

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract to Conkave, LLC, of Overland Park, KS, for maintenance and web development services for the Prosecuting Attorney's website, at a cost to the County not to exceed \$3,000.00.

RESOLUTION #17617, June 27, 2011

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for maintenance services for the Prosecuting Attorney's website to Conkave, LLC, of Overland Park, KS, at a cost to the County not to exceed \$3,000.00; and,

WHEREAS, Conkave, LLC is the current provider of web development and maintenance services for the Prosecuting Attorney's website; and,

WHEREAS, pursuant to section 1030.5, Jackson County Code, 1984, competitive bidding is not required when a purchase does not exceed \$5,000.00 in a one-year period; now therefore,

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

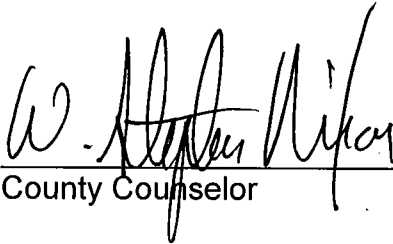
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

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 #17617 of June 27, 2011, was duly passed on July 11, 2011 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

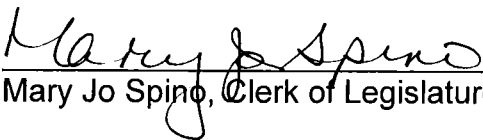
Nays 0

Abstaining 0

Absent 1

7.12.11

Date



Mary Jo Spino, Clerk of Legislature

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

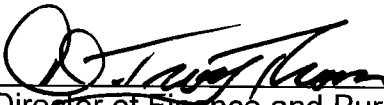
ACCOUNT NUMBER: 001 4101 56080
ACCOUNT TITLE: General Fund
Prosecuting Attorney
Other Professional Services
NOT TO EXCEED: \$ 750.00

ACCOUNT NUMBER: 008 4152 56080
ACCOUNT TITLE: Anti-Drug Sales Tax
Criminal Prosecution
Other Professional Services
NOT TO EXCEED: \$ 750.00

ACCOUNT NUMBER: 008 4154 56080
ACCOUNT TITLE: Anti-Drug Sales Tax
Deferred Prosecution
Other Professional Services
NOT TO EXCEED: \$ 750.00

ACCOUNT NUMBER: 008 4156 56080
ACCOUNT TITLE: Anti-Drug Sales Tax
Community Crime/Drug Prevention
Other Professional Services
NOT TO EXCEED: \$ 750.00

June 23, 2011
Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 17617

Sponsor(s): Dan Tarwater

Date: June 27, 2011

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Resolution authorizing the County Executive to enter into an Agreement with Conkave, LLC. in the amount on \$3,000.00.</u></p>																		
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="332 571 1209 1249"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$3,000.00</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>\$3,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$ 3000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM:</td> <td></td> </tr> <tr> <td>Prosecuting Attorney – General Fund, 001-4101, Other Professional Services -56080</td> <td>FROM ACCT 001-4101-56080 \$750</td> </tr> <tr> <td>Prosecuting Attorney – Anti Drug Sales Tax Fund, 008-4152, Other Professional Services -56080</td> <td>FROM ACCT 008-4152-56080 \$750</td> </tr> <tr> <td>Prosecuting Attorney – Anti Drug Sales Tax Fund, 008-4154, Other Professional Services -56080</td> <td>FROM ACCT 008-4154-56080 \$750</td> </tr> <tr> <td>Prosecuting Attorney – Anti Drug Sales Tax Fund, 008-4156, Other Professional Services -56080</td> <td>FROM ACCT 008-4156-56080 \$750</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:	\$3,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$3,000.00	Amount budgeted for this item * (including transfers):	\$ 3000	Source of funding (name of fund) and account code number; FROM:		Prosecuting Attorney – General Fund, 001-4101, Other Professional Services -56080	FROM ACCT 001-4101-56080 \$750	Prosecuting Attorney – Anti Drug Sales Tax Fund, 008-4152, Other Professional Services -56080	FROM ACCT 008-4152-56080 \$750	Prosecuting Attorney – Anti Drug Sales Tax Fund, 008-4154, Other Professional Services -56080	FROM ACCT 008-4154-56080 \$750	Prosecuting Attorney – Anti Drug Sales Tax Fund, 008-4156, Other Professional Services -56080	FROM ACCT 008-4156-56080 \$750
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): n/a</p>																		
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Angela Gravino 6/17/11</p>																		

REQUEST SUMMARY	<p>Requesting a Resolution authorizing the County Executive to enter into an Agreement with Conkave, LLC. in the amount of \$3,000.00. Contact person is Vishal Kurup, PO Box 25192, Overland Park, Kansas 66225.</p> <p>Conkave will provide maintenance services for the Jackson County Prosecuting Attorney's website. Attached is a list of services.</p> <p>Term of the agreement is 4/1/11 through 12/31/11. Payment due upon invoice.</p> <p>Funds should be allocated from:</p> <p>001-4101-56080 \$750.00 008-4152-56080 \$750.00 008-4154-56080 \$750.00 008-4156-56080 \$750.00</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: <i>Jean Peters Baker</i>	Date: <i>6/17/11</i>
	Finance (Budget Approval): <i>If applicable Deborah A Hall</i>	Date: <i>6-21-11</i>
	Division Manager: <i>[Signature]</i>	Date: <i>6/21/11</i>
	County Counselor's Office:	Date:

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

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

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

Account Number:	Account Title:	Amount Not to Exceed:
001-4101-56080	Prosecuting Attorney General Fund – Other Professional Services	\$750
008-4152-56080	Prosecuting Attorney Anti-Drug Sales Tax Fund – Other Professional Services	\$750
008-4154-56080	Prosecuting Attorney Anti-Drug Sales Tax Fund – Other Professional Services	\$750
008-4156-56080	Prosecuting Attorney Anti-Drug Sales Tax Fund – Other Professional Services	\$750

- 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.

CONKAVE LLC

GENERAL SERVICE AGREEMENT

This document is a general service agreement and outlines the various services offered by our company. Please note that **rates for services are subject to change without notice**. For current rates and service offerings, please contact us at sales@conkave.com **prior to beginning any work**.

The term "Work" used in this document refers to any service carried out per "Client's" request (Client refers to person/office/company or any other entity making the request) by the "Consultant" (Consultant refers to Conkave and includes Consultant, Consultant's sub-consultants, and their respective partners, officers, directors, shareholders and employees.)

Sample Services and Hourly Rates (The below mentioned rates are sample rates only, for current rates, please contact our Sales Team):

Administrative Activities (\$85/hour): Administrative activities include items such as domain setup, research, meetings, reports, telephone and email correspondence, and all interaction with third parties.

Basic Development (\$75/hour): Basic Development is limited to graphic and concept development and HTML programming.

Flash Development (\$85/hour & up): Includes flash presentations, slideshows and other flash objects and files, as well as any ActionScript related programming.

Database Programming (\$100/hour & up): Database programming includes creation and modification of tables in a client's existing database, writing queries to post and retrieve data from databases.

Database programming costs vary based on database technology used and do not include costs of any database related software or licenses. If client's work involves the use of database programming or interaction with database technologies, client may request a per hour cost for such work from consultant prior to consultant beginning the programming process.

Web Programming (\$85/hour & up): Web programming refers to all non-HTML & non-actionscript programming and includes but is not limited to ASP, ASP.net, PHP and Coldfusion programming.

Programming costs vary based on programming language used and do not include the prices of any licenses for client's use of the technology. If client's work involves the creation of non-html pages, client may request a per hour cost for such work from consultant prior to consultant beginning the programming process.

Other Miscellaneous Services: Other Miscellaneous services include but are not limited to any services not listed above, and are subject to additional charges and different rates. (For example, the use of a photographer for product shots).

CONKAVE LLC

GENERAL SERVICE AGREEMENT

Additional Expenses:

Client agrees to reimburse Consultant for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel).

Please note that because of licensing agreements, stock photography used in creating graphics etc. cannot be transferred to the client.

ASSIGNMENT OF WORK:

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials.

PERMISSIONS AND RELEASES:

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

COPYRIGHT NOTICE:

Copyright is in Consultant's name. Upon completion of Work, the copyright will only be released to the Client upon payment in full.

Consultant retains the right to display any designs created as part of the Work as examples in his portfolio.

Limitation of Liability:

It is the CLIENT'S responsibility to discuss any risks and rewards associated with this WORK with the CONSULTANT, as well as CONSULTANT'S fee for services prior to beginning the Work. For all WORK, CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT'S total aggregate liability to CLIENT is limited to the total amount of fees paid by CLIENT to CONSULTANT, for any and all damages, claims, losses, expenses or claim expenses (including attorney's fees) from any cause or causes regardless of the legal theory under which such liability is imposed.

CONKAVE LLC

GENERAL SERVICE AGREEMENT

Such causes include, but are not limited to, CONSULTANT'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

As used in the above paragraph, "CONSULTANT" includes Consultant, Consultant's sub-consultants, and their respective partners, officers, directors, shareholders and employees.

PAYMENT SCHEDULE:

Payment is due within 7 business days of client being notified that work is complete.

VALIDITY & TERMINATION:

This agreement (when signed by both CLIENT and CONSULTANT) is valid for the period **May 9th, 2011 - June 9th 2012.**

Either party may terminate this Agreement by giving 10 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within ten days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client: _____ Date _____

On behalf of Consultant: _____ Date _____