

Request for Legislative Action

Res. #20812
Sponsor: Theresa Cass Galvin
Date: November 8, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20812
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/8/2021

Introduction
Action Items: ['Award']
Project/Title:
Purchase fuel from the City of Independence for the Public Works vehicles 12 month Term & Supply Contract.

Request Summary
Departmental Usage approximated Per year: Development: \$5000.00 Engineering: \$10100.00 Road & Bridge: \$6500.00 Director of Public Works: \$500.00 To purchase fuel for the Public Works vehicles under County Code 1030.2 per the service agreement sent by the City of Independence 10/10/2021. Attached you will find the new agreement between Jackson County and the City of Independence to cover until October 10, 2021. The county has no gas pumps at our facilities in Independence. We utilize the City of Independence fuel to fill county vehicles at the price of 11 cents over their purchase price.

Contact Information			
Department:	Public Works	Submitted Date:	10/21/2021
Name:	Kristina J. Johnson	Email:	KJohnson@jacksongov.org
Title:	Office Administrator	Phone:	816-881-4449

Budget Information	
Amount authorized by this legislation this fiscal year:	!Unexpected End of Formula
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
	1502 (Engineering)	57110 (Gasoline)	!Unexpected End of Formula
	1501 (Director of Public Works)	57110 (Gasoline)	!Unexpected End of Formula
	1506 (Road & Bridge Maintenance)	57110 (Gasoline)	!Unexpected End of Formula
	1502 (Engineering)	57110 (Gasoline)	!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20222	August 12, 2019

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Purchase from Another Government
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> 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. 	

Request for Legislative Action

History

Kristina J. Johnson at 10/21/2021 2:10:12 PM - [Submitted |]
Department Director: Brian Gaddie at 10/25/2021 10:14:25 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/25/2021 3:39:17 PM - [Approved |]
Compliance: Katie M. Bartle at 10/26/2021 9:20:15 AM - [Approved | eRLA 280]
Finance (Budget): Mark Lang at 10/27/2021 12:16:17 PM - [Approved | A fiscal note is not required for
Term & Supply contracts.]
Executive: Sylvya Stevenson at 10/28/2021 9:30:26 AM - [Approved |]
Legal: Elizabeth Freeland at 11/4/2021 8:33:08 AM - [Approved |]



INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

FUEL SERVICE AGREEMENT

This Agreement, entered into this _____ day of _____, 2021, is by and between Jackson County (hereinafter called County), and the City of Independence (hereinafter called City), for fuel services. This agreement is to extend services provided by City Ordinance No. 15223, initially agreed to on October 10, 2002.

The County desires to use the City's Public Works Facility site at 1030 S. Crysler, Independence, MO 64050, for fueling purposes for County Vehicles.

The City is agreeable to sell fuel to the County at a cost of eleven cents per gallon over the purchase price.

In consideration of this agreement both parties mutually agree:

1. The City will provide fuel upon availability to County vehicles to be dispensed in a manner approved by the City. The County agrees to waive, release and forever discharge the City and to hold harmless and indemnify the City, its employees, administrators, officers, agents and representatives from all costs, including attorney's fees, arising from any and all injuries and/or damages incurred by the County and/or its employees in the course of the provision of fuel by the City to the County.
2. The City will maintain a record of fuel used by County asset number, and bill the County monthly based upon total usage. The City does not make any representations, warranties or agreements as to the quality or suitability of the fuel, the facilities and equipment at this facility.
3. The County agrees to pay on a monthly basis, bills issued by the City within 30 days of receipt of bill.
4. The parties agree that the price of the fuel dispensed shall be the City's purchase price plus eleven cents per gallon, which shall cover the cost to manage the fueling system. This agreement shall be for the period of October 11, 2021, and ending October 10, 2022. This agreement may be renewed for successive annual periods upon agreement by both parties, with 90 days notice. Notice of termination shall be done 90 days before the termination date.

City
By Bryan Kidney - Finance & Admin Director

County
By _____

Date 10/7/2021

Title _____

Approved by City Counselor

Date _____

By [Signature]

Date 10/7/21