GATEWAY 1YR PREPD	12 months	\$ 50.00	\$ 600.00	\$ 495.30
Sold To 5129029						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
00000000000230018	1	SA PARTS NBD SUPT CM SMALL SERVER 1YR PREPD	12 months	\$ 33.00	\$ 396.00	\$ 326.90
Sold To 5129031						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
00000000000230018	1	SA PARTS NBD SUPT CM SMALL SERVER 1YR PREPD	12 months	\$ 33.00	\$ 396.00	\$ 326.90
Sold To 5129033						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
Sold To 5129034						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
Sold To 5129036						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
00000000000230018	1	SA PARTS NBD SUPT CM SMALL SERVER 1YR PREPD	12 months	\$ 33.00	\$ 396.00	\$ 326.90
Sold To 5129037						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
00000000000230018	1	SA PARTS NBD SUPT CM SMALL SERVER 1YR PREPD	12 months	\$ 33.00	\$ 396.00	\$ 326.90
Sold To 5129039						
00000000000230198	1	SA PARTS NBD SUPT CM LARGE GATEWAY 1YR PREPD	12 months	\$ 65.00	\$ 780.00	\$ 643.89
00000000000230048	1	SA PARTS NBD SUPT CM MEDIUM SERVER 1YR PREPD	12 months	\$ 108.00	\$ 1,296.00	\$ 1,069.85
Sold To 5129040						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
00000000000230018	1	SA PARTS NBD SUPT CM SMALL SERVER 1YR PREPD	12 months	\$ 33.00	\$ 396.00	\$ 326.90
Sold To 5129044						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
Sold To 5129281						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
Sold To 5129282						
00000000000230138	1	SA PARTS NBD SUPT CM SMALL GATEWAY 1YR PREPD	12 months	\$ 42.00	\$ 504.00	\$ 416.05
						\$ 89,512.13



Res. 18558

MANAGEMENT INFORMATION SYSTEMS

816-881-3151

JACKSON COUNTY COURTHOUSE

415 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106

TO: Barbara Casamento, Purchasing Supervisor

From: Ken Larson, IT & GIS Director

Date: June 20, 2014

Subject: SKC to provide telephone (land lines) hardware and software maintenance.

We need to have a continuous telephone hardware and software maintenance contract in place to keep the telephones and telephone systems working properly. We would like to use SKC as a sole-source provider relying on SKC's expertise and specific detailed knowledge of the County systems. SKC helped to install our Avaya system and in 2013 SKC certified all of our telephones, software, server and all other telephone-related hardware. SKC became our telephone maintenance provider in 2012.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute addenda to the Cooperative Agreements with Hope House, New House, and Rose Brooks domestic violence shelters in order to provide assistance to victims of domestic violence during 2014, at an aggregate cost to the County not to exceed \$29,902.00.

RESOLUTION NO. 18559, June 30, 2014

INTRODUCED BY James D. Tindall, County Legislator

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

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

WHEREAS, pursuant to section 8700., Jackson County Code, 1984, the Board of Domestic Violence Shelters ("Board") was established to administer the distribution of fees collected pursuant to state statutes and the Code; and,

WHEREAS, by Resolution 18364, dated January 13, 2014, the Legislature did authorize the execution of cooperative agreements with the Shelters in an aggregate amount of \$100,000.00, representing the funding allocation for the first half of 2014; and,

WHEREAS, the Board met on June 16, 2014, and recommended the allocation of the remaining 2014 revenues based on further revenue projections, for equal distribution to the three eligible shelters; and,

WHEREAS, the Board recommends that the County Executive be authorized to execute amendments to the cooperative agreements with the domestic violence shelters in the amount of \$9,967.33 each, at an aggregate cost to the County not to exceed \$29,902.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the addenda, in a form to be approved by the County Counselor, with Hope House, New House, and Rose Brooks domestic violence shelters for 2014 in the amount of \$9,967.33 each, for an aggregate cost to the County not to exceed \$29,902.00; and,

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

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

APPROVED AS TO FORM:


Senior Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18559 of June 30, 2014, was duly passed on _____, 2014 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: 041 7101 56790
ACCOUNT TITLE: Domestic Abuse Fund
Domestic Violence Assistance
Other Contractual Services
NOT TO EXCEED: \$29,902.00


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord. No.: 18559

Sponsor(s): James D. Tindall

Date: June 30, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to execute addenda to the Cooperative Agreements with Hope HOUse, New House, and Rose Brooks Domestic Violence Shelters in order to provide assistance to victims of Domestic Violence during 2014, at an aggregate cost to the County not to exceed \$29,902.00</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$29,902.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$100,00.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$129,902.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$129,902.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO Domestic Abuse Fund/Domestic Violence Assistance/ Other Contractual Services</td> <td>FROM ACCT 041-7101-56790 TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$171,148.00 Prior Year Actual Amount Spent (if applicable):\$171,148.00</p>	Amount authorized by this legislation this fiscal year:	\$29,902.00	Amount previously authorized this fiscal year:	\$100,00.00	Total amount authorized after this legislative action:	\$129,902.00	Amount budgeted for this item * (including transfers):	\$129,902.00	Source of funding (name of fund) and account code number; FROM / TO Domestic Abuse Fund/Domestic Violence Assistance/ Other Contractual Services	FROM ACCT 041-7101-56790 TO ACCT
Amount authorized by this legislation this fiscal year:	\$29,902.00										
Amount previously authorized this fiscal year:	\$100,00.00										
Total amount authorized after this legislative action:	\$129,902.00										
Amount budgeted for this item * (including transfers):	\$129,902.00										
Source of funding (name of fund) and account code number; FROM / TO Domestic Abuse Fund/Domestic Violence Assistance/ Other Contractual Services	FROM ACCT 041-7101-56790 TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. 18364, Dated January 13, 2014</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone):</p>										
<p>REQUEST SUMMARY</p>	<p>Pursuant to section 8700, <u>Jackson County Code</u>, the Board of Domestic Violence Shelters was established to administer the distribution of fees collected pursuant to state statues and the Code. The Board is required to distribute funds twice a year.</p> <p>Resolution 18364, dated January 13, 2014, authorized payments in the amount of \$33,333.00 to each shelter representing the first one-half year of funding for the shelters.</p> <p>The Board met on June 16, 2014, to recommend the allocation of the remaining 2014 revenues, for equal distribution to the three shelters. The remaining revenues are \$29,902.00, to be distributed to each of the three shelters: Hope House, Rose Brooks, and New House.</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:	Date:
	Finance (Budget Approval): <i>If applicable</i> <i>Deborah S Ball</i>	Date: <i>6-23-14</i>
	Division Manager: <i>Cathy Kelly</i>	Date: <i>6-24-14</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 County Executive to execute addenda to the COMBAT Treatment Cooperative Agreements with Swope Health Services and ReDiscover, at no additional cost to the County.

RESOLUTION NO. 18560, June 30, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, by Resolution 18403, dated February 10, 2014, the Legislature did authorize the execution of Cooperative Agreements with Swope Health Services in the amount of \$247,250.00 and with ReDiscover in the amount of \$400,000.00, to provide substance abuse treatment funded by the Anti-Drug Sales Tax Fund; and,

WHEREAS, Swope Health Services experienced a mold problem at its residential treatment site, making it necessary to transfer clients from its facility to the ReDiscover treatment program; and,

WHEREAS, as a result, ReDiscover incurred additional costs in the amount of \$15,495.00; and,

WHEREAS, this matter was brought before the Jackson County Drug Commission and the Commission recommends the modification to the Cooperative Agreements with Swope Health and ReDiscover; and,

WHEREAS, as a result of the requested changes, Swope Health Services Agreement will be modified to reduce its funding by \$15,495.00 and ReDiscover's Agreement will be

modified to increase its funding by \$15,495.00, to cover the additional costs incurred; and,

WHEREAS, Addenda to the Cooperative Agreements with each agency is a suitable mechanism to memorialize the budget modifications; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Addenda to the Cooperative Agreements with the Swope Health Services and ReDiscover, at no additional cost to the County, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18560 of June 30, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

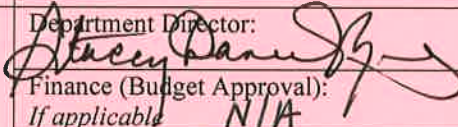
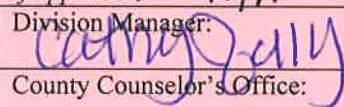
Completed by County Counselor's Office:

Res/Ord No.: 18560 ~~39~~

Sponsor(s): Dan Tarwater

Date: June 30, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the County Executive to amend agreements with Swope Health Services and ReDiscover, funded by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, which are engaged in substance abuse treatment activities and purposes, resulting in a decrease in the funding allocation to Swope Health Services in the amount of \$15,495, and increasing the funding allocation to ReDiscover in the amount of \$15,495, which results in no additional cost to the County.</p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="316 667 1193 1102"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$647,250.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$647,250.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$647,250.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td>FROM: 008-4404-56080, 4404-2014-021 Anti-Drug, Treatment, Other Professional Services</td> <td>\$15,495.00</td> </tr> <tr> <td>To: 008-4404-56080, 4404-2014-016 Anti-Drug, Treatment, Other Professional Services</td> <td>\$15,495.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$2,565,723.00</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$647,250.00	Total amount authorized after this legislative action:	\$647,250.00	Amount budgeted for this item * (including transfers):	\$647,250.00	Source of funding (name of fund) and account code number;		FROM: 008-4404-56080, 4404-2014-021 Anti-Drug, Treatment, Other Professional Services	\$15,495.00	To: 008-4404-56080, 4404-2014-016 Anti-Drug, Treatment, Other Professional Services	\$15,495.00
Amount authorized by this legislation this fiscal year:	\$0.00														
Amount previously authorized this fiscal year:	\$647,250.00														
Total amount authorized after this legislative action:	\$647,250.00														
Amount budgeted for this item * (including transfers):	\$647,250.00														
Source of funding (name of fund) and account code number;															
FROM: 008-4404-56080, 4404-2014-021 Anti-Drug, Treatment, Other Professional Services	\$15,495.00														
To: 008-4404-56080, 4404-2014-016 Anti-Drug, Treatment, Other Professional Services	\$15,495.00														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. #18403, February. 6, 2014</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Dave Fleming, Planning & Development Admin., 881-3572</p>														
<p>REQUEST SUMMARY</p>	<p>A Resolution authorizing the County Executive to amend agreements with Swope Health Services and ReDiscover, funded by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, which are engaged in substance abuse treatment activities and purposes, resulting in a decrease in the funding allocation to Swope Health Services in the amount of \$15,495, and increasing the funding allocation to ReDiscover in the amount of \$15,495, which results in no additional cost to the County.</p> <p>Background: The Anti-Drug Sales Tax fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match, and other anti-drug and</p>														

	<p>anti-violence initiatives in the community.</p> <p>Swope Health Systems experienced a significant obstacle within their residential facility that impacted their ability to provide residential treatment services to the Jackson County Drug Court and to Jackson County citizens, which had a significant impact on the safety and well-being of our community. ReDiscover responded to our request to assist the county in providing services so that these important services could be continued to be provided to the courts and citizens. As a result of providing these additional services, ReDiscover incurred additional costs in provided these services in the amount of \$15,495.00. This proposed legislative action would amend the contracts of these two agencies and transfer funds to cover the costs of providing these additional services.</p> <p>The Jackson County Drug Court was aware of the problem with the community provider and the willingness of ReDiscover to step in and provide assistance to the County and they were informed of the continuing collaboration during the May 13, 2014 meeting.</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	Revised Funding Recommendation Exhibit A	
REVIEW	Department Director:  Finance (Budget Approval): <i>If applicable</i> N/A Division Manager:  County Counselor's Office:	Date: 6-24-2014 Date: 6-24-14 Date: 6/24/14 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.

Name	Contract Number	Intial Funding	Adj.	Revised Funding
Swope Health Services	4404-2014-021	\$ 247,250.00	(\$15,495.00)	\$ 231,755.00
ReDiscover	4404-2014-016	\$ 400,000.00	\$ 15,495.00	\$ 415,495.00
		\$ 647,250.00	\$0.00	\$ 647,250.00

Jackson County
COMBAT

415 East 12th Street, Ninth Floor
Kansas City, Missouri 64106
www.combatjack.org

Res. 18560

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

June 24, 2014

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

To: Cathy Jolly

From: Dave Fleming 

Fax:
(816) 881-1416

Subject: Treatment Funding Transfer

Drug Commissioners:

Gloria Fischer

Venessa Maxwell-Lopez

Gene Morgan

Marva M. Moses

Keith Querry

Anita Russell

Joseph Spalitto, DDS

James Witteman, Jr.

COMBAT is preparing the attached Request for Legislative Action for the amendments of contracts for Swope Health Systems and ReDiscover at no additional cost to the county.

Swope Health Systems experience a significant mold problem at their residential treatment site which required them to remove clients from the facility. In order to continue to provide a critical treatment component to the County, and especially for the Jackson County Drug Court, ReDiscover was able to assist in ensuring that this critical treatment need was provided. As a result, ReDiscover incurred additional costs to their agency in the amount of \$15,495.00. This proposed RLA amends the contracts for the two agencies and transfers from funds from one contract to the other.

The Jackson County Drug Commission was aware of this situation as it occurred and has recommended that this action be forwarded to the Legislature. Should you need additional information, please let us know.

Attachments

Cc: Stacey Daniels-Young
Vince Ortega
Carol Lillis

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of an uninterrupted power supply system for the dispatch equipment at the Sheriff's Emergency Operations Center to Motorola Solutions, Inc., of Schaumburg, IL, under the terms and conditions set forth in City of Kansas City, Missouri Contract No. EV0593, an existing government contract, at an actual cost to the County not to exceed \$58,560.00.

RESOLUTION NO. 18561, June 30, 2014

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, by Ordinance 4471, dated November 5, 2012, the Legislature did award a contract to Motorola Solutions, Inc., for the furnishing of a narrow band public radio system for use by the Sheriff's Office, Parks and Recreation Department, Public Works Department, Emergency Management, and the Transportation Unit of the Department of Corrections, as required by the Federal Communication Commission; and,

WHEREAS, by Resolution 18276, dated October 14, 2013, the Legislature authorized the execution of a User Agency Master Site Port Agreement necessary for the County to join the Metropolitan Area Regional Radio System (MARRS), which was established to further local government communication interoperability; and,

WHEREAS, an uninterrupted power supply capable of sustaining power in case of emergencies is needed for the upgrade to the dispatch equipment at the new Sheriff's Headquarters; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of an uninterrupted power supply to Motorola Solutions, Inc., of Schaumburg, IL, under the terms and conditions set forth in the City of Kansas City, Missouri Contract No. EV0593, an existing government contract, at an actual cost to the County not to exceed \$58,560.00; and,

WHEREAS, the Director of Finance and Purchasing recommends award to Motorola, Inc., under the existing government contract due to the higher volume discounts offered to larger entities; and,

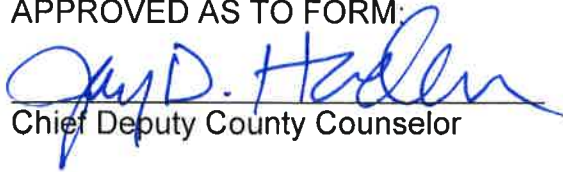
WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Director of Finance and Purchasing is required to submit any purchase under an existing government contract which exceeds \$25,000.00 to the Legislature for approval; now therefore,

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

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby 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. 18561 of June 30, 2014, was duly passed on _____, 2014 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: 010 4245 58170
ACCOUNT TITLE: Grant Fund
Sheriff EOC
Other Equipment
NOT TO EXCEED: \$45,760.00

ACCOUNT NUMBER: 004 5104 56080
ACCOUNT TITLE: Special Road and Bridge Fund
Non-Departmental
Other Professional Services
NOT TO EXCEED: \$12,800.00


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18561

Sponsor(s): James D. Tindall

Date: June 30, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase and installation of an Uninterrupted Power Supply (UPS) to cover the dispatch equipment and EOC per the attached Quotation for the Sheriff's Department from Motorola Solutions Inc. or Schaumburg, IL under the terms and conditions of City of Kansas City, Missouri Contract No.: EV0593, an existing government contract.</u></p>																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$58,559.75</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>\$58,559.75</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$58,559.75</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> <tr> <td>010-4245-58170 Grant Fund, Sheriff EOC, Other Equipment</td> <td>\$45,759.75</td> </tr> <tr> <td>004-5104-56080 Special Road & Bridge, Non-Departmental, Other Professional Services</td> <td>\$12,800.00</td> </tr> <tr> <td style="text-align: right;">Total</td> <td>\$58,559.75</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$58,559.75	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$58,559.75	Amount budgeted for this item * (including transfers):	\$58,559.75	Source of funding (name of fund) and account code number; FROM / TO		010-4245-58170 Grant Fund, Sheriff EOC, Other Equipment	\$45,759.75	004-5104-56080 Special Road & Bridge, Non-Departmental, Other Professional Services	\$12,800.00	Total	\$58,559.75
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004-5104-56080 Special Road & Bridge, Non-Departmental, Other Professional Services	\$12,800.00																
Total	\$58,559.75																
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): O.#4471, Nov. 5, 2012 Prior resolutions and (date): R.#18276, Oct. 14, 2013</p>																
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Cassandra Cheek, Senior Buyer, 881-3265</p>																
<p>REQUEST SUMMARY</p>	<p>The Sherriff's Department is working to upgrade their dispatch area at the new Sheriff's Headquarters by joining the P25 Metro Area Regional Radio System (MARRS). As part of this project a new dispatch console and related radio equipment will be installed requiring the use of an uninterrupted power supply (UPS) capable of sustaining power in case of emergencies.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of an Uninterrupted Power Supply per the attached Quotation for the Sherriff's Department to Motorola Solutions Inc. of Schaumburg, IL under the terms and conditions set for in City of Kansas City, Missouri Contract No EV0593.</p> <p>The Director of Finance and Purchasing recommends the purchase made under this contract due to higher volume discounts offered to larger government entities.</p>																
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																
<p>ATTACHMENTS</p>	<p>Motorola Solutions Quotation, and Pertinent pages of KCMO Contract No. EV0593</p>																

REVIEW

Department Director:

[Handwritten signature]

Date:

23 June 2014

Finance (Budget Approval):

If applicable

Date:

Division Manager:

Shelly Temple-Knewen

Date:

6/24/2014

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.



MOTOROLA SOLUTIONS

Effective: June 20,2014

Effective To: July 30,2014

Bill To: Jackson County MO

Ultimate Destination Same as Bill To

Attention:

Name: Amiee Wenson
 Email: AWenson@jacksongov.org
 Phone: 816-881-3073

Sales Contact:

Name: Sean Kostelnik
 Email:
 Phone: 913-213-3486

Contra KCMO contract
 Freight FOB Destination
 Payme Net 30 Due

<u>Qty.</u>	<u>Description</u>	<u>Model</u>	<u>APC Cod</u>	<u>List Price</u>	<u>Conti</u>	<u>Extended Price</u>
1	UPS, NX 30KVA/24KW, 3-PH, 25 MN RUN	DSNX24KW208V025B	207	6,1013.00	25%	\$45,759.75
1	Site Development		306	12,800.00	0%	\$12,800.00

\$58,559.75

\$58,559.75

THIS QUOTE IS BASED ON THE FOLLOWING:

1. This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
 2. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
 3. Purchaser will be responsible for shipping costs, which will be added to the invoice.
 4. Prices quoted are valid for thirty (30) days from the date of this quote.
 5. Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.
- MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- Thank you for your consideration of Motorola products.**



MODIFICATION OF CONTRACT

Res. 18561

1. Modification No.: 3 Effective Date: 11-17-2013	2. Contract No.: EV0593 Effective Date: 12-16-2009
3. Senior Buyer: Keely Golden, CPPB Telephone Number: (816) 513-3670	5. Supplier – Name and Address MOTOROLA, INC. ATTN: BRUCE MARLEY, LAW DEPT. 1301 EAST ALGONQUIN RD, IL02-SH5 SHAUMBERG, IL 60196
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

COMPLIANT RADIO NETWORK

Contract **EV0593** is renewed for one (1) year, at the current pricing level, November 17, 2013 to November 16, 2014 by exercising the second option to renew, the authority for which is contained in Exhibit A, Terms And Conditions.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV0593** remain unchanged.

8. City of Kansas City, Missouri

By: **Keely Golden, CPPB**

Senior Buyer, Procurement Services

This Day: 11/21/13



MODIFICATION OF CONTRACT

Res. 18561

1. Modification No.: 1 Effective Date: 08/03/2011	2. Contract No.: EV0593 Effective Date: 12/16/2009
3. Senior Buyer: Keely Golden Telephone Number: (816) 513-3670	5. Supplier – Name and Address Motorola, Inc. Attention: Bruce Marley, Law Department 1301 East Algonquin Road, IL02-SH5 Schaumburg IL 60196
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

COMPLAINT RADIO NETWORK

Contract **EV0593** is utilizing the cooperative language to the contract effective as of 08/03/2011.

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

Yes No

All other Terms and Conditions of Contract **EV0593** remain unchanged.

8. City of Kansas City, Missouri

By: Keely Golden, CPPB



 Senior Buyer

This Day: **August 3, 2011**

CONTRACT FOR SERVICES
CONTRACT NO. EV00000593
CITY MANAGER'S OFFICE

Res. 18561

THIS CONTRACT is dated this 16th day of December, 2009 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and MOTOROLA, INC. (Contractor), whereby Contractor shall provide P-25 compliant radio network services to the City in accordance with the terms and conditions contained in this contract.

PART I
SPECIAL AND STANDARD TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

Sec. 1. Work to be Performed. Contractor shall perform the work and supply the goods, equipment or services specified in Attachment I, Specification/Scope of Work and any addenda thereto attached hereto and incorporated into this Contract.

Sec. 2. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is \$31,832,212.81. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: As per the milestones described in Attachment 7.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form as described in this contract and its attachments, correctly computed, and is approved as payable under the terms of this Contract.
- E. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 3. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 4. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special and Standard Contract Terms and Conditions of Part I and the General Conditions of Part II of this Contract, Part I will be controlling. In the event of any conflict or ambiguity between Parts I and II of this Contract and any Attachment to this Contract, Parts I and II will be controlling.

Sec. 5. Contract Attachments. The following documents are Attachments to this Contract and are attached hereto and incorporated herein by this reference:

- Attachment 1- Statement of Work
- Attachment 2- System Description
- Attachment 3- Coverage Acceptance Test Plan
- Attachment 4- Project Plan
- Attachment 5- Point by Point
- Attachment 6- Pricing Detail
- Attachment 7- Payment Plan and Milestone Breakdown
- Attachment 8- Responsibility Matrix
- Attachment 9- Subcontractor Listing including MBE/WBEs
- Attachment 10- Site Documentation Matrix
- Attachment 11- Site Equipment Relocation Matrix
- Attachment 12- Subscriber Unit Price List
- Attachment 13- Equipment Spares List
- Attachment 14- Furniture Pricing
- Attachment 15- Ongoing Service Price List
- Attachment 16- Contractor Support Priority, Response and Resolution Guidelines
- Attachment 17- City Support Escalation Procedures
- Attachment 18- Test Equipment Matrix
- Attachment 19- ESS
- Attachment 20- Insurance Certificate
- Attachment 21- RESERVED- Performance Bond
- Attachment 22- RESERVED- Payment Bond
- Attachment 23- RESERVED- Revenue Clearance

Sec. 6. Minority and Women's Business Enterprises. The goals for this contract are 13% for Minority Business Enterprises (MBE) participation and 10% for Women's Business Enterprises (WBE) participation. The responsibilities of the Contractor are specified in Article 6.10.G of the General Conditions found in Part II of this Contract. (Motorola needs clarification as to what exactly this applies to – services, products, etc.).

Sec. 7. Term. This Contract shall begin on the date of execution and shall terminate one year from such date of execution. The City is granted the option of four annual Contract renewals whereby the terms of this Contract could be renewed for a period of up to one year by Amendment.

Sec. 8. Software Licensing Agreement. The parties shall enter into a Software Licensing Agreement for the license of software for this project, and it is the intention of the parties that the execution of such Licensing Agreement be contemporaneous, or nearly contemporaneous, with the execution of this Contract. The Software Licensing Agreement is identified as Kansas City Contract Number EV0909.

STANDARD TERMS AND CONDITIONS

Sec. 9. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 10. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

Sec. 11. Waiver or Modification.

- A. Except as specifically provided in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.
- B. If the City shall waive any provision of this Contract, it shall not operate as the City's waiver of the Contractor's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

Sec. 12. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 13. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. If any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 14. City's Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 15. Rules of Contract Construction. City and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

Sec. 16. Extension of Contract Term. City shall have a unilateral right to extend the term of this Contract beyond the expiration of the initial contract term and all contract renewal terms until the City has executed a new contract.

Sec. 17. Employee Eligibility Verification.

- A. Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).
- B. Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security(E-Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986.

- C. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221678150shtm . For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 18. Invoicing and Payment.

Motorola will submit invoices to City according to the schedule in Attachment 7. Except for a payment that is due on the Effective Date, City will make payments to Motorola within forty-five (45) days after the date of each invoice. City will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

All invoices must be received hard copy to the address listed below.

EV0593- Compliant Radio Network

City of Kansas City, MO

414 E. 12th St., 1st fl. West

Kansas City, MO 64106

Attn: Senior Buyer: Specializing in Technology Purchases

Sec. 19 Final Payment

A. Application for Payment

1. After CONTRACTOR has completed all work and delivered in accordance with the Contract Documents all required maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.13) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation required by the Contract Documents, including but not limited to the evidence of insurance required by Subparagraph 5.04 B.7;

b. 00480 HRD 12: Affidavit of Actual Utilization; and

c. 01290.14 "Contractor Affidavit for Final Payment" from CONTRACTOR and 01290.15 "Subcontractor Affidavit for Final Payment" from all Subcontractors, regardless of tier.

B. Review of Application and Acceptance

1. If, on the basis of CITY's Representative's observation of the Work during construction and final inspection, and CITY's Representative's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, CITY's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY's Representative will, within ten (10) days after receipt of the final Application for Payment, indicate in writing CITY's Representative's recommendation of payment and present the Application to CITY for payment. At the same time CITY will also give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of Paragraph 14.09.

2. Otherwise, CITY will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application to CITY. After the presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, including applicable federal and state prevailing wage provisions, the amount will become due and will be paid by CITY to CONTRACTOR in accordance with Laws and Regulations.

Sec. 20 Title

1. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to City upon shipment. Title to Software will not pass to City at any time. Risk of loss will pass to City upon delivery of the Equipment to the custody of City at the City-designated site in accordance with the City's instructions. Motorola will pack and ship all Equipment in accordance with good commercial practices.

2. Kansas City is the ultimate destination where the Equipment will be delivered to the Owner.

3. Owner may change this information by giving written notice to Motorola.

4. The Ship-to address is:

Motorola c/o Commenco, Inc.

4901 Bristol Ave.

Kansas City, MO 64129

THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify): _____

CONTRACTOR

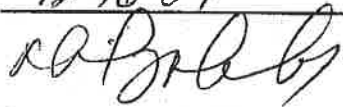
I hereby certify that I have authority to execute
this document on behalf of Contractor

Contractor: Motorola

By: Daniel J. Delaney

Title: MSSI Vice President

Date: 12-16-09



(Affix Corporate Seal)

KANSAS CITY, MISSOURI

By: [Signature] 12/16/09
City-Manager (Date)

Reviewed by:
[Signature] 12/16/09
Cedric Rowan (Date)

Manager of Procurement Services

[Signature] 12/16/2009
Richard A. Dyer (Date)

Fire Chief

[Signature] 12-18-09
James Corwin (Date)

Police Chief

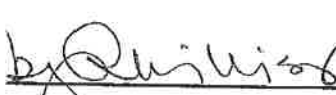
Approved as to form:

 12 / 18 / 09

(Date)

Alan Holtkamp
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

 12/23/09

(Date)

Jeffrey Yates
Director of Finance