

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$7,300.00 within the 2020 Special Road & Bridge Fund and authorizing a contract for annual software maintenance for use by the Parks + Rec and Public Works Departments to Cartegraph of Dubuque, IA, at an actual cost to the County in the amount of \$54,600.00.

RESOLUTION NO. 20413, April 20, 2020

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, by Resolution 19415, dated March 9, 2017, the Legislature did award a contract for asset tracking software for use by the Parks + Rec and Public Works Departments to Cartegraph of Dubuque, IA, at an actual cost to the County in the amount of \$54,600.00; and,

WHEREAS, the County has annually contracted since that time with Cartegraph for annual maintenance of its proprietary asset tracking software, as a sole source purchase; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing again recommends a contract with Cartegraph of Dubuque, IA, as a sole source purchase, based upon Cartegraph's status as the sole provider of maintenance for its own proprietary asset tracking software

WHEREAS, a transfer is required to place needed funds in the appropriate spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the flowing transfer be made within the 2020 Special Road & Bridge Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road & Bridge Fund Road & Bridge Maintenance			
004-1506	56790- Other Contractual Services	\$7,300	
004-1506	56662- Software Maintenance		\$7,300

and,

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

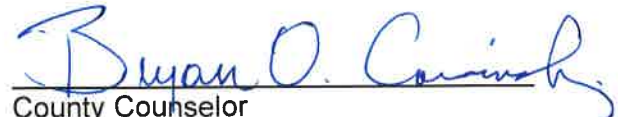
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment, on the contract.

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. 20413 of April 20, 2020, was duly passed on _____, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 004 1506 56790
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Other Contractual Services
NOT TO EXCEED: \$7,300.00

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: 003 1602 56662
ACCOUNT TITLE: Park Fund
Park Operations
Software Maintenance
NOT TO EXCEED: \$27,300.00

ACCOUNT NUMBER: 004 1506 56662
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Software Maintenance
NOT TO EXCEED: \$27,300.00

4-16-2020
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION


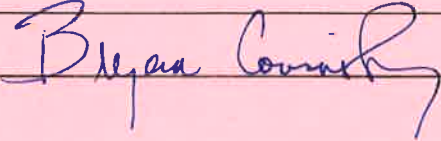
Completed by County Counselor's Office:

Res/Ord No.: 20413

Sponsor(s): Crystal Williams

Date: April 20, 2020

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting the transfer of funds within the Special Road and Bridge Fund and authorizing the purchase of a Annual Software Maintenance Contract for use by Parks + Rec Department and the Public Works Department from Cartegraph of Dubuque, Iowa in the amount of \$54,600 as a Sole Source purchase</u></p>																										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$54,600</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$54,600</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$54,600</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>TRANSFER from: 004-1506-56790 Special Road & Bridge Fund, Public Works Road & Bridge, Other Contractual Services</td> <td style="text-align: right;">\$ 7,300</td> </tr> <tr> <td>TRANSFER to: 004-1506-56662 Special Road & Bridge Fund, Public Works Road & Bridge, Software Maintenance</td> <td style="text-align: right;">\$ 7,300</td> </tr> <tr> <td>004-1506-56662 Special Road & Bridge Fund, Public Works Road & Bridge, Software Maintenance</td> <td style="text-align: right;">\$20,000</td> </tr> <tr> <td>SUB-TOTAL</td> <td style="text-align: right;">\$27,300</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>003-1602-56662 Park Fund, Park Operations, Software Maintenance</td> <td style="text-align: right;">\$27,300</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$54,600</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:	\$54,600	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$54,600	Amount budgeted for this item * (including transfers):	\$54,600	Source of funding (name of fund) and account code number:		TRANSFER from: 004-1506-56790 Special Road & Bridge Fund, Public Works Road & Bridge, Other Contractual Services	\$ 7,300	TRANSFER to: 004-1506-56662 Special Road & Bridge Fund, Public Works Road & Bridge, Software Maintenance	\$ 7,300	004-1506-56662 Special Road & Bridge Fund, Public Works Road & Bridge, Software Maintenance	\$20,000	SUB-TOTAL	\$27,300			003-1602-56662 Park Fund, Park Operations, Software Maintenance	\$27,300			TOTAL	\$54,600
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TOTAL	\$54,600																										
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): 19415, 3/13/2017</p>																										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																										
REQUEST SUMMARY	<p>The Annual Software Maintenance Agreement for the Software used to Track Assets for the Parks + Rec Department and the Public Works Department has expired. The departments would like to renew the agreement for 2020. Cartegraph would be considered a Sole Source for this Agreement as they are the developer of the Software.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing, the Director of Parks + Rec and the Director of Public Works recommend the purchase of this Annual Maintenance Agreement as a Sole Source purchase.</p> <p>The Director of Finance and Purchasing also requests the transfer of funds within the Special Road and Bridge Fund as follows:</p> <table style="width:100%; margin-top: 10px;"> <tr> <td style="width:80%;"></td> <td style="text-align: right;">From:</td> <td style="text-align: right;">To:</td> </tr> <tr> <td>004-1506-56790 Special Road & Bridge Fund, Road & Bridge, Other Contractual Svcs</td> <td style="text-align: right;">\$7,300</td> <td></td> </tr> <tr> <td>004-1506-56662 Special Road & Bridge Fund, Road & Bridge, Software Maintenance</td> <td></td> <td style="text-align: right;">\$7,300</td> </tr> </table>		From:	To:	004-1506-56790 Special Road & Bridge Fund, Road & Bridge, Other Contractual Svcs	\$7,300		004-1506-56662 Special Road & Bridge Fund, Road & Bridge, Software Maintenance		\$7,300																	
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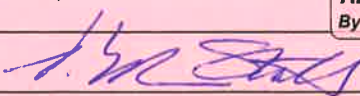
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No goals set <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Memorandum from Earl Newill of the Public Works Department and an Invoice from Cartegraph	
REVIEW	 Department Director:	Date: 4/6/2020
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	County Counselor's Office: 	Date: 4/15/20

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.

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input 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 set <input type="checkbox"/> VBE Goals		
ATTACHMENTS	Memorandum from Earl Newill of the Public Works Department and an Invoice from Cartegraph		
REVIEW	Department Director:	Date:	
	Finance (Budget Approval): <i>If applicable</i>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> APPROVED <small>By Mark Lang at 2:46 pm, Apr 07, 2020</small> </div>	Date:
	Division Manager: 		Date: 4-9-2020
	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.
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- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

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

PC# _____

Date: April 7, 2020

RES # 20413

Department / Division	Character/Description	From	To
004 Special Road & Bridge Fund			
1506 Road & Bridge Maintenance	56790 Other Contractual Services	\$ (7,300)	\$ -
1506 Road & Bridge Maintenance	56662 Software Maintenance	-	7,300

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

Department / Division	Character/Description	Not to Exceed
003 Park Fund		
1602 Park Operations	56662 Software Maintenance	\$ 27,300
004 Special Road & Bridge Fund		
1506 Road & Bridge Maintenance	56662 Software Maintenance	\$ 27,300

APPROVED
 By Mark Lang at 2:56 pm, Apr 07, 2020
 Budget Office



JACKSON COUNTY
Public Works Department

Jackson County Technology Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax: (816) 881-4448

Date: December 17, 2019
To: Barbara Casamento, Purchasing Administrator *Earl Newill*
From: Earl Newill, Chief Engineer
Re: **Sole Source Renewal Cartegraph Asset Management Software for Public Works and Parks + Rec**

Public Works and Parks + Rec use the Cartegraph software system to manage our assets. The existing contract will expire at the end of this 2019. We desire to continue using the software in 2020 and would like to pay the invoice sent by Cartegraph in the amount of \$54,600.00

Because Cartegraph is the incumbent system, and we don't have the ability to install an alternate system without going through the RFP process, we believe Cartegraph should be considered a sole source product.

The funds needed for the 2020 payment are as follows:

Public Works

Transfer from:

004-1506-56790 \$7,300.00

To:

004-1506-56662

After Transfer total funds should be \$27,300.00

Parks + Rec

Transfer from:

003-1602-56676 \$2,000

003-1602-57190 \$2,579

003-1602-57390 \$2,000

003-1602-57220 \$1000

To:

003-1602-56662

After transfer total funds should be \$27,300.00

Let me know if you have any questions about this.

Frank White, Jr., County Executive



INVOICE

3600 Digital Dr, Dubuque, Iowa, 52003, United States
 Phone: 563-556-8120 Fax: 563-556-8149
 www.Cartegraph.com
 achremit@cartegraph.com

Invoice Number	BD0000665
Invoice Date	11/7/2019
End User	
Document Type	Invoice

Billing Address

Earl Newill
 Interim Public Works Director
 Jackson County
 1030 S. Crysler
 Independence, MO 64052
 United States

Shipping Address

Jackson County
 1030 S. Crysler
 Independence, MO 64052
 United States

PO / Contract	Payment Terms	Due Date
PA467	Net 30 Days	12/7/2019

	Product Name	Term Start Date	Term End Date	Quantity	Unit Price	Tax Value	Net Value
1	Advanced Asset	1/1/2020	12/31/2020	1	\$4,016.25	\$0.00	\$4,016.25
2	Advanced Requests	1/1/2020	12/31/2020	1	\$2,677.50	\$0.00	\$2,677.50
3	Advanced Resources	1/1/2020	12/31/2020	1	\$2,677.50	\$0.00	\$2,677.50
4	Advanced User Tools	1/1/2020	12/31/2020	1	\$2,677.50	\$0.00	\$2,677.50
5	Advanced Work	1/1/2020	12/31/2020	1	\$4,016.25	\$0.00	\$4,016.25
6	Cartegraph User Pack Subscription - 100 Named Users	1/1/2020	12/31/2020	1	\$18,742.50	\$0.00	\$18,742.50
7	OMS Platform - Enterprise	1/1/2020	12/31/2020	1	\$13,387.50	\$0.00	\$13,387.50
8	Shared Hosting	1/1/2020	12/31/2020	1	\$5,250.00	\$0.00	\$5,250.00
9	Systems Integration Support	1/1/2020	12/31/2020	1	\$1,155.00	\$0.00	\$1,155.00
Net Total							\$54,600.00
Tax Total							\$0.00

	Product Name	Term Start Date	Term End Date	Quantity	Unit Price	Tax Value	Net Value
Invoice Total							\$54,600.00

GO GREEN:

GO GREEN: For your convenience, we do accept ACH/EFT payments. If you have any questions or comments about your software licensing agreement, service invoicing and setting up electronic payments, please contact Mary Jo at 800.688.2656, ext. 3312 or maryjosmock@cartegraph.com. For renewal invoice questions, please contact Stacy at 800.688.2656, ext. 3334 or stacyloney@cartegraph.com or Ashley at 800.688.2656, ext. 5298 or ashleygephart@cartegraph.com. Credit card payments: <http://www.Cartegraph.com/Payments> Please note the invoice # from above with payment. Accounts that are past due will be assessed a monthly 1.5% finance charge retroactive from the invoice date.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE rescinding Resolution 20410, dated April 20, 2020, appropriating \$181,203.00 from the undesignated fund balance of the 2020 Anti-Crime Sales Tax Fund, and authorizing the Prosecuting Attorney to execute Addendums to the Agreements with certain outside agencies which are engaged in anti-crime, anti-violence and substance use disorder treatment or prevention activities, or agencies engaged in such activities to which the County is providing grant match funds, for the purpose of providing emergency funds to defray costs directly related to the coronavirus/COVID-19 pandemic.

ORDINANCE NO. 5329, April 27, 2020

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS by Resolution 20365, dated February 3, 2020, the Legislature did authorize the Prosecuting Attorney to execute Agreements with certain outside agencies which are engaged in anti-crime, anti-violence and substance use disorder treatment activities; and,

WHEREAS by Resolution 20366, dated February 3, 2020, the Legislature did authorize the Prosecuting Attorney to execute Agreements with certain outside agencies which are engaged in anti-crime and anti-violence prevention activities and purposes; and,

WHEREAS by Resolution 20360, dated February 3, 2020, the Legislature did authorize the Prosecuting Attorney to execute Agreements with certain outside agencies which are engaged in anti-crime and anti-violent crime related activities, to provide a local match to federal, state, local, and/or private grants; and,

WHEREAS, the ongoing coronavirus/COVID-19 pandemic has required COMBAT funded agencies to incur unanticipated costs related to the need to restructure their delivery of

services and purchase products and supplies to comply with safety guidelines, especially agencies and treatment centers operating residential treatment facilities; and,

WHEREAS, the attached Exhibit A indicates Jackson County COMBAT Commission's recommendations for additional funding based on forms submitted and reviewed at meetings held on April 10 and April 17, 2020; and,

WHEREAS, this additional, emergency funding is intended to defray the unanticipated increased operating costs associated with the ongoing coronavirus/COVID-19 pandemic; and,

WHEREAS, the execution of Addendums to the Agreements authorized by Resolutions 20365, 20366, and 20360, for the services of these agencies is in the interests of the health, welfare, and safety of the citizens of Jackson County; and,

WHEREAS, an appropriation is necessary to place the needed funds in the proper spending accounts; and,

WHEREAS, by Resolution 20410, dated April 20, 2020, the Legislature previously authorized the Prosecuting Attorney to execute Addendums to the Agreements with certain outside agencies which are engaged in anti-crime, anti-violence and substance use disorder treatment activities for the purpose of providing emergency funds to defray costs directly related to the coronavirus/COVID-19 pandemic; and,

WHEREAS, upon further review of Resolution 20410, it has been determined that the funding source for the Addendums authorized by that Resolution should be modified for reimbursement purposes, requiring the rescission of Resolution 20410; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2020 Anti-Crime Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund 008-9999	32810- Undesignated Fund Balance	\$181,203	
COMBAT Prevention 008-4402	56789- Outside Agency Funding		\$27,753
COMBAT Treatment 008-4404	56789- Outside Agency Funding		\$137,178
COMBAT Grant Match 008-4405	56789- Outside Agency Funding		\$16,272

and,

BE IT FURTHER ORDAINED that the Prosecuting Attorney be and hereby is authorized to execute Addendums to the Agreements with the outside agencies listed on Exhibit A, in the respective amounts indicated, in forms to be approved by the County Counselor; and,

BE IT FURTHER ORDAINED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreements and the Addendums thereto; and,


BE IT FURTHER ORDAINED that Resolution 20410, dated April 20, 2020, be and hereby is rescinded.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5329 introduced on April 27, 2020, was duly passed on _____, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5329.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 008 32810
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$181,203.00

4-23-2020

Date



Chief Administrative Officer

Exhibit A

COMBAT Grant Match Emergency Funding Recommendations

Vendor #	Agency Name	Amount Requested	2020 Funding Rec.
cap50323	Child Abuse Protection Assoc. (CAPA)	\$ 15,927.00	\$ 10,272.00
mrc17400	Mattie Rhodes Center (STRIVIN)	\$ 5,000.00	\$ 5,000.00
mdc24110	Morning Star	\$ 5,000.00	\$ 1,000.00
	TOTAL	\$ 20,927.00	\$ 16,272.00

Recommendation for Grant Match: \$ 16,272.00

COMBAT 2020 Prevention Emergency Funding Recommendations

Vendor #	Agency Name	Amount Requested	2020 Funding Rec.
cco29400	Calvary Community Outreach Network	\$ 10,000.00	\$ 1,200.00
cpc31000	Child Protection Center	\$ 3,950.00	\$ 2,450.00
cnb16270	Community Network for Behavioral Health Care	\$ 3,000.00	\$ 500.00
mfc32100	Foster Adopt Connect	\$ 1,500.00	\$ 1,500.00
goo8000	Goodwill	\$ 10,000.00	\$ 1,575.00
inc32100	Ivanhoe Neighborhood Council	\$ 3,390.00	\$ 540.00
min26150	MindDrive	\$ 5,000.00	\$ 1,550.00
news8110	New House	\$ 67,480.00	\$ 5,698.00
rbc27067	RoseBrooks	\$ 15,000.00	\$ 7,500.00
svi30100	Synergy	\$ 5,060.00	\$ 3,540.00
tsh12021	Twelfth Street Heritage	\$ 15,000.00	\$ 1,200.00
who91900	Westside Housing	\$ 30,000.00	\$ 500.00
	TOTAL	\$ 169,380.00	\$ 27,753.00

Recommendation for Prevention: \$ 27,753.00

COMBAT 2020 Treatment Emergency Funding Recommendations

bhi16001	Benilde Hall	\$ 25,000.00	\$ 25,000.00
cmh52010	Comprehensive Mental Health Srvc	\$ 1,000.00	\$ 1,000.00
coc42100	Cornerstones of Care	\$ 122,006.00	\$ 41,867.00
gci10150	Guadalupe Center	\$ 8,547.00	\$ 2,379.00
thh44000	Healing House	\$ 17,903.00	\$ 17,903.00
kcc15140	Heartland Center for Behavioral Change	\$ 20,000.00	\$ 18,043.00
rmh11101	ReDiscover	\$ 5,500.00	\$ 5,500.00
spi66041	Sheffield Place	\$ 5,000.00	\$ 5,000.00
sic94140	Sisters in Christ	\$ 4,500.00	\$ 4,500.00
wel14140	Welcome House	\$ 15,986.00	\$ 15,986.00
	TOTAL	\$ 225,442.00	\$ 137,178.00

Recommendation for Treatment: \$ 137,178.00

Grand Total \$ 181,203.00

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5329

Sponsor(s): Crystal Williams

Date: April 27, 2020

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An ordinance appropriating \$181,203.00 from the undesignated fund balance of the 2020 Anti-Crime Sales Tax Fund and authorizing the County Prosecutor to modify current executed agreements with certain outside agencies, in the areas of treatment, grant match and prevention activities for the purpose of providing emergency funding directly related to COVID-19 response efforts.</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>\$181,203.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$181,203.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$181,203.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td colspan="2">FROM</td> </tr> <tr> <td>Anti-Crime Sales Tax Fund 008-9999-32810 Undesignated Fund Balance</td> <td>\$181,203.00</td> </tr> <tr> <td colspan="2">TO</td> </tr> <tr> <td>Anti-Crime Sales Tax Fund 008-4402-56789 (Outside Agency Funding)</td> <td>\$27,753.00</td> </tr> <tr> <td>008-4404-56789 (Outside Agency Funding)</td> <td>\$137,178.00</td> </tr> <tr> <td>008-4405-56789 (Outside Agency Funding)</td> <td>\$16,272.00</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): \$0.00 Prior Year Actual Amount Spent (if applicable): \$0.00</p>	Amount authorized by this legislation this fiscal year:	\$181,203.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$181,203.00	Amount budgeted for this item * (including transfers):	\$181,203.00	Source of funding (name of fund) and account code number:		FROM		Anti-Crime Sales Tax Fund 008-9999-32810 Undesignated Fund Balance	\$181,203.00	TO		Anti-Crime Sales Tax Fund 008-4402-56789 (Outside Agency Funding)	\$27,753.00	008-4404-56789 (Outside Agency Funding)	\$137,178.00	008-4405-56789 (Outside Agency Funding)	\$16,272.00
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008-4405-56789 (Outside Agency Funding)	\$16,272.00																						
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): None Prior resolutions: 20410, 4/20/2020; 20365, 2/3/2020; 20366, 2/3/2020; 20360, 2/3/2020</p>																						
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Gina Robinson, Chief of Operations, 816-881-3369</p>																						
<p>REQUEST SUMMARY</p>	<p>An ordinance appropriating \$181,203.00 from the undesignated fund balance of the 2020 Anti-Crime Sales Tax Fund and authorizing the County Prosecutor to modify current executed agreements in the areas of treatment, grant match and prevention activities for the purpose of providing emergency funding directly related to COVID-19 response efforts. The County will seek reimbursement for emergency funding under the federal CARES Act.</p> <p>Exhibit A indicates the outside agencies and funding levels as recommended by the COMBAT Administration.</p> <p>Background: On March 11, the World Health Organization (WHO) officially categorized COVID-19 as a pandemic. By March 18, the County began closing its courthouse and downtown offices to the general public. Effective March 24, an emergency Stay-at-Home order was issued for Kansas City residents.</p>																						

	<p>The COVID-19 pandemic has required COMBAT funded agencies to incur unanticipated costs related to the need to restructure their delivery of services and to purchase products and supplies to comply with safety guidelines associated with the pandemic.</p> <p>Exhibit A indicates the outside agencies that the COMBAT Administration recommends receive additional emergency funding in 2020 to defray the unanticipated costs caused by the COVID-19 pandemic. These recommendations are based upon COMBAT COVID-19 Emergency Application forms submitted by COMBAT approved 2020 funding recipients in response to an online solicitation.</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)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: <i>Vincent M. Ortega</i>	Date: 04/22/2020
	Finance (Budget Approval): <i>If applicable</i>	<input checked="" type="checkbox"/> APPROVED <small>By Mark Lang at 11:28 am, Apr 23, 2020</small>
	Division Manager: <i>Juan Peters Baker</i>	Date: <i>4/22/20</i>
	County Counselor's Office: <i>Byron O. Brinkley</i>	Date: <i>4/23/2020</i>

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 be determined as such using agency placed in order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

	<p>The COVID-19 pandemic has required COMBAT funded agencies to incur unanticipated costs related to the need to restructure their delivery of services and to purchase products and supplies to comply with safety guidelines associated with the pandemic.</p> <p>Exhibit A indicates the outside agencies that the COMBAT Administration recommends receive additional emergency funding in 2020 to defray the unanticipated costs caused by the COVID-19 pandemic. These recommendations are based upon COMBAT COVID-19 Emergency Application forms submitted by COMBAT approved 2020 funding recipients in response to an online solicitation.</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)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: <i>Vincent M. Ortega</i>	Date: 04/22/2020
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>Jean Petering Baker</i>	Date: 4/22/20
	County Counselor's Office: <i>Shirley M. Schutte</i>	Date: 4/22/2020

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.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: April 22, 2020

Ord # 5329

Department / Division	Character/Description	From	To
008 Anti-Crime Sales Tax Fund			
9999 -	32810 Undesignated Fund Balance	\$ (181,203)	\$ -
4402 COMBAT Prevention	56789 Outside Agency Funding	-	27,753
4404 COMBAT Treatment	56789 Outside Agency Funding	-	137,178
4405 COMBAT Grant Match	56789 Outside Agency Funding	-	16,272
		<u>\$ (181,203)</u>	<u>\$ 181,203</u>

APPROVED
By Mark Lang at 2:56 pm, Apr 22, 2020

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$140,234.00 within the 2020 County Improvement Fund and authorizing the Director of Finance and Purchasing to execute an addendum to the contract with BNIM of Kansas City, MO, for Phase III of the architectural scope of services for the repair of the downtown Jackson County Courthouse, necessitated by water damage that occurred on February 3, 2019, at an actual cost to the County not to exceed \$140,234.00.

RESOLUTION NO. 20417, April 27, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the County originally retained BNIM of Kansas City, MO, under an emergency declaration, for professional architectural services to assist the County with remedying water damage that occurred on February 3, 2019, to the basement and upper floors of the downtown courthouse; and,

WHEREAS, by Resolution 20199, dated July 15, 2019, the Legislature authorized additional architectural services from BNIM relating to Phase II design services for the repair project at an actual cost to the County not to exceed \$496,475.00; and,

WHEREAS, Phase II was completed in November 2019; and,

WHEREAS, in order to properly restore the historic building to its previous condition, careful monitoring and construction administration are needed to be performed during the construction phase of the project; and,

WHEREAS, given the knowledge and experience that BNIM has obtained during this process, BNIM has been requested to perform the next phase of services; and,

WHEREAS, the new scope of services for Phase III of the repair project includes construction administration services, including, but not limited to, tracking the contractor's adherence to project documentation, criteria, specifications, and design via on-site inspections, maintaining overall project coordination, correspondence, general project administration, and handling communications between the contractor and owner to ensure that project expectations are maintained in terms of cleanliness, noise, and interference with facility operations; and,

WHEREAS, commencing upon execution of the attached addendum, BNIM has indicated a 270-day schedule to complete the planned construction administration services; and,

WHEREAS, a transfer is necessary to place the needed funds in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2020 County Improvement Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund Non-Departmental- Cnty Imprvmnt 013-5113	56790- Other Contractual Services	\$140,234	
DTCH Repairs & Improvements 013-1241	56790- Other Contractual Services		\$140,234

and,

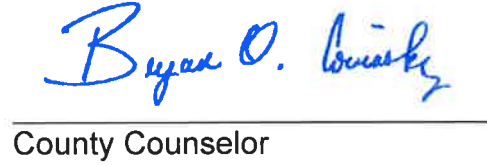
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to execute the attached addendum to the contract with BNIM of Kansas City, MO, for Phase III construction administration services; and,

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify the attached Resolution No. 20417 introduced on April 27, 2020, was duly passed on _____, 2020 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: 013 5113 56790
ACCOUNT TITLE: County Improvement Fund
Non-Departmental
Other Contractual Services
NOT TO EXCEED: \$140,234.00

There is a balance otherwise encumbered 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: 013 1241 56790
ACCOUNT TITLE: County Improvement Fund
DTCH Repairs & Improvements
Other Contractual Services
NOT TO EXCEED: \$140,234.00

4-23-2020

Date



Chief Administrative Officer



April 1, 2020

Mr. Brian Gaddie – Public Works Director
Jackson County
415 E 12th Street
Kansas City, MO 64106

Re: Jackson County Courthouse Emergency Services – Phase III (the "Project")
Agreement for Professional Services – Construction Administration Services

Dear Brian:

BNIM is pleased to provide the following agreement for construction administration services for Phase II – Jackson County Courthouse Emergency Services. The following is our understanding of the project scope, duration, proposed fee, and other terms and conditions.

Basic Services – Understanding and Scope

This agreement is based on the following scopes of work for Construction Administration Services for Floor Levels Basement, 2, 3, 4, 5, 5M, 6, & 6M, of approximately 45,000 total sf in areas shown documented in Construction Documents dated November 12, 2019.

BNIM will manage internal and consultant services, consult with your team, communicate with members of the Project and construction team, and administer project closeout. More specifically, we propose the following services be provided as Basic Services:

- **Project Meetings:**
 - BNIM - Attend one (1) project progress meeting per week.
 - Henderson Engineers – Attend (8) progress meetings total (in person) and (8) progress meetings total (by phone) – 16 total.
- **Site Visits:**
 - BNIM - Perform one (1) site visit per week to observe progress of construction, to coincide with Project Meetings, not to exceed thirty-two (32) visits total.
 - Henderson Engineers – (6) site visits for review of work progress and (2) site visits for the purpose of punchlist/final closeout.
- **Submittal Review:** Review specified submittals requiring Architect's and Engineer's action, limited to initial review and one (1) resubmittal review. Reviews will be provided within fifteen (15) calendar days for reviews requiring only Architect's review, and twenty-one (21) calendar days for reviews requiring other consultant reviews. Prior to any and all submittal reviews, it is a requirement of the contract documents for the General Contractor to submit (and maintain updates to) a submittal schedule that shall reflect and be in alignment with all construction activities and the

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- project schedule of construction (with materials and systems reviews to occur in advance of installation as to allow for proper review durations).
- **Requests for Information (RFI):** (Architect and Engineer) Review and respond to requests for information about the Contract Documents; responses will be provided within fifteen (15) calendar days.
 - **Project Closeout:** (Architect) Perform a total of three (3) (2 for Henderson Engineers) visits to the site conducting punch list activities issued under one (1) Substantial Completion document: Two (2) inspections of the Work (1 for Henderson Engineers) to determine whether the Work is substantially complete and one (1) inspection of the Work to determine final completion (for BNIM and Henderson Engineers).
 - **Closeout Documents:** Provide review of submittals specified for Closeout and Record Documents for compliance with specifications and transmittal to Client.
 - **Hourly Maximum totals for Architectural services** (distributed over a 39-week duration)
 - Principal – 47 hours
 - Associate Principal – 140 hours
 - Associate – 468 hours

Services from Henderson Engineers, Inc. (HEI) are included in Fees below. We have also referenced as-needed services from FP & C and Walter P. Moore, but their services will be billed separately from the Lump Sum Fee below, as needed during construction.

Services Duration

Commencement of Duration: Upon issuance of Notice to Proceed to awarded contractor by Jackson County **(or The Client)**.

Basic Services herein are provided for a duration of 270 calendar days (30 days beyond the 240 maximum duration specified on the "Proposal" included in the "Bidding Documents" provided by Jackson County) from commencement to final completion. Services required beyond the 270 calendar days will be considered Additional Services as detailed below.

Fees, Invoices, and Payments

BNIM proposes to be compensated based on a Lump Sum (not to exceed service and value) Fee of **\$135,734** plus Reimbursable Expenses as further defined below. Consulting services Invoices are to be submitted on a monthly basis in proportion to the services performed. The Fee includes services from Henderson Engineers and shall not be exceeded without the written approval of the Client.

Upon completion of Construction Administration Services, or percentage thereof, the Architect will present an invoice to the County, and said invoice shall be approved by The Director of Public Works who will recommend payment to the Architect.

Fees for FP & C and Walter P. Moore shall be compensated on an hourly basis as indicated on **Exhibit C** and **Exhibit D**, respectively. We anticipate their services will be

limited and provided on an as-needed basis. Therefore, the Lump Sum fee above does not include fees for their services and will instead be billed in addition to BNIM and HEI's monthly fee percentages as they occur.

Reimbursable Expenses are in addition to compensation for basic and additional services and include expenses incurred by BNIM and its consultants directly related to the Project as follows: express mail, delivery services, photography, copying, scanning, printing, computer plotting costs, travel expenses, mileage, and parking. Please see **Exhibit A** for a breakdown of these expenses. Reimbursable Expenses shall be billed at one and one-tenth (1.1) times actual cost for administrative handling. We estimate total reimbursable expenses to be **\$4,500** which includes estimated expenses from HEI. Reimbursable expenses in excess of the estimate will be billed as indicated above and will be subject to Jackson County approval prior to undertaking.

Payments are due and payable within thirty (30) days of receipt of BNIM's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at one and one-half percent (1.5%) per month (18% annual percentage rate) on the balance owed.

Additional Services

Services not included in BNIM's scope, above, will be invoiced at BNIM's 2020 hourly rates, or at the rate charged by the professional involved, unless specified otherwise. In addition to those listed below, those services might include, but are not necessarily limited to: additional cost estimating, additional documentation of existing conditions, owner-requested changes, cost-reduction revisions, and other engineering services that have not been defined.

The Client reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of this Agreement. In this event, an Addendum to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost therefore. Any change in compensation will be covered in the related Addendum.

- **Exclusions to be considered for Additional Services**

- Providing Construction Administration services after the 270-day duration identified above. If the services covered by this Agreement have not been completed by duration defined herein, through no fault of the BNIM, extension of BNIM's services beyond that duration shall be compensated as Additional Services.
- Site visits beyond one (1) visit/calendar week or total visits indicated as part of Basic Services.
- Submittal reviews requiring more than two (2) reviews (original submittal and re-submittal).
- Changes to documents or creating instruments of change specific to cost of construction reductions.
- Revisions to documents or creating instruments of change for Substitution Requests.
- Revisions to documents or creating instruments of change due to a change in prior decision-making or direction by Owner.
- Site visits to conduct punch list activities beyond three (3) trips.

- Punch list and project closeout documentation for phased or multiple sets of Substantial Completion documents.

Please also see **Exhibit B** Miscellaneous Terms and Conditions for this Agreement, attached hereto, for other terms and conditions that are to be incorporated into this letter agreement.

We look forward to working with you in completing this project and continuing our collaborative relationship with you to create a revitalized space for Jackson County.

Sincerely,



Joe Keal, AIA LEED AP
Principal
BNIM

Attachments: Exhibit A Hourly Professional Service Rates & Reimbursables
Exhibit B Miscellaneous Terms and Conditions for This Agreement
Exhibit C Henderson Engineers Schedule of Hourly Fees
Exhibit D FP & C Schedule of Hourly Fees
Exhibit E Walter P. Moore Billing Rate Schedule

Approved: _____
Bob Crutsinger – Director of Finance & Purchasing

Date: _____

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$140,234.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No. 013-1241-56790



EXHIBIT A

Effective January 1, 2020

Hourly Professional Service Rates

Principal	\$275 - \$500
Vice President	\$300
Associate Principal	\$225
Associate 1	\$200
Associate 2	\$150
Senior Design Professional	\$175
Design Professional 1	\$150
Design Professional 2	\$135
Design Professional 3	\$110
Intern	\$75
Administrative	\$100
Senior Administrative	\$185
Information Services	\$210
Graphics	\$175

Reimbursable Expense Rates

Mileage	57.5¢ per mile*
Parking	At Cost
Car Rental	At Cost
Air Travel	At Cost
Hotel	At Cost
Meals	At Cost
Telephone	At Cost
Delivery / Postage	At Cost
B&W copies / prints	15.4¢ per s.f. - (10¢ per 8.5 x 11)
Color prints	\$1.54 per s.f. - (\$1.00 per 8.5 x 11)
PDF copies	7.69¢ per s.f. - (5¢ per 8.5 x 11)
Bond plots	30.0¢ per s.f.
Color plots	\$3.00 per s.f.
Mylar / Color photo plots	\$6.00 per s.f.

* Or current allowable reimbursement rate established by the Internal Revenue Service.

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Exhibit B

Miscellaneous Terms and Conditions for this Agreement

I. Ownership of Documents

Paragraph removed and replaced with Miscellaneous Provisions Item No. M.

II. Transfer of Documents

It is understood that from time-to-time Client may request BNIM to transfer its Instruments of Service to third parties for use in cost estimating purposes. The transfer or distribution of Instruments of Service to third parties is not to be construed as a publication in derogation of the reserved rights of BNIM and its consultants consistent with the terms described above. Payment in full for all amounts due and owing BNIM is an express condition precedent to any transfer of Instruments of Service. The use of BNIM's Instruments of Service shall be at Client's sole risk and without any liability, risk or legal exposure to BNIM. Refer also to Miscellaneous Provisions Item No. M.

III. Claims and Disputes

The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors,

consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

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mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the City of the Architect's office, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

IV. Limitation of Liability

Paragraph removed and replaced with Miscellaneous Provisions Item No. W.

V. Miscellaneous Provisions

- A.** The law of the city and state where project is located shall govern this Agreement.
- B.** BNIM shall exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional architectural practices (as appropriate) in BNIM's community. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

- C.** In no event will BNIM be liable for any special, indirect or consequential damages including, without limitation, damages or losses in the nature of increased project costs, loss of revenue or profit, loss in production, extended overhead or equipment costs, claims by purchasers or customers of Client, or governmental fines or penalties.
- D.** Client acknowledges that BNIM has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.
- E.** Client may terminate BNIM's services in writing at any time upon five (5) day's written notice and pay only for the hours worked and expenses incurred to the date BNIM receives Client's termination letter. Services may also be terminated by BNIM upon five (5) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the Client including, but not limited to, non-payment of BNIM's invoice. If so terminated, Client shall pay BNIM all amounts due for services rendered and expenses incurred to the date of termination, plus reasonable costs incurred by BNIM in terminating the services and any outstanding invoices and interest.

F. In the event a dispute shall arise between the parties to this contract in excess of \$5,000, then as a condition precedent to any legal action by either party, the parties agree to participate in at least one session of mediation in an effort to resolve the dispute. The parties agree to split the mediation fees equally. The mediation shall be administered by a mutually agreeable mediator, jointly selected, and shall be held in the location of the BNIM office this Agreement generated from. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.

G. Client hereby irrevocably submits to the jurisdiction of any state or federal court sitting in the city and state where this project is located any action or proceeding arising out of or related to this Agreement and Client further agrees and warrants that Client shall not bring any such action or proceeding in any other court, or seek to remove such action or proceeding to any other court. Client agrees and consents that service of process by registered or certified mails shall be sufficient to obtain jurisdiction.

H. These Terms and Conditions contain the entire agreement between BNIM and Client relative to the Scope of Services

herein. All previous or contemporaneous agreements, representations, promises and conditions relating to BNIM's services described herein are superseded.

I. Inspection of Documents. The Architect shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the County shall have access to the records for inspection, during regular working hours at the Architect's place of business. County shall have the right to audit and inspect Architect's records and accounts covering costs hereunder at all reasonable times during the performance of the Services and for a period of three (3) years after the acceptance thereof. Architect shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentages of other costs.

J. Conferences, Visits to Site, Inspection of Work. A representative of the County shall have the privilege of inspecting and reviewing the work being done by the Architect and consulting with its staff at any time. Conferences are to be

held at the request of the County or the Architect. Additional meetings and reviews not provided in the project scopes of work shall be subject to Client approval and Additional Service compensation.

County, and compliance with all reasonable directives issued by the County. Additional meetings and coordination not provided in the project scopes of work shall be subject to Client approval and Additional Service compensation.

- K. Accuracy of the Work. The Architect shall, as is consistent with the generally accepted standard of professional skill and care, be responsible for the accuracy of its services and shall promptly make necessary revisions or corrections resulting from negligent errors and omissions on the part of the Architect without additional compensation. Acceptance of the work by the County will not relieve the Architect of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Architect shall give reasonably prompt attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
- L. Relationship with Others. The Architect shall cooperate fully with architects on adjacent projects, municipalities, local government officials, public utility companies, and others as may be reasonably directed by the County. This shall include attendance at meetings, discussions and hearings, as may be requested by the County; furnishing plans and other data as may be requested from time to time by the

- M. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall, provided the Architect has been fully paid for services rendered, be delivered to and become the property of the County upon termination or completion of work, for use solely in connection with the Project for which they were generated. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. The County recognizes that data, plans, specifications, reports, document or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the County are for informational purposes only and are not intended as an end-product. The Architect makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. If the County incorporates any portion of the work into a project other than

that for which it was performed, such use shall be at the County's sole risk and without liability to the Architect and the County shall defend, indemnify and save the Architect harmless from any claims and liabilities resulting from such use.

N. Termination. Architect or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Architect may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Architect to the County within 15 calendar days of the demand of the County. If the Agreement is terminated due to the Architect's service being unsatisfactory in the judgment of the County, or if the Architect fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County.

O. Successors and Assigns. The County and the Architect each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of

such other party in respect to all covenants of this Agreement.

P. Compliance with Laws. The Architect shall, as is consistent with generally accepted standard of professional skill and care, keep itself informed of applicable existing and current regulations of the County, State, and Federal laws which may limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall, as is consistent with generally accepted standard of professional skill and care, observe and comply with applicable ordinances, laws, and regulations. It is understood, however, that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such regulations and codes.

Q. Nondiscrimination. The Architect, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-consultants. The Architect will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiation made by the

Architect for work to be performed under subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified of the Architect's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

Q. Independent Consultant. The Architect shall work as an independent consultant and not as an employee of the County. The Architect shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Architect shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

R. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.

S. Decisions Under This Agreement. The County will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.

T. Safety Requirements. Architect shall make reasonable effort to perform the Services in a manner complying with applicable safety legislation and with applicable environmental laws, rules, and regulation in force at the time of development of designs. Architect shall also be responsible solely for the safety of its own employees at all times during the performance of any Request for Services. Nothing herein shall be construed as establishing any responsibility or obligation on the part of the Architect for jobsite issues, programs, or precautions of anyone but its own employees for whom it is legally responsible.

U. Purchase Order. In the event the County uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only and any typed provision in conflict with the terms of this Agreement and all-preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

V. Agreed Remedy. To the fullest extent permitted by law, the

total liability, in the aggregate, of the Consultant and Consultant's officers, directors, employees, agents and consultants to the County and anyone claiming by, through or under the County, for any and all injuries, claims losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$2,000,000, whichever is greater.

W. Waiver of Consequential Damages. Neither the County nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

X. Certifications. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in

Consultant having to certify, guarantee, or warrant the existence of conditions that the Consultant cannot ascertain.

Y. Constructions Phase Services. If the Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over any contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the Contract Documents. Consultant does have responsibility to report to the County any known or suspected deficiencies in the work, methods or final product(s) on the part of the contractor.

VI. Insurance and Indemnification
Architect shall procure and maintain in effect throughout duration of the contract insurance coverages not less than the types and amounts specified in this section.

All sub-consultants of the Architect are required to carry the same coverages and limits as the Architect. All liability policies required, except Professional Liability as indicated below, are to be written on an "occurrence" basis unless

a different agreement, in writing, is made with the County.

A. Professional Liability

The Consultant shall secure Professional Liability insurance coverage with limits of \$2,000,000 each claim/\$2,000,000 aggregate. The County understands that it cannot be a named insured on this coverage and that it is available only in a "claims made" form.

B. Commercial General Liability

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insured and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person).

C. Commercial Automobile Liability

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000

Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non-owned vehicles. Coverage shall be provided on "an auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operations of motor vehicles in connection with this contract.

D. Workers Compensation and Employers Liability Coverage

Consultant shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

Workers Compensations:
Statutory

Employers Liability:
\$1,000,000 each incident
\$1,000,000 disease-each employee
\$1,000,000 disease-policy limit

E. Additional Insured and Certificate of Insurance

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Consultant must supply the Director with current Certificate(s) (on any coverages mentioned above) thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Consultant's insurance policies for verification of coverage's.

F. Qualifications Insurance Carriers

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

G. Failure to Maintain Insurance Coverage

Regardless of any approval by Jackson County, it is the responsibility of the Consultant to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Consultant's failure to maintain the required insurance in effect, the County may order Consultant to stop work immediately and, upon 10 days-notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

Fee Details

All Compensation to be in US Dollars net of tax

Reimbursable Expenses

Client shall reimburse Henderson, at the multiplier listed in the Fee Detail, for reimbursable expenses necessarily incurred by Henderson in relation to the Project. Reimbursable expenses include, but are not limited to:

- a. Reproductions, plots, postage, handling, and delivery of Project related documents and electronic media requested by the Client or Owner
- b. Travel expenses including, but not limited to, airfare, lodging, meals, airport parking, and car rental
- c. Overnight delivery, handling, and postage charges
- d. Local delivery, handling, and postage charges
- e. Automobile mileage, required to meet Project meeting requirements and site visit requirements, calculated at the current published IRS standard mileage rate.

Local Tax

Sales, excise, and/or other local tax ("Local Taxes") will be applied when required by law. Any Local Taxes are in addition to, and are not included in, the stated fee. Any necessary Local Taxes will be billed to Client and are payable within thirty days of the invoice.

HOURLY RATE SCHEDULE - \$ per hour

Core Rates

Principal	190
Department Director	160-170
Senior PM / Engineer / Designer	160
Lead PM / Engineer / Designer	140
Engineer / Designer III	130
Engineer / Designer II	115
Engineer / Designer I	105
Site Observation Specialist	100-105
BIM/CADD Technician	80-85
Administrative Specialist	80-85

Special Rates

Senior Fire Code Consultant	165
Fire Code Consultant	145
Senior Broadcast Designer	165
Senior / Lead Acoustical Consultant	140-160
Acoustical Consultant	105-120
Senior Architectural Lighting Designer	120-150
Architectural Lighting Designer	105-110
Construction Manager	140
Electrical Systems / Eng. Manager	140
Commissioning Manager / Agent	130
Commissioning Technician	105-115
Estimator	130
Certified Energy Manager	130
Project Developer / Coordinator	105

1330 Burlington Street, Suite 200
North Kansas City, MO 64116
T 816.931.3377
F 816.931.3378
www.fpc-consultants.com



**FP&C CONSULTANTS KC, LLC
SCHEDULE OF HOURLY FEES**

Hourly Rate Schedule Effective 01/01/2019

<u>Position</u>	<u>Hourly Labor Rate</u>
Project Manager	\$175.00
Code Consultant	\$175.00
Engineer	\$175.00
Associate	\$155.00
Technician	\$110.00
Junior Associate	\$75.00
CAD Designer	\$75.00
Administrative	No Charge

WALTER P MOORE

Schedule RS1

BILLING RATE SCHEDULE

Structures Group - 2019 Standard

<u>Category</u>	<u>Rate</u>
Senior Principal.....	\$340.00
Principal.....	\$260.00
Senior Project Manager.....	\$260.00
Senior Consultant.....	\$250.00
Design Manager.....	\$200.00
Specialty Structures Engineer.....	\$200.00
Project Manager.....	\$180.00
Senior Engineer.....	\$160.00
Engineer.....	\$140.00
Graduate Engineer.....	\$120.00
Senior Field Representative.....	\$100.00
Intern Engineer.....	\$80.00
Senior Technical Designer.....	\$180.00
Technical Designer.....	\$140.00
Construction Technical Designer.....	\$130.00
Graduate Technical Designer.....	\$110.00
Senior Technical Modeler.....	\$130.00
Technical Modeler.....	\$100.00
Project Accountant.....	\$120.00
Senior Administrative Assistant.....	\$100.00
Administrative Assistant.....	\$80.00
Senior Parking Consultant.....	\$200.00
Parking Consultant.....	\$160.00
Senior Parking Designer.....	\$120.00
Parking Technical Designer.....	\$110.00
Enclosure Technical Design Director.....	\$300.00
Enclosure Senior Technical Designer.....	\$200.00
Enclosure Technical Designer.....	\$150.00
Enclosure Graduate Technical Designer.....	\$130.00

Notes:

1. These billing rates are effective January 1, 2019 through December 31, 2019.
2. Rates for services provided after December 31, 2019 may be adjusted by 4% annually.

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19



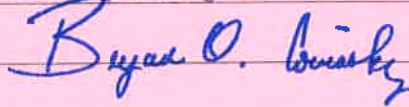
Completed by County Counselor's Office:

Res/Ord No.: 20417

Sponsor(s): Theresa Cass Galvin

Date: April 27, 2020

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Transferring \$140,234 within the County Improvement Fund and authorizing the Director of Finance and Purchasing to execute an addendum to the contract with BNIM of Kansas City, MO, for Phase III (Construction Administration) of the architectural scope of services for the repair of the downtown Jackson County Courthouse, necessitated by water damage that occurred on February 3, 2019, at an actual cost to the County not to exceed \$140,234.00.</p>																		
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$140,234</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$140,234</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$140,234</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number:</td> </tr> <tr> <td colspan="2">From:</td> </tr> <tr> <td>County Improvement Fund – Undesignated Fund Balance – 013-32810</td> <td style="text-align: right;">\$140,234</td> </tr> <tr> <td colspan="2">To:</td> </tr> <tr> <td>County Improvement Fund – Downtown Courthouse Insurance Flood – Other Contractual Services – 013-1240-56790</td> <td style="text-align: right;">\$140,234</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:	\$140,234	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$140,234	Amount budgeted for this item * (including transfers):	\$140,234	Source of funding (name of fund) and account code number:		From:		County Improvement Fund – Undesignated Fund Balance – 013-32810	\$140,234	To:		County Improvement Fund – Downtown Courthouse Insurance Flood – Other Contractual Services – 013-1240-56790	\$140,234
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To:																			
County Improvement Fund – Downtown Courthouse Insurance Flood – Other Contractual Services – 013-1240-56790	\$140,234																		
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): Resolution 20199, 7/15/2019;</p>																		
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Brian Gaddie, PE, Director of Public Works, 816-881-4496</p>																		
<p>REQUEST SUMMARY</p>	<p>As a result of the flood damage incurred on February 3rd to the Downtown Courthouse, Jackson County retained the architectural firm BNIM to assist with building restoration services under emergency declaration. Phase II documentation and bidding services performed by BNIM were completed in November 2019 and allowed Jackson County to bid the building restoration. Bids for the Repair and Restoration of Water Damage at the Downtown Courthouse were opened in late December 2019 and a contract was awarded to Rand Construction. Recently, the contract has been finalized and executed and the project has begun.</p> <p>In order for the restoration work to be delivered to the expectation of the County, Construction Administration services must be performed. These services will track the contractor's adherence to project documentation including criteria, specifications and design via on-site inspections, as well as maintaining overall project coordination, correspondence and general project administration. It will also be the responsibility of the Construction Administrator to assist with communications between the contractor and owner to ensure that project expectations are maintained in terms of cleanliness, noise, interference with general facility operations, among other non-restoration related items.</p>																		

	<p>This request is for the transfer of funds within the County Improvement Fund to cover the costs for BNIM to complete Phase III Construction Administration services, as dictated in their attached Phase III Scope of Services. The Construction Administration services to be provided by BNIM in Phase III were included as part of the insurance settlement for flood damages incurred. Additional County funds outside of proceeds from the global settlement will not be required for this contracted work.</p> <p>The duration of these services will generally accompany the length of the restoration project, which is expected to be no more than 240 calendar days. An additional 30 days is scoped to allow for any necessary project close out tasks to be completed.</p>	
	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS	BNIM Scope of Services, Miscellaneous Terms and Conditions, Schedule of Hours	
REVIEW	Department Director:	Date: 4-09-2020
		
	Finance (Budget Approval):	Date:
	<i>If applicable</i>	
	Division Manager: 	Date: 4-20-2020
	County Counselor's Office: 	Date: 4-23-2020

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 transferring \$142,420.00 within the 2020 Special Road & Bridge Fund and awarding contracts for the furnishing of new vehicles for use by the Sheriff's Office and Parks + Rec and Public Works Departments to Landmark Dodge of Independence, MO, Olathe Ford of Olathe, KS, and Roberts Chevrolet Buick of Platte City, MO under the terms and conditions of Clay County, Missouri Contract No. 49-19, a cooperatively bid contract for the Kansas City metro-wide area, at an actual cost to the County in the amount of \$730,462.00.

RESOLUTION NO. 20418, April 27, 2020

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the County is a member of the Mid-America Council of Public Procurement (MACPP), which issues a Kansas City metro-wide bid for new vehicles for its members, with Clay County, Missouri, as the lead agency; and,

WHEREAS, MACPP executed its contract for the metro area on November 21, 2019, and the Sheriff's Office and Parks + Rec and Public Works Departments request the use of this cooperative bid contract to take advantage of discounts offered to large entities; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of contracts for the furnishing of the needed vehicles to Landmark Dodge of Independence, MO, Olathe Ford of Olathe, KS, and Roberts Chevrolet Buick of Platte City, MO, under the terms and conditions of Clay County, Missouri Contract No. 49-19, an existing competitively bid government contract, at an actual cost to the County in the amount of \$730,462.00; and,

WHEREAS, a transfer is required to place needed funds in the appropriate spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2020 Special Road & Bridge Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road & Bridge Fund			
Non-Departmental- Special R & B			
004-5104	58170- Other Equipment	\$142,240	
004-5104	58120- Automobiles		\$142,240

and,


BE IT FURTHER RESOLVED, that award be made under the existing cooperatively bid government contract as recommended by the Director of Finance and Purchasing and that the Director 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 Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contracts.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20418 of April 27, 2020, was duly passed on _____, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 004 5104 58170
ACCOUNT TITLE: Special Road & Bridge Fund
Non-Departmental- Special R&B
Other Equipment
NOT TO EXCEED: \$142,240.00

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

ACCOUNT NUMBER: 004 5104 58120
ACCOUNT TITLE: Special Road & Bridge Fund
Non-Departmental- Special R&B
Automobiles
NOT TO EXCEED: \$510,516.00

ACCOUNT NUMBER: 004 1506 58130
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Trucks
NOT TO EXCEED: \$97,222.00

ACCOUNT NUMBER: 003 1608 58120
ACCOUNT TITLE: Park Fund
Construction Fund
Automobiles
NOT TO EXCEED: \$122,724.00

4-23-2020
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20418

Sponsor(s): Crystal Williams

Date: April 27, 2020

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a Resolution transferring \$142,420 within the Non-Departmental Special Road and Bridge Fund and Authorizing the purchase of new vehicles for the Sheriff's Office, Parks + Rec Department and the Public Works Department from Landmark Dodge of Independence, Missouri, Olathe Ford of Olathe, Kansas and Roberts Chevrolet Buick of Platte City, Missouri under the terms and conditions of Clay County, Missouri Contract No. 49-19, a cooperatively bid contract for the Kansas City Metro Wide Area.</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>\$730,462</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>\$730,462</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$730,462</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>004-5104-58120 Special Road & Bridge, Undesignated, Automobiles</td> <td>\$368,096</td> </tr> <tr> <td>TRANSFER from: 004-5104-58170 Special Road & Bridge, Undesignated, Other Equipment</td> <td>\$142,420</td> </tr> <tr> <td>TRANSFER to: 004-4201-58120 Special Road & Bridge, Sheriff's, Automobiles</td> <td>\$142,420</td> </tr> <tr> <td>Sub-Total</td> <td>\$510,516</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>003-1608-58120 Park Fund, Capital Projects, Automobiles</td> <td>\$122,724</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>004-1506-58130 Special Road & Bridge, Road & Bridge Maintenance, Trucks</td> <td>\$ 97,222</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$730,462</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:	\$730,462	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$730,462	Amount budgeted for this item * (including transfers):	\$730,462	Source of funding (name of fund) and account code number:		004-5104-58120 Special Road & Bridge, Undesignated, Automobiles	\$368,096	TRANSFER from: 004-5104-58170 Special Road & Bridge, Undesignated, Other Equipment	\$142,420	TRANSFER to: 004-4201-58120 Special Road & Bridge, Sheriff's, Automobiles	\$142,420	Sub-Total	\$510,516			003-1608-58120 Park Fund, Capital Projects, Automobiles	\$122,724			004-1506-58130 Special Road & Bridge, Road & Bridge Maintenance, Trucks	\$ 97,222			Total	\$730,462
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Amount budgeted for this item * (including transfers):	\$730,462																														
Source of funding (name of fund) and account code number:																															
004-5104-58120 Special Road & Bridge, Undesignated, Automobiles	\$368,096																														
TRANSFER from: 004-5104-58170 Special Road & Bridge, Undesignated, Other Equipment	\$142,420																														
TRANSFER to: 004-4201-58120 Special Road & Bridge, Sheriff's, Automobiles	\$142,420																														
Sub-Total	\$510,516																														
003-1608-58120 Park Fund, Capital Projects, Automobiles	\$122,724																														
004-1506-58130 Special Road & Bridge, Road & Bridge Maintenance, Trucks	\$ 97,222																														
Total	\$730,462																														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): _____</p>																														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																														
<p>REQUEST SUMMARY</p>	<p>The Sheriff's Office, Parks + Rec Department and Public Works Department are requesting the purchase of new vehicles to replace aging vehicles in their fleet that have out-lived their useful life, do not operate properly and in some cases are unsafe to operate.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing, the Sheriff's Office, Parks + Rec and the Public Works Department recommend the purchase of new vehicles from Landmark Dodge of Independence, Missouri; Olathe Ford of Olathe, Kansas; and Roberts Chevrolet Buick of Platte City, Missouri under the terms and conditions of Clay County, Missouri Contract No. 49-19 a cooperatively bid contract for the Kansas City Metro Wide Area.</p> <p>The Director of Finance and Purchasing also requests the transfer of \$142,420 as follows:</p> <p style="text-align: right;">From: _____ To: _____</p>																														

	004-5104-58170 Special Road & Bridge, Undesignated, Other Equipment 004-4201-58120 Special Road & Bridge, Sheriff's, Automobiles	\$142,420 \$142,420
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)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Memorandum, vendor quotes and pertinent contract document for each department	
REVIEW	Department Director: <i>[Signature]</i> Finance (Budget Approval): <i>[Signature]</i> If applicable Division Manager: <i>[Signature]</i> County Counselor's Office: <i>[Signature]</i>	Date: 04-15-2020 Date: Date: 4-20-2020 Date: 4/22/20
	APPROVED <small>By: Mark Long 21:32:05 pm, Apr 17, 2020</small>	

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:

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

PC# _____

Date: April 17, 2020

RES # 20418

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
004 Special Road & Bridge Fund			
5104 Non-Departmental - Special R&B	58170 Other Equipment	\$ (142,420)	\$ -
5104 Non-Departmental - Special R&B	58120 Automobiles	-	142,420

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
004 Special Road & Bridge Fund		
5104 Non-Departmental - Special R&B	58120 Automobiles	\$ 510,516
1506 Road & Bridge Maintenance	58130 Trucks	97,222
003 Park Fund		
1608 Construction Services	58120 Automobiles	122,724
		\$ 730,462

APPROVED

By Mark Lang at 9:52 am, Apr 17, 2020

Budget Office



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

TO: Barbara Casamento
FROM: Captain David Epperson
DATE: 03/12/2020
SUBJECT: Request to purchase Emergency vehicles

Ms. Casamento,

On 12/02/2019, during the annual budget meetings, the Jackson County Legislature approved additional funding for the Sheriff's Office to purchase police vehicles and associated equipment during the 2020 calendar year.

The Jackson County Sheriff's Office requests permission to purchase (18) 2020 Dodge Durango police vehicles, at the quoted price of \$28,362.00 per vehicle, reference Clay County Contract #49-19. The vehicles will be delivered through Landmark Dodge of Independence, Missouri (Jackson County) with a total cost of \$510,516.00. The money is currently encumbered in Jackson County Account 5104 which is the non-departmental Road Fund. The purchase of the vehicles will require utilizing \$368,096.00 from 004-5104-58120 (automobiles) and \$142,420.00 from 004-5104-58170 (other equipment).

I have attached documentation to include; memorandums, fund balances, and vehicle quotes for your review.

Respectfully,

Landmark Dodge Bid

2020 Dodge Durango Police V/6

IFB 49-19 Item no. 37

MACPP bid \$28,362.00

For 18 \$ 28.362.00 X 18 = \$510,516.00

Jackson County Sheriff

Thanks

LANDMARK DODGE CHRYSLER JEEP
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Configuration Preview

Date Printed: 2020-03-31 3:20 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order

FAN 1:
 FAN2:
 Client Code:
 Bid Number:
 PO Number:

Sold to:
 LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Ship to:
 LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Vehicle: 2020 DURANGO PURSUIT AWD (WDEE75)

	Sales-Code	Description	MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO PURSUIT AWD	34,870	34,591
Package:	2BZ	Customer Preferred Package 2BZ	0	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0	0
	DFT	8-Spd Auto 850RE Trans (Make)	0	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0	0
	APX	Monotone Paint	0	0
	*H7	Cloth Low-Back Bucket Seats	0	0
	-X9	Black	0	0
Options:	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	174	Zone 74-Denver	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4WA	Misc Commercial Account	0	0
Discounts:	NAS	50 State Emissions	0	0
	YG1	7.5 Additional Gallons of Gas	0	20
Destination Fees:			1,495	1,495
			Total Price:	<u>36,365</u>
			MO State Contract Price:	<u>28,362</u>
			MACPP bid IFB 49-19 Item no. 37	

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name:
 Customer Address: USA
 Instructions:

PSP Month/Week:
 Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

OFFICIAL ACTION
OF CLAY COUNTY, MISSOURI

2019-391-2

**APPROVE IFB #49-19
LANDMARK DODGE
MACPP 2020 MODEL YEAR METRO VEHICLE
COUNTYWIDE**

BY OFFICIAL ACTION OF CLAY COUNTY, MISSOURI, this IFB #49-19 with Landmark Dodge for MACPP 2020 Model Year Metro Vehicle is hereby approved. The Authorized Agent of the County is authorized to sign any documents to facilitate this order.

APPROVED BY THE AUTHORIZED AGENT OF CLAY COUNTY, MISSOURI, THIS 21 DAY
OF November, 2019.

APPROVED AS TO FORM AND LEGALITY:

Lonell Remos
COUNTY COUNSELOR

Lauren S. Portwood
AUTHORIZED AGENT OF THE COUNTY



**CLAY COUNTY
PURCHASING DEPARTMENT
INVITATION FOR BID (IFB)**

IFB No.: 49-19

TITLE: MACPP 2020 MODEL YEAR METRO VEHICLE BID

ISSUE DATE: 9/16/2019

PURCHASING STAFF: Patrick West, Purchasing Specialist

PHONE No.: (816) 407-3630

E-MAIL: pwest@claycountymo.gov

**BID RESPONSES MUST BE RECEIVED BY NO LATER THAN ("CLOSE/RETURN DATE and TIME"):
TUESDAY OCTOBER 22, 2019 AT 2:00 PM CENTRAL TIME**

SUBMITTAL INSTRUCTIONS: In effort to support the County's initiative for conservation, it is preferred that bids be submitted via www.PublicPurchase.com. Sealed bids may be delivered to the Clay County Purchasing Office prior to the return date and time. Print the Sealed Bid Label found in Attachment 1 or type IFB Number, IFB Title and Return Due Date on the lower left hand corner of the envelope or package. In order for a bid to be considered complete, the Clay County document must be completed in its entirety. The cover page **MUST** be completed, all pages **MUST** be initialed and the Terms and Conditions Acknowledgement Form **MUST** be signed.

RETURN PROPOSAL TO:

US MAIL /DELIVER TO:	CLAY COUNTY PURCHASING DEPARTMENT 1 COURTHOUSE SQUARE 3rd Floor COMMISSION DESK LIBERTY, MO 64068
COURIER/DELIVER TO:	CLAY COUNTY ~ PURCHASING DEPARTMENT 16 W. FRANKLIN, SUITE 16-B LIBERTY, MO 64068

**AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWALS
DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

Countywide
Clay County Administration Building
1 Courthouse Square
Liberty, MO 64068

By signing this IFB cover page, the Vendor shall hereby declare understanding, Agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Agreement Terms and Conditions. The Vendor shall further agree that the language of this IFB shall govern in the event of a conflict with their bid. In addition, the Vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when an Official Action is signed and issued by an authorized official of Clay County, a binding Agreement shall exist between the Vendor and Clay County.

SIGNATURE REQUIRED

Landmark Dodge	Larry Wilson	Fleet Mgr
Company Name	Authorized Representative (Print)	Title
1900 S. Noland Rd	<i>Larry Wilson</i>	Authorized Signature
Street Address		
Independence, Mo 64055	Jacksoin	10/21/2019
City/State/Zip	County	Date
816-651-6767	816-833-0007	landmarkdosdge1@yahoo.com
Telephone No.	Facsimile No.	E-Mail
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
Vendor Tax Filing Type with IRS (Check One)		

EXHIBIT A, continued

PRICING TABLE 1: REQUIRED PRICING

ITEM NO.	GROUP NO.	VEHICLE MAKE	VEHICLE MODEL	UNIT COST (Base Price)	QTY	BASE PRICE INCLUDING STANDARD OPTIONS
	5	Group No. 5 Minimum Specifications for ALL Vans are as Follows: Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Factory Power Anti-Lock Brakes, Factory Power Steering, Factory Power Windows - All Side Doors, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, Latching Glove Box, Inside Day/Night Mirror, Outside Standard Suspension for Model Bid, Factory AM/FM Radio, Auxiliary Power Outlet, Rubber Floor Covering Front and Rear, Maintenance Free Battery, Alternator Standard per Model Bid, Heater - Standard for Model Bid, Radiator - Standard for Model Bid, Transmission - Standard for Model Bid, Fuel Tank-Standard for Model Bid, Headliner - Standard per Model Bid, Heater Standard per Model Bid, Outside Mirrors - Standard per Model Bid.				
29	5	Mini-Van, Passenger	Pacifica, Odyssey, Transit Connect or Equal	\$ with out rear a/c 20,469.00	ea.	\$ with rear a/c 20,880.00
30	5	Mini-Van, Cargo Van	Ram CV, Transit Connect, City Express or Equal	\$ Promaster 19,576.00	ea.	\$
31	5	Full Size Van, ¾ Ton, Cargo	C-G20, E-250, G35, B-3500 or Equal	\$	ea.	\$
32	5	Full Size Van, 1 Ton, Cargo	G-20, E-31, S-31 or Equal	\$	ea.	\$
33	5	Full Size Van, Window, Passenger	G-20, E-31, S-31, 350 Transit or Equal	\$	ea.	\$
34	5	Sprinter Van, Cargo	Freightliner, Mercedes or Equal	\$	ea.	\$
	6	Group No. 6 Minimum Specifications for ALL Police Vehicles are as Follows: Dual Front Air Bags, Factory Air Conditioning, Arm Rests, Auxillary Outlet 12V Factory Installed, 4 Wheel Disc Power Brakes, Anti-Locking Brakes, Power Door Locks (All Doors), Deactivate Door Jam Switch for Interior Lights, Dual Exhaust, Exterior, Non-Street Appearance, Floor Covering – Heavy Duty Vinyl Front & Rear (No Carpeting), Gauges Required, Glass – Tinted (All Windows), Dual Horns Required, Key-Each Vehicle Keyed Individually (3 Keys per Vehicle), Lights – Auxillary Dome Light Header Mounted, Under Hood Light, Luggage Compartment Lamp, Inside Day/Night Mirror, Radiator – Heavy Duty Cooling Package, Factory AM/FM Radio with Digital Clock, Conventional Spare Tire and Wheel, Speedometer Calibrated in 2 MPH Increments, Spot Light mounted 6 IN on Left Side, Power Steering, Steering – Cruise and Tilt Factory Installed, Dual Sun Visors, Trunk Opener – Electric or Vacuum on Dash to Activate, Full Wheel Covers, Power Windows – All, Intermittent Wipers, Wiring – Auxillary Fuse Block with 6 Fused Circuits, Suspension – Standard for Model Bid. Vinyl for Durango \$745.00				
35	6	Chevrolet Tahoe Police Patrol or Pursuit Vehicle	Chevrolet Tahoe Police Patrol or Pursuit Vehicle	\$	ea.	\$
36	6	Dodge Charger Police Patrol Vehicle	Dodge Charger Police Pursuit Vehicle	\$ RWD V/6 22,356.00	ea.	\$ AWD V/8 24,904.00
37	6	Dodge Durango Police Pursuit - Utility Vehicle	Dodge Durango Police Pursuit – Utility Vehicle	\$ RWD 28,362.00 V-6	ea.	\$ AWD \$31,938.00 V-8
38	6	Ford Police Interceptor - Utility	Ford Police Interceptor - Utility	\$	ea.	\$
39	6	Police Pursuit or Patrol Vehicle	All Models not otherwise Indicated	\$	ea.	\$
40	6	Police Vehicle – Utility	All Models not otherwise Indicated	\$	ea.	\$

Vendor's Initials: LW



JACKSON COUNTY
Parks + Rec

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

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

MEMORANDUM

TO: Barb Casamento, Purchasing Administrator
FROM: John Johnson, Superintendent, Park Operations
DATE: February 17, 2020
SUBJECT: Vehicle Purchases for Park Operations

The Park Operations division of Parks + Rec is entrusted with maintaining all of the grounds and structures contained within the 22,000 acre Park system.

Associates need reliable, cost efficient vehicles to perform their daily duties. The four vehicles to be purchased through the government contract will replace the following:

- 2003 E350 Super Duty van with over 140,000 miles. This van has gash over cab that allows rain to come through, a rusted out underframe and severe rusting on the body. Vehicle will be sold through surplus.
- 1999 Dodge 3500, 125,000 miles, rusted out body frame, requires extensive engine work that exceeds value of truck. Vehicle will be sold through surplus.
- 1995 F150 with 180,000 miles. Door hinges and body frame rusted beyond repair. Unsafe to operate. Vehicle will be sold through surplus.
- 1995 F150 with 185,000 miles. Door hinges and body frame are rusted beyond repair. Unsafe to operate. Vehicle will be sold through surplus.

Parks requests to use the government contract, Clay County IFB 49-19, Olathe Ford, MACPP 2020 Model Year Metro Vehicle, Countywide Contract to purchase the vehicles.

Budget for the vehicles has been previously approved and is budgeted in line:

003-1608-58120 - \$122,724

Please advise if you have questions or need additional information.

Thank you.



Frank White, Jr., County Executive

Mid America Regional Council Bid 2019
 Administered by: Clay County MO



F1E	F150 4X4 R/C	53A	TRAILER TOW PKG
	141" WHEELBASE	54R	MIR DUAL PWR
YZ	OXFORD WHITE	57Q	REAR DEFROSTER
A	VINYL 40/20/40	59S	LED SPOTLIGHTS
G	MED EARTH GRAY	67T	TRL BRAKE CONTR
100A	EQUIP GRP	85A	POWER EQUIP GRP
	.XL SERIES	924	PRIVACY GLASS
	.17"SILVER STEEL		
99B	3.3L V6 PFDI		
446	ELEC 6-SPD AUTO		
	.265/70R-17		
X26	3.73 REG AXLE		
	6390# GVWR		

Model Year 2020
 Mtero Bid Item #21

F150 Base price	\$21,491
F1E F150 4X4	4099
Trailer Tow	595
brk control	275
power mirrors	305
Bed liner	595
Total	\$27,360

QUANTITY 2 = **\$54,720**

Prepared for Jackson County 4/10/2020

Olathe Ford Commercial Vehicle Center
Our Mission
*To deliver an outstanding sales, service
 and financing experience for our
 commercial customers*

Pricing includes 5 days terms
 Additional term available at \$10 per day.

Debi Jones, Commercial Sales
 Direct 913-815-2224 Cell 913-238-0252

OLATHE FORD COMMERCIAL SALES 305 S. FIR, OLATHE, KANSAS 66061 913-312-0079
 COMMERCIAL VEHICLES

MID AMERICA REGIONAL COUNCIL
 JOINT VEHICLE BID 2019
 ADMINISTERED BY Clay County Missouri



2020 MY Transit

R1C	MR CARGO RWD	20B	9070# GVWR
	148" WHEELBASE	425	50 STATE EMISS
YZ	OXFORD WHITE	53B	HD TRLR TOW PKG
V	VINYL	545	SHRT PWR HT MIR
K	PALAZZO GRAY	60C	CRUISE CONTROL
101A	PREF EQUIP PKG	67D	BRAKE CONTROLER
	.XL TRIM	67E	LARGE CNTR CNSL
57B	.MANUAL A/C	98F	FLEX FUEL CAPBL
998	3.5L PFDI V6		
44U	.10-SPEED TRANS		
TC8	.235/65R16C BSW		
X73	3.73 NON-LS		
	JOB #1 ORDER		
	FRT LICENSE BKT		
16E	VINYL F/R FLOOR		

Metro Bid Item #31

Base Transit		\$24,816
Mid Roof		5061
Trailer Tow		485
mir short pr/ht		160
brake controler		405
Tri shelf with bulkhead		2959
Total		\$33,886
QUANTITY 2	=	\$67,772

quote date 1/09/2020
 PREPARED FOR Jackson County

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Pricing includes 5 days terms
 Additional term available at \$10 per day.

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 Direct 913-815-2224 Cell 913-238-0252

OFFICIAL ACTION
OF CLAY COUNTY, MISSOURI

2019-391-5

APPROVE IFB #49-19
OLATHE FORD
MACPP 2020 MODEL YEAR METRO VEHICLE
COUNTYWIDE

BY OFFICIAL ACTION OF CLAY COUNTY, MISSOURI, this IFB #49-19 with Olathe Ford for MACPP 2020 Model Year Metro Vehicle is hereby approved. The Authorized Agent of the County is authorized to sign any documents to facilitate this order.

APPROVED BY THE AUTHORIZED AGENT OF CLAY COUNTY, MISSOURI, THIS 21 DAY
OF November, 2019.

APPROVED AS TO FORM AND LEGALITY:

Lonell Reams
COUNTY COUNSELOR

Lauren S. Postwood
AUTHORIZED AGENT OF THE COUNTY



**CLAY COUNTY
PURCHASING DEPARTMENT
INVITATION FOR BID (IFB)**

IFB No.: 49-19
TITLE: MACPP 2020 MODEL YEAR METRO VEHICLE BID
ISSUE DATE: 9/16/2019

PURCHASING STAFF: Patrick West, Purchasing Specialist
PHONE No.: (816) 407-3630
E-MAIL: pwest@claycountymo.gov

**BID RESPONSES MUST BE RECEIVED BY NO LATER THAN ("CLOSE/RETURN DATE and TIME"):
TUESDAY OCTOBER 22, 2019 AT 2:00 PM CENTRAL TIME**

SUBMITTAL INSTRUCTIONS: In effort to support the County's initiative for conservation, it is preferred that bids be submitted via www.PublicPurchase.com. Sealed bids may be delivered to the Clay County Purchasing Office prior to the return date and time. Print the **Sealed Bid Label** found in Attachment 1 or type **IFB Number, IFB Title and Return Due Date** on the lower left hand corner of the envelope or package. In order for a bid to be considered complete, the Clay County document must be completed in its entirety. The cover page **MUST** be completed, all pages **MUST** be initialed and the Terms and Conditions Acknowledgement Form **MUST** be signed.

RETURN PROPOSAL TO:

US MAIL /DELIVER TO:	CLAY COUNTY PURCHASING DEPARTMENT 1 COURTHOUSE SQUARE 3rd Floor COMMISSION DESK LIBERTY, MO 64068
COURIER/DELIVER TO:	CLAY COUNTY ~ PURCHASING DEPARTMENT 16 W. FRANKLIN, SUITE 16-B LIBERTY, MO 64068

**AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWALS
DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

Countywide
Clay County Administration Building
1 Courthouse Square
Liberty, MO 64068

By signing this IFB cover page, the Vendor shall hereby declare understanding, Agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Agreement Terms and Conditions. The Vendor shall further agree that the language of this IFB shall govern in the event of a conflict with their bid. In addition, the Vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when an Official Action is signed and issued by an authorized official of Clay County, a binding Agreement shall exist between the Vendor and Clay County.

SIGNATURE REQUIRED

Olathe Ford	Debi Jones	Sales	
Company Name	Authorized Representative (Print)		Title
1845 E Santa Fe	Debi Jones		
Street Address	Authorized Signature		
Olathe KS 66062	Johnson	10/22/2019	48-0720233
City/State/Zip	County	Date	Company Tax ID No.
913-782-0881		debij@olatheford.com	
Telephone No.	Facsimile No.	E-Mail	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
Vendor Tax Filing Type with IRS (Check One)			

EXHIBIT A, continued

PRICING TABLE 1: REQUIRED PRICING

ITEM NO.	GROUP NO.	VEHICLE MAKE	VEHICLE MODEL	UNIT COST (Base Price)	QTY	BASE PRICE INCLUDING STANDARD OPTIONS
14	2	Full-Size Sedan, Rear Wheel Drive (104.0 Cu. Ft. Min) Passenger Volume, Engine; 6 Cylinder Minimum	Charger or Equal	\$ _____	ea.	no bid \$
	3	Group No. 3 Minimum Specifications for ALL Utility Vehicles are as Follows: Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Auxiliary Outlet, Factory Power Anti-Lock Brakes, Front and Rear Bumpers, Rear Defroster, Factory Power Door Locks, Carpet Floor Covering Front and Rear, Four Wheel Drive 4X4, Tinted Windows-All, Inside Day/Night Mirror, Outside Mirrors-Low Mount Both Sides, Factory AM/FM Radio, Seats-Standard for Model Bid, Standard Spare Tire for Model, Factory Power Steering, Factory Power Windows, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Front and Rear Floor Mats, Latching Glove Box, Standard Suspension for Model Bid, Auxiliary Power Outlet, Floor Covering – Carpet Front and Rear, Tires - Steel Belted Radial, BSW, All Season, Bumpers Front and Rear, Instrumentation Gauges -Standard per Model Bid. Automatic Transmssion - Standard Per Model Bid, Standard Front and Rear Axles for Model Bid.				
15	3	Sub-Compact Utility Vehicle 4X4, Engine; 4 Cylinder Minimum	Escape, Compass, Equinox or Equal	\$	ea.	\$24,411
16	3	Compact Utility Vehicle 4X4, Engine; 6 Cylinder Minimum	Cherokee, Explorer, Durango or Equal EX 4 cyl	\$	ea.	\$28,816
17	3	Full Size Utility Vehicle 4X4, Engine; 8 Cylinder Minimum	Tahoe, Yukon, Expedition, Traverse or Equal EX 6 cyl	\$	ea.	\$39,379
18	3	Large Size Utility Vehicle 4X4, Engine; 8 Cylinder Minimum	Suburban, Yukon XL, Expedition XL or Equal EX 6 cyl	\$	ea.	\$42,985
	4	Group No. 4 Minimum Specifications for ALL Pickup Trucks are as Follows: Cab "A" - 2 Door, Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Factory Power Anti-Lock Brakes, Front and Rear Bumpers Standard for Model, Factory Power Steering, Factory Power Windows, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, Rear Defroster, Front and Rear Floor Mats, Glove Box, Inside Day/Night Mirror, Outside Mirrors, Left and Right Sides - Standard for Model Bid, Dual Sun Visors, Standard Suspension for Model Bid, Factory AM/FM Radio, Auxiliary Power Outlet, Rubber/Vinyl Floor Covering Front and Rear, Maintenance Free Battery, Alternator, Headliner Factory Installed, Glass-Tinted Windows, Cab Dome Light Factory, Seat - Full Depth Foam, Vinyl, Bench, Hinged Back , 12 Volt Electrical System, Cab Dome Light-Factory, 4X2 - Two Wheel Drive Standard, Standard Automatic Transmission for Model Bid, Standard Radiator for Model Bid, Cooling System Standard for Model Bid, Front and Rear Axles Standard to Model Bid, Standard Wheelbase for Model Bid.				
19	4	Compact Pickup, Cab "A", 4x2	Frontier, Tacoma or Equal	\$ _____	ea.	\$ no bid
20	4	Midsize Pickup, 4x2, Cab "A", 4x2	Colorado, Canyon or Equal Ranger Ex: Cab B	\$ _____	ea.	\$22,672
21	4	Pickup, ½ Ton, Cab "A", 4x2	C1500, F-150, Ram 1500, Tundra or Equal	\$	ea.	\$21,491
22	4	Pickup, ¾ Ton, Cab "A", 4x2	C2500, F-250, Ram 2500 or Equal	\$	ea.	\$24,055
23	4	Pickup, 1 Ton, Cab "A", 4x2	C3500, F-350, Ram 3500 or Equal	\$	ea.	\$25,784
24	4	Compact Pickup, State Cab: _____, State Wheel Drive: _____	Ranger, Frontier, Tacoma or Equal	\$ _____	ea.	\$ no bid
25	4	Midsize Pickup, 4x2, State Cab: _____, State Wheel Drive: _____	Colorado, Canyon or Equal	\$ _____	ea.	no bid \$
26	4	Pickup, ½ Ton, State Cab: _____, State Wheel Drive: _____	C1500, F-150, Ram 1500, Tundra or Equal	\$ _____	ea.	\$ no bid
27	4	Pickup, ¾ Ton, State Cab: _____, State Wheel Drive: _____	C2500, F-250, Ram 2500 or Equal	\$ _____	ea.	\$ no bid
28	4	Pickup, 1 Ton, State Cab: _____, State Wheel Drive: _____	C3500, F-350, Ram 3500 or Equal	\$ _____	ea.	\$ no bid

Vendor's Initials: dj

EXHIBIT A, continued

PRICING TABLE 1: REQUIRED PRICING

ITEM NO.	GROUP NO.	VEHICLE MAKE	VEHICLE MODEL	UNIT COST (Base Price)	QTY	BASE PRICE INCLUDING STANDARD OPTIONS
	5	Group No. 5 Minimum Specifications for ALL Vans are as Follows: Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Factory Power Anti-Lock Brakes, Factory Power Steering, Factory Power Windows - All Side Doors, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, Latching Glove Box, Inside Day/Night Mirror, Outside Standard Suspension for Model Bid, Factory AM/FM Radio, Auxiliary Power Outlet, Rubber Floor Covering Front and Rear, Maintenance Free Battery, Alternator Standard per Model Bid, Heater - Standard for Model Bid, Radiator - Standard for Model Bid, Transmission - Standard for Model Bid, Fuel Tank-Standard for Model Bid, Headliner - Standard per Model Bid, Heater Standard per Model Bid, Outside Mirrors - Standard per Model Bid.				
29	5	Mini-Van, Passenger	Pacifica, Odyssey, Transit Connect or Equal	\$	ea.	\$ 24,688
30	5	Mini-Van, Cargo Van	Ram CV, Transit Connect, City Express or Equal	\$	ea.	\$ 22,444
31	5	Full Size Van, ¾ Ton, Cargo	C-G20, E-250, G35, B-3500 or Equal Transit T250	\$	ea.	\$ 24,816
32	5	Full Size Van, 1 Ton, Cargo	G-20, E-31, S-31 or Equal Transit T350	\$350	ea.	\$ 26,713
33	5	Full Size Van, Window, Passenger	G-20, E-31, S-31, 350 Transit or Equal Transit T350	\$	ea.	\$ 30,300
34	5	Sprinter Van, Cargo	Transit T350 or Equal	\$	ea.	\$ 35,244
	6	Group No. 6 Minimum Specifications for ALL Police Vehicles are as Follows: Dual Front Air Bags, Factory Air Conditioning, Arm Rests, Auxiliary Outlet 12V Factory Installed, 4 Wheel Disc Power Brakes, Anti-Locking Brakes, Power Door Locks (All Doors), Deactivate Door Jam Switch for Interior Lights, Dual Exhaust, Exterior, Non-Street Appearance, Floor Covering – Heavy Duty Vinyl Front & Rear (No Carpeting), Gauges Required, Glass – Tinted (All Windows), Dual Horns Required, Key-Each Vehicle Keyed Individually (3 Keys per Vehicle), Lights – Auxiliary Dome Light Header Mounted, Under Hood Light, Luggage Compartment Lamp, Inside Day/Night Mirror, Radiator – Heavy Duty Cooling Package, Factory AM/FM Radio with Digital Clock, Conventional Spare Tire and Wheel, Speedometer Calibrated in 2 MPH Increments, Spot Light mounted 6 IN on Left Side, Power Steering, Steering – Cruise and Tilt Factory Installed, Dual Sun Visors, Trunk Opener – Electric or Vacuum on Dash to Activate, Full Wheel Covers, Power Windows – All, Intermittent Wipers, Wiring – Auxiliary Fuse Block with 6 Fused Circuits, Suspension – Standard for Model Bid.				
35	6	Chevrolet Tahoe Police Patrol or Pursuit Vehicle	Chevrolet Tahoe Police Patrol or Pursuit Vehicle	\$ _____	ea.	\$ no bid
36	6	Dodge Charger Police Patrol Vehicle	Dodge Charger Police Pursuit Vehicle	\$ _____	ea.	\$ no bid
37	6	Dodge Durango Police Pursuit - Utility Vehicle	Dodge Durango Police Pursuit – Utility Vehicle	\$ _____	ea.	\$ no bid
38	6	Ford Police Interceptor - Utility	Ford Police Interceptor - Utility	\$	ea.	\$ 32,755
39	6	Police Pursuit or Patrol Vehicle	All Models not otherwise indicated Fusion 1st Responder	\$	ea.	\$ 26,157
40	6	Police Vehicle – Utility F150 FIRST RESPONDER CREW	All Models not otherwise indicated NO spot light, dark car, dual exhaust	\$	ea.	\$ 32,313

Vendor's Initials: dj _____



Jackson County
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 *phone*
(816) 847-7051 *fax*

MEMORANDUM

TO: Barbara Casamento, Purchasing Administrator

FROM: Matt Willier, Assistant Road & Bridge Admin, Public Works Department

DATE: March 16, 2020

SUBJECT: Purchase of 2 new Medium Duty Pickup Trucks

I am requesting to purchase 2 new Chevrolet Medium Duty pickup trucks. These trucks are vital to our fleet department for the use of Snow/Ice Removal, Road Program, and day to day operations. We will be salvaging some of our older vehicles so these new trucks will replace them. The money for the 2 trucks is in the Road & Bridge budget.

Thank you for your consideration,

Thank you,

Matt E. Willier

ROBERTS

Date: 4/1/2020

Roberts Chevrolet Buick
 Dean Meler, Fleet Sales Manager
 PO BOX 470
 1600 E Prairie View Rd
 Platte City, MO 64079
 816-858-3200
fleet@robertscb.com
 MACPP Group 1 Item #5

Company Name: Jackson County
 Attention: Matt Willier
 Address:
 Address 2:
 City, State, Zip:
 Phone:
 E-mail: mwillier@jacksongov.org

Option Code		Quantity	Balance	Extended Total
Model	2020 Chevrolet Silverado 6500 2WD	2	\$43,202.00	\$86,404.00
4X4	4Wheel Drive	2	\$2,755.00	\$5,510.00
C5D	22,500 GVWR	2	\$763.25	\$1,526.50
9L7	Upfitter Switches	2	\$109.25	\$218.50
A31	Power Windows	2	\$275.50	\$551.00
DPN	Power Heated Mirrors	2	\$337.25	\$674.50
FOD	63" Axle to end of frame	2	\$95.00	\$190.00
FU7	15,500 Front axle	2	\$47.50	\$95.00
HD1	15,000 Rear Axle	2	\$641.25	\$1,282.50
JL1	Brake Controller	2	\$261.25	\$522.50
MIA	Rugged Duty Transmission	2	\$142.50	\$285.00
PTO	Power Take Off	2	\$261.25	\$522.50
UVC	Rear Vision Camera	2	\$190.00	\$380.00
UY7	Trailer wiring provisions	2	\$28.50	\$57.00
V23	Grill Guard Screen	2	\$85.50	\$171.00
VYU	Snow Plow Prep Package	2	\$323.00	\$646.00
XDY	Front Traction Tires	2	\$285.00	\$570.00
YAO	Rear Traction Tires	2	\$565.25	\$1,130.50
	Competitive Discount & Spare tire delete	2	-\$1,757.41	-\$3,514.82
	This price is subject to change			
			Total Due	\$48,610.84
				\$97,221.68

Make all payments payable to: Roberts Chevrolet Buick
 Thank you for your business!

**OFFICIAL ACTION
OF CLAY COUNTY, MISSOURI**

2019-391-6

**APPROVE IFB #49-19
ROBERTS CHEVROLET BUICK
MACPP 2020 MODEL YEAR METRO VEHICLE
COUNTYWIDE**

BY OFFICIAL ACTION OF CLAY COUNTY, MISSOURI, this IFB #49-19 with Roberts Chevrolet Buick for MACPP 2020 Model Year Metro Vehicle is hereby approved. The Authorized Agent of the County is authorized to sign any documents to facilitate this order.

APPROVED BY THE AUTHORIZED AGENT OF CLAY COUNTY, MISSOURI, THIS 21 DAY OF November, 20 19.

APPROVED AS TO FORM AND LEGALITY:

Lowell K. Kiser
COUNTY COUNSELOR

Sharon S. Postward
AUTHORIZED AGENT OF THE COUNTY



**CLAY COUNTY
PURCHASING DEPARTMENT
INVITATION FOR BID (IFB)**

IFB No.: 49-19
TITLE: MACPP 2020 MODEL YEAR METRO VEHICLE BID
ISSUE DATE: 9/16/2019

PURCHASING STAFF: Patrick West, Purchasing Specialist
PHONE No.: (816) 407-3630
E-MAIL: pwest@claycountymo.gov

**BID RESPONSES MUST BE RECEIVED BY NO LATER THAN ("CLOSE/RETURN DATE and TIME"):
TUESDAY OCTOBER 22, 2019 AT 2:00 PM CENTRAL TIME**

SUBMITTAL INSTRUCTIONS: In effort to support the County's Initiative for conservation, it is preferred that bids be submitted via www.PublicPurchase.com. Sealed bids may be delivered to the Clay County Purchasing Office prior to the return date and time. Print the Sealed Bid Label found in Attachment 1 or type IFB Number, IFB Title and Return Due Date on the lower left hand corner of the envelope or package. In order for a bid to be considered complete, the Clay County document must be completed in its entirety. The cover page **MUST** be completed, all pages **MUST** be Initialed and the Terms and Conditions Acknowledgement Form **MUST** be signed.

RETURN PROPOSAL TO:

US MAIL /DELIVER TO:	CLAY COUNTY PURCHASING DEPARTMENT 1 COURTHOUSE SQUARE 3rd Floor COMMISSION DESK LIBERTY, MO 64068
COURIER/DELIVER TO:	CLAY COUNTY ~ PURCHASING DEPARTMENT 16 W. FRANKLIN, SUITE 16-B LIBERTY, MO 64068

**AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWALS
DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

Countywide
Clay County Administration Building
1 Courthouse Square
Liberty, MO 64068

By signing this IFB cover page, the Vendor shall hereby declare understanding, Agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Agreement Terms and Conditions. The Vendor shall further agree that the language of this IFB shall govern in the event of a conflict with their bid. In addition, the Vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when an Official Action is signed and issued by an authorized official of Clay County, a binding Agreement shall exist between the Vendor and Clay County.

SIGNATURE REQUIRED

Roberts Chevrolet Buick	Dean J. Meier	Fleet Manager
Company Name	Authorized Representative (Print)	Title
1600 E. Prairie View Road PO BOX 470		Authorized Signature
Street Address		
Platte City, MO 64079	Platte	10/21/19
City/State/Zip	County	Date
		43-1852858
		Company Tax ID No.
816-858-3200	816-858-3055	fleet@robertscb.com
Telephone No.	Facsimile No.	E-Mail
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
Vendor Tax Filing Type with IRS (Check One)		

Handwritten mark

EXHIBIT A

Pricing Pages

PRICING TABLE 1: REQUIRED PRICING

The Vendor shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the IFB.

ITEM NO.	GROUP NO.	VEHICLE MAKE	VEHICLE MODEL	UNIT COST (Base Price)	QTY	BASE PRICE INCLUDING STANDARD OPTIONS
	1	Group No. 1 Minimum Specifications for All Heavy Duty Trucks are as Follows: Driver Air Bag, Arm Rests – All Doors, Factory Air Conditioning, Factory Auxilliary 12 Volt Outlet, Factory Power Steering, Factory Cruise Control and Tilt Wheel, Heavy Duty Increased Cooling System, 12 Volt Electrical System, Rubber Floor Covering, Gauges – Oil, Amp, Temperature, Fuel Minimum, Tinted Windows – All, Full Length Factory Headliner, Electric Horns, Day/Night Inside Mirror, AM/FM Factory Radio, Spare Tire and Wheel, Same Size as Vehicle Tires, Dual Sun Visors, Intermittent Wipers.				
1	1	Full Size Van Cutaway Cab & Chassis	E-Series, G-Series, Freightliner, Mercedes, Ram, ProMaster or Equal Chevrolet G Series	\$	ea.	\$ 21,958.00
2	1	1-Ton Cab & Chassis	Silverado 3500 C&C C3500, F350, Ram 3500 or Equal	\$	ea.	\$ 25,726.00
3	1	15,000 GVWR Cab & Chassis	State Make & Model: Chevrolet Silverado 4500	\$	ea.	\$ 39,989.00
4	1	17,500 GVWR Cab & Chassis	State Make & Model: Chevrolet Silverado 5500	\$	ea.	\$ 40,041.00
5	1	21,000 GVRW Cab & Chassis	State Make & Model: Chevrolet Silverado 6500	\$	ea.	\$ 43,202.00
6	1	29,000 GVWR Cab & Chassis	State Make and Model:	\$	ea.	\$ N/A
7	1	34,000 GVWR Cab & Chassis	State Make and Model:	\$	ea.	\$ N/A
8	1	56,000 GVWR Cab & Chassis	State Make and Model:	\$	ea.	\$ N/A
9	1	66,000 GVWR Cab & Chassis	Cab & Chassis Conventional 6x4	\$	ea.	\$ N/A
	2	Group No. 2 Minimum Specifications for ALL Sedans are as Follows: Body Style - 4 Door Sedan: Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, 4 Door Sedan Body, Factory Power Anti-Lock Brakes, Factory Power Steering, Factory Power Windows, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, 4 Each Alloy Wheels, Rear Defroster, Front and Rear Floor Mats, Tinted Windows-All, Latching Glove Box, Inside Day/Night Mirror, Outside Dual Mirrors Controlled on Drivers Side, Dual Sun Visors, Standard Suspension for Model Bid, Factory AM/FM Radio, Auxilliary Power Outlet, Maintenance Free Battery, Alternator per Model Bid, Floor Covering – Carpet Front and Rear, Battery per Model Bid, Transmission-Automatic Standard for Model Bid, Minimum 4 Cylinder.				
10	2	Subcompact Sedan (88.5 Cu. Ft. Minimum) Passenger Volume	Chevrolet Sonic Civic, Sonic, Fit, Versa, or Equal	\$	ea.	\$ 16,859.00
11	2	Compact Sedan (94.0 Cu. Ft. Min) Passenger Volume	Golf, Corolla or Equal	\$	ea.	\$ N/A
12	2	Mid-Size Sedan – Front Wheel Drive (97.0 Cu. Ft. Min) Passenger Volume	Chevrolet Malibu Malibu, Fusion, Avenger or Equal	\$	ea.	\$ 17,661.00
13	2	Full-Size Sedan, Front Wheel Drive (104.0 Cu. Ft. Min) Passenger Volume	Avalon, Chrysler 300 or Equal	\$	ea.	\$ N/A

Vendor's Initials: *OK*

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding contracts for the furnishing of four pontoon boats and one patrol boat for use by the Parks + Rec Department to PlayCraft Boats of Richland, MO, and Midwest Marine of Harrisonville, MO, under the terms and conditions of Invitation to Bid No. 8-20, at an actual cost to the County in the amount of \$132,055.00.

RESOLUTION NO. 20419, April 27, 2020

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department needs to replace four pontoon boats in its rental fleet and one Park Ranger patrol boat; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 8-20 for the furnishing the required boats for use by the Parks + Rec Department; and,

WHEREAS, a total of twenty-two notifications were distributed and two responses were received, as follows:

<u>BIDDER</u>	<u>PONTOON BOAT</u>	<u>PATROL BOAT</u>
PlayCraft Boats Richland, MO	\$23,490.00 each	N/B
Midwest Marina Harrisonville, MO	\$24,034.00 each	\$38,095.00 each

and,

WHEREAS, the Director of Finance and Purchasing recommends award of a contract for the furnishing of four pontoon boats to PlayCraft Boats of Richland, MO, at an actual cost


to the County in the amount of \$93,960.00 and a contract for the furnishing of one patrol boat to Midwest Marine of Harrisonville, MO, at an actual cost to the County in the amount of \$38,095.00, for the reason that they have submitted the lowest and best bids; now therefore,

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


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

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. 20419 of April 27, 2020, was duly passed on _____, 2020 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: 003 1608 58165
ACCOUNT TITLE: Park Fund
Construction Services
Boats & Motors
NOT TO EXCEED: \$38,095.00

ACCOUNT NUMBER: 300 1653 58165
ACCOUNT TITLE: Park Enterprise Fund
Marinas
Boats & Motors
NOT TO EXCEED: \$93,960.00

4-23-2020
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 20419
 Sponsor(s): Tony Miller
 Date: April 27, 2020

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Awarding a Contract for the purchase of Boats for the Parks + Rec Department to Playcraft Boats of Richland, Missouri and Midwest Marine of Harrisonville, Missouri under the terms and conditions of Invitation to Bid No. 8-20</u>																
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="360 562 1448 808"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$132,055</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>\$132,055</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$132,055</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>300-1653-58165 Enterprise Fund, Marinas, Boats & Motors</td> <td>\$ 93,960</td> </tr> <tr> <td>003-1608-58165 Park Fund, Capital Projects, Boats & Motors</td> <td>\$ 38,095</td> </tr> <tr> <td>Total</td> <td>\$132,055</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <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: _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____	Amount authorized by this legislation this fiscal year:	\$132,055	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$132,055	Amount budgeted for this item * (including transfers):	\$132,055	Source of funding (name of fund) and account code number:		300-1653-58165 Enterprise Fund, Marinas, Boats & Motors	\$ 93,960	003-1608-58165 Park Fund, Capital Projects, Boats & Motors	\$ 38,095	Total	\$132,055
Amount authorized by this legislation this fiscal year:	\$132,055																
Amount previously authorized this fiscal year:																	
Total amount authorized after this legislative action:	\$132,055																
Amount budgeted for this item * (including transfers):	\$132,055																
Source of funding (name of fund) and account code number:																	
300-1653-58165 Enterprise Fund, Marinas, Boats & Motors	\$ 93,960																
003-1608-58165 Park Fund, Capital Projects, Boats & Motors	\$ 38,095																
Total	\$132,055																
PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): _____																
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253																
REQUEST SUMMARY	<p>The Parks + Rec Department needs to replace some Pontoon Boats in their Rental Fleet and the Park Rangers need to replace a Patrol Boat. The Purchasing Department issued Invitation to Bid No. 8-20 in response to those needs.</p> <p>Twenty-Two notifications were distributed and two responses were received and evaluated as follows:</p> <table border="1" data-bbox="360 1419 1513 1516"> <thead> <tr> <th>Description</th> <th>Playcraft Boats, Richland MO</th> <th>Midwest Marina, Harrisonville, MO</th> </tr> </thead> <tbody> <tr> <td>Pontoon Boats</td> <td>\$23,490.00</td> <td>\$24,034.00</td> </tr> <tr> <td>Patrol Boat</td> <td>N/B</td> <td>\$38,095.00</td> </tr> </tbody> </table> <p>Pursuant to Section 5065.6 of the Jackson County Code, the Purchasing Department and the Parks + Rec Department recommend the award of Pontoon Boats (4 Each) to Playcraft Boats of Richland, Missouri and the Patrol Boat to Midwest Marina of Harrisonville, Missouri as the lowest and best bids received in response to Invitation to Bid No. 8-20.</p>	Description	Playcraft Boats, Richland MO	Midwest Marina, Harrisonville, MO	Pontoon Boats	\$23,490.00	\$24,034.00	Patrol Boat	N/B	\$38,095.00							
Description	Playcraft Boats, Richland MO	Midwest Marina, Harrisonville, MO															
Pontoon Boats	\$23,490.00	\$24,034.00															
Patrol Boat	N/B	\$38,095.00															
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No goals assigned to this Invitation to Bid <input type="checkbox"/> VBE Goals																

ATTACHMENTS	The Abstract of Bids, Recommendation Memorandums from the Parks + Rec Department and the pertinent pages of each recommended vendor's bid	
REVIEW	Department Director: <i>Michelle Newman</i>	Date: 4/17/2020
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	County Counselor's Office: <i>Byron O. Brinkley</i>	Date: <i>4/23/20</i>

APPROVED
By Mark Lang at 12:05 pm, Apr 17, 2020

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.

ATTACHMENTS	The Abstract of Bids, Recommendation Memorandums from the Parks + Rec Department and the pertinent pages of each recommended vendor's bid	
REVIEW	Department Director: <i>Michele Newman</i>	Date: 4/17/2020
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>Ray M Schutte</i>	Date: 4-21-2020
	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: April 17, 2020

RES # 20419

Department / Division Character/Description Not to Exceed

003 Park Fund

1608 Construction Services 58165 Boats & Motors \$ 38,095

300 Park Enterprise Fund

1653 Marinas 58165 Boats & Motors 93,960

\$ 132,055

APPROVED
By Mark Lang at 12:04 pm, Apr 17, 2020

Budget Office

ABSTRACT OF BIDS

Invitation to Bid No. 8-20 Boats Opens: 2:00 PM, CDT on 3/17/20		Playcraft	Midwest Marine	AMOUNT	AMOUNT	AMOUNT	AMOUNT
NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1	Pontoon Boats	EA	4	\$ 23,490 ⁰⁰	34,034 ⁰⁰		
2	Patrol Boat	EA	1	NIB	38,095 ⁰⁰		

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: March 17, 2020, BY
Medi H Rowland
 CLERK OF THE LEGISLATURE
Barbara Casamento
 PURCHASING



**JACKSON COUNTY
Parks + Rec**

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

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

MEMORANDUM

April 15, 2020

Barb,

Jackson County Parks + Rec recommends Playcraft Boats out of Richland Missouri for the purchase of (4) pontoons with motors on Bid No. 8-20 Pontoon Boats. We like the 24' Playcraft Clipper 2400 w/10' Bimini w/ canvas top including overhead straps & braces, colors to be selected by Jackson County Parks + Rec, Yamaha F25 LE Outboard motor with power trim/tilt for a total of \$93,960 delivered.

Playcraft Bid \$23,490 per x 4 = \$93,960
Midwest Marine Bid \$24,034 per x 4 = \$96,136

Enterprise Fund -300-1653-58165 \$93,960

Bob McMillin

Superintendent of Golf & Marina's
Jackson County Parks + Rec
11100View High Drive
Kansas City, Missouri 64134
Office: 816-765-8405
Email: bmemillin@jacksongov.org
Web: www.MakeYourDayHere.com



Frank White, Jr., County Executive



JACKSON COUNTY
Parks + Rec

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

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

Barbara,

Jackson County Parks + Rec recommends Midwest Marine out of Harrisonville Missouri for the purchase of (1) patrol boat with motor and trailer on Bid No. 8-20, One Patrol Boat. We like the 20'-6", SeaArk, Bay Runner 210, with Merc Center Console, color to be selected by Jackson County Parks + Rec, with Mercury 150XL Pro EX motor, and a Marine Master TA2027-G, Galv. Tandem Trailer. For a total of \$38,095 delivered.

Midwest Marine Bid \$38,095

Park Fund: 003-1608-58165, \$40,000

Chief Joe Piccinini

Superintendent of Park Safety and Enforcement

Jackson County Parks + Rec

816-503-4892



Frank White, Jr., County Executive

5.2 Jackson County, Missouri reserves the right to determine if items bid are equal to items specified herein.


6.0 QUESTIONS

- 6.1 All Questions regarding this Invitation to Bid **must be in writing and e-mailed** as detailed under General Conditions, Item Number Five (5) on Page Ten (10) of this Invitation to Bid by **March 10, 2020** by 5:00 p.m., CST.
- 6.2 Point of contact for this Invitation to Bid is Barbara Casamento, e-mail address: bcasamento@jacksongov.org.
- 6.3 All answers to questions will be published on the County's website in the form of Addenda. Respondents must check for Addenda prior to submitting their proposal.
- 6.4 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Bidders or their agents **may not** contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Bidder's submission.

7.0 QUOTATION

Delivery must be included in all pricing.

NO.	ITEM	EACH	TOTAL
1.0	Four Pontoon Boats, per Specifications Section 3.1 Delivery Date After Receipt of Order	\$23,490.00 120 Days	\$93,960.00
2.0	One Patrol Boat, per Specification Section 3.2		

SIGNATURE: 	DATE: 3/11/2020
NAME (PRINT): Joe Dorris	PHONE: 573-765-3265
TITLE (PRINT): Vice President	CELL: 417-861-9962
COMPANY NAME (PRINT) PlayCraft Boats	FAX: 573-765-3202
E-MAIL ADDRESS (PRINT) joe@playcraftboats.com	
E-MAIL ADDRESS FOR PO'S (PRINT) joe@playcraftboats.com	
URL (PRINT): www.playcraftboats.com	

5.2 Jackson County, Missouri reserves the right to determine if items bid are equal to items specified herein.

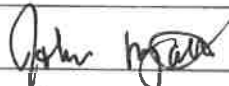
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7.0 QUOTATION

Delivery must be included in all pricing.

NO.	ITEM	EACH	TOTAL
1.0	Four Pontoon Boats, per Specifications Section 3.1	\$ 24,034	\$ 96,136
2.0	One Patrol Boat, per Specification Section 3.2	\$ 38,095	\$ 38,095

SIGNATURE: 	DATE: 03/13/2020
NAME (PRINT): John Myatt	PHONE: 816 - 380 - 7891
TITLE (PRINT): Sales Manager	CELL:
COMPANY NAME (PRINT) Midwest Marine Boat Co LLC	FAX: 816 - 887 - 7892
E-MAIL ADDRESS (PRINT) John@midwestmarineboats.com	
E-MAIL ADDRESS FOR PO'S (PRINT) John@midwestmarineboats.com	
URL (PRINT): www.midwestmarineboats.com	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION calling on the Legislature for a vote of no confidence in the Director of Finance and Purchasing, Bob Crutsinger.

RESOLUTION NO. 20420, April 27, 2020

INTRODUCED BY Crystal Williams, Dan Tarwater III, and Theresa Cass Galvin,
County Legislators

WHEREAS, a vote of no confidence is defined as a statement or vote about whether a person in a position of responsibility (government, managerial, etc.) is no longer deemed fit to hold that position, perhaps because they are inadequate in some aspect, are failing to carry out obligations, or are making decisions that other members feel detrimental; and,

WHEREAS, on June 15, 2018, by Executive Order No. 18-13, Bob Crutsinger was appointed to his position as Director of Finance and Purchasing and,

WHEREAS, by Resolution 19870, dated May 21, 2018, the Legislature did authorize the execution of an Employment Agreement with Mr. Crutsinger, commencing on June 15, 2018 and terminating on December 31, 2019; and,

WHEREAS, pursuant to section V(C). Termination, the County may terminate the Agreement for cause, with "cause" defined in part as:

(vii) The willful and continued failure to substantially perform Bob Crutsinger's duties for the County (other than as a result of incapacity due to physical or mental illness); or

(viii) Willful conduct by Bob Crutsinger that is demonstrably and materially injurious to the County, monetarily or otherwise.

and,

WHEREAS, due to the ever-increasing complexity of the County's financial operations, the Legislature believes the County's Finance Department needs a stronger skill set to provide timely reports regarding overtime, insurance proceeds, other financial reports and the financial impact the Stay at Home Order will have on the County's revenue streams; and,

WHEREAS, the County is currently undergoing an audit by the Missouri State Auditor and the County has been directed to exercise increased controls over its financial operations; and,

WHEREAS, Mr. Crutsinger continues to disregard recommendations of the Missouri State Auditor regarding transfers and backdating of data; and,

WHEREAS, under the current emergency, and in consideration of the incoming funds from the CARES Act, the County needs accurate and timely reporting and communication regarding financial information to all County officials; and,

WHEREAS, the Legislature has concerns with Mr. Crutsinger's leadership, decision-making, and communication regarding these important issues the County is now facing; and,

WHEREAS, all these actions place the taxpayers and the Legislature, acting on behalf of the taxpayers of Jackson County, in a precarious position with the State of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby expresses its vote of no confidence in the Director of Finance and Purchasing, Bob Crutsinger and urges the County Executive to take appropriate action to remedy this situation.

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. 20420 of April 27, 2020, was duly passed on _____, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature