

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$23,550.00 within the 2020 General Fund and authorizing the Director of Finance and Purchasing to execute a fifteen-month sole source contract with CB 1211 McGee, LLC, of Kansas City, MO, for the continued rental of fifty parking spaces at the former Kansas City School District building, at an actual cost to the County in the amount of \$48,750.00 [for the 2019-2020 term].

RESOLUTION NO. 20382, March 2, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, pursuant to Resolution 17943, dated July 23, 2012, the County had previously entered into a month-to-month agreement with the Kansas City, Missouri School District (KCMSD) for 50 spaces of parking at the old school district headquarters building at 1211 McGee in Kansas City at a below market rate of \$42/space/month, to meet some of the County's supplemental parking needs; and,

WHEREAS, rental for parking at 1211 McGee was previously included in the County Executive's FY2020 budget in the amount of \$25,200; and,

WHEREAS, the 1211 McGee building and parking lot was subsequently sold by the KCMSD for redevelopment to CB 1211 McGee, LLC, of Kansas City, MO, an entity affiliated with Copaken-Brooks Realty; and,

WHEREAS, the previous County parking agreement with the KCMSD was honored by Copaken-Brooks until September 30, 2019; and,

WHEREAS, there is an extremely limited availability of alternative parking options within proximity of the Downtown Courthouse, thus making a sole source negotiated contract appropriate; and,

WHEREAS, a negotiated rate of \$65/space/month from October 1, 2019, until December 31, 2020, has been tentatively agreed to and is being presented to the Legislature for consideration; and,

WHEREAS, after the expiration of the term of the contract on December 31, 2020, the County will have the option of extending the contract on a month-to-month basis through December 31, 2021; and,

WHEREAS, these fifty parking spaces will only be needed until the repairs to the Jackson County Downtown Courthouse are completed by the end of 2021; and,

WHEREAS, these parking spaces will allow current occupants of County Lot A to have parking proximate to the Courthouse, with all other parkers moved to the County-owned 14th Street garage; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Non-Departmental - County Improvement 001-5113	56790- Other Contractual Services	\$23,550	
County Improvement Fund DTCH Repairs & Improvements 013-1241	56121- Parking Expenses		\$23,550

and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Parking License Agreement with CB 1211 McGee, LLC; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20382 of March 2, 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: 001 5113 56790
ACCOUNT TITLE: General Fund
Non-Departmental - County Improvement
Other Contractual Services
NOT TO EXCEED: \$23,550.00

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 funding for future years is subject to annual appropriation for the obligation herein authorized.

ACCOUNT NUMBER: 001 1001 56121

ACCOUNT TITLE: General Fund
County Executive
Parking Expenses

NOT TO EXCEED: \$25,200.00

ACCOUNT NUMBER: 013 1241 56121

ACCOUNT TITLE: County Improvement Fund
DTCH Repairs and Improvements
Parking Expenses

NOT TO EXCEED: \$23,550.00

[Funds for 2021 are subject to appropriation in the County's then current annual budget.]

3/5/2020

Date



Chief Administrative Officer

March 9, 2020

PARKING LICENSE
Board of Education Garage

This Parking License (the “**Agreement**”) is made as of the McGee, LLC (“**Licensor**”) and Jackson County, Missouri (“**Licensee**”).

by and between CB 1211

RECITALS:

- A. Licensor owns the multi-level parking garage that commonly known as the Board of Education Garage located at 1211 McGee Street in downtown Kansas City, Missouri (the “**Garage**”).
- B. Licensee desires Licensor to grant Licensee the non-exclusive right to use up to 50 non-reserved uncovered parking spaces during the “Permitted Parking Hours” (as defined in this Agreement) in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions.

“**Registered Parker**” shall mean an authorized direct employee of Jackson County, Missouri.

“**Permitted Parking Hours**” shall mean the following permitted parking hours: 6:00 AM to 5:30 PM Monday through Friday only, no weekend or evening use is permitted.

“**Permitted Parking Area**” shall mean parking spaces designated by Licensor on the uncovered roof level of the Garage, as the same may be relocated from time to time by Licensor. The initial Permitted Parking Area is shown on the parking plan attached hereto as Exhibit A.

2. License. Licensor will cause parking operator to register Licensee’s employees. Licensor may deactivate any registration in the event of Licensee or any Registered Parker breaches or fails to comply with any of the terms and conditions of this Agreement or any rules and regulations applicable to the Garage. The Registered Parkers shall have the non-exclusive right to park the permitted vehicles only within the Permitted Parking Area in accordance with and subject to the terms and conditions contained in this Agreement. Licensee shall comply and shall cause all Registered Parkers to comply with all rules and regulations from time to time promulgated by Licensor with respect to the operation and use of the Garage. If any vehicle parked within the Garage under this Agreement is not removed from the Garage by the end of the Permitted Parking Hours of any particular day, access for the Registered Parker associated with such vehicle may be suspended and the vehicle will be subject to a Parking Fine for exceeding the “Permitted Parking Hours.”

3. Term. The term of this Agreement shall commence on October 1, 2019 and shall expire on December 31, 2020. Notwithstanding anything contained in this Agreement to the contrary, Licensor shall have the absolute right to terminate this Agreement at any time for any or no reason by delivering written notice to Licensee. If Licensor shall so elect, this Agreement shall terminate effective as of the date that is 30 days after the date of Licensor’s termination notice. Upon the expiration of the term, if the Agreement has not been sooner terminated, the Agreement shall automatically continue thereafter from month to month until either party gives sixty (60) days’ notice or until December 31, 2021.

4. License Fee. Licensee shall, throughout the term of this Agreement, pay to Licensor a monthly fee (the “**License Fee**”) in accordance with the provisions of this Section 4. The License Fee shall be payable on the first day of each calendar month in advance without demand, set-off or deduction in an amount equal to \$3,250.00. The License Fee for the calendar months in which the term of this Agreement commences, expires or is terminated shall not be prorated. Licensee shall pay the License Fee to the parking operator, SP Plus or their successors, through automated ACH payment pursuant to instructions provided by parking operator, or by such other payment process and/or payment address that Licensor shall designate to Licensee in writing.

5. Rules & Regulations. Licensee shall comply and shall cause all Registered Parkers to comply with all rules and regulations from time to time reasonably promulgated by Licensor with respect to the operation and use of the Garage. Licensee, within 10 days after demand from Licensor, shall deliver to Licensor a complete listing of the names,

vehicle makes & models and license plate numbers of Registered Parkers, such list shall be periodically updated by Licensee within 10 days after demand by Licensor. The initial Parking Rules are shown on the Parking Lot Policy attached hereto as Exhibit B.

6. Default. If (a) the License Fee or any other charge payable hereunder shall be unpaid on the date payment is required by the terms hereof and such failure shall continue and not be remedied within 5 days after Licensor shall have delivered written notice of such failure to Licensee, (b) the aggregate of all Parking Fines assessed in any calendar month exceeds \$500.00, (c) Licensee or any Registered Parker fails to perform or comply with any of the other terms hereof and such failure shall continue and not be remedied within 10 days after Licensor shall have delivered Licensee written notice of such failure, or (d) Licensee or any Registered Parker shall breach or fail to perform any particular term or condition of this Agreement twice in any 12 month periods, then Licensee shall be in default under this Agreement and Licensor shall have the right, in addition to any other rights and remedies Licensor may have at law or in equity, to immediately terminate this Agreement by giving notice thereof to Licensee. If Licensor so elects to terminate this Agreement pursuant to this Section, this Agreement and Licensee's rights under this Agreement shall terminate as of the date of such notice.

7. Liability. Licensee and the Registered Parkers shall use the Garage at their own risk. Licensor and its agents, parking operator and employees shall not be liable for any injury, death, property damage, theft or disappearance occurring in, on or about the Garage or to Licensee, the Registered Parkers, or Licensee's or Registered Parkers' vehicles (or any vehicles parked in the Garage by Licensee or any Registered Parker) or anyone claiming by, through or under Licensee or the Registered Parkers. Licensor shall not be liable in any manner whatsoever to Licensee, the Registered Parkers or to any third party by reason of Licensor's act or failure to act in providing or maintaining security in the Garage. Licensee acknowledges that any security service provided in the Garage or is intended solely for the benefit of the Garage or and not for the benefit and protection of Licensee, the Registered Parkers or any third party or any of their respective personal property or vehicles.

8. Non-exclusive Right. Parking spaces in the Garage are over sold, based on expected use. Licensor shall have the right to limit or relocate Registered Parkers from time to time to accommodate area events.

9. Casualty Damage. If the Garage is damaged by a casualty which prevents all or some of the Registered Parkers from parking in the Garage, then the License Fee payable hereunder shall be equitably abated in accordance with the nature of such interference caused by such casualty until such interference shall cease. Further, if the Garage or is damaged by any casualty or other cause, Licensor shall have the absolute right to terminate this Agreement.

10. No Assignment. Licensee shall not assign this Agreement or its rights under this Agreement nor shall Licensee permit any person or party other than the Registered Parkers to park in the Garage.

11. Changes to Garage; Relocation. Licensor shall have the right to reduce, re-arrange and relocate the layout or location of the parking areas within the Garage from time to time, and shall have the right, by notice to Licensee, to relocate all or part of the Licensee's parking rights to other parking areas located within 3 blocks of the Garage. Upon such notice, the number of relocated Registered Parkers shall be automatically terminated with respect to the Garage and applicable to the other parking areas as described in Licensor's notice.

12. Miscellaneous. The term and provisions of this Agreement shall be governed by and construed under the laws of the State of Missouri. This Agreement represents the entire agreement of the parties hereto with respect to parking in the Garage and no change may be made hereto unless the same is made in writing and signed by the parties hereto. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CB 1211 McGee, LLC

By: _____

Name: _____

Title: _____

“LICENSOR”

Jackson County Missouri

By: _____

Name: _____

Title: _____

“LICENSEE”

LICENSEE’S Billing Address:

EXHIBIT A
LOCATION OF PARKING AREA

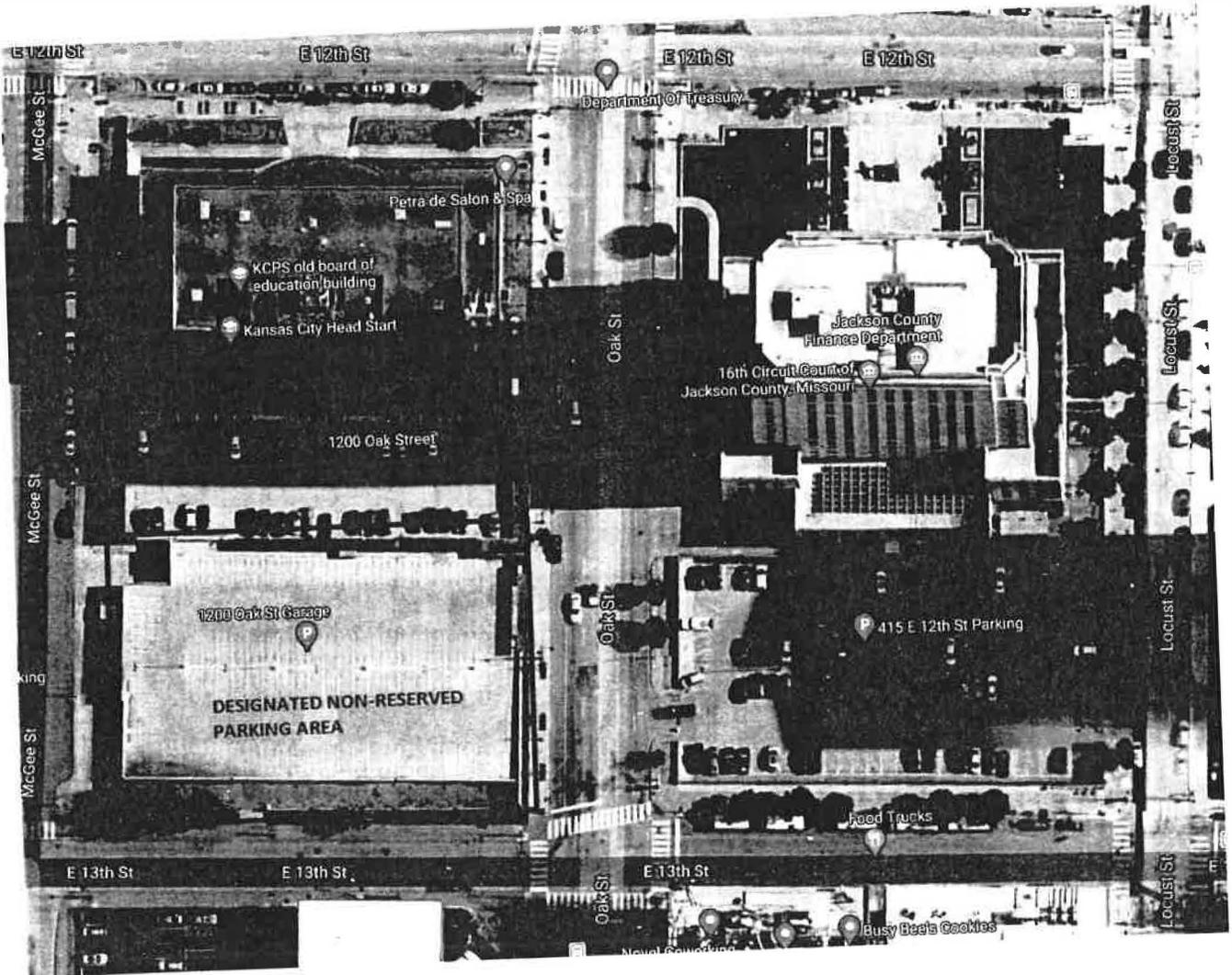
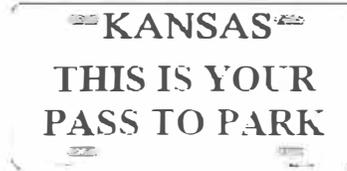


EXHIBIT B
PARKING LOT POLICY



INNOVATION OPERATION™



Surface Lot Parking and License Plate
Recognition

Welcome to automated parking offered by parking.com on behalf of SP+ Parking. We are thrilled to have you as customer and wanted to provide you a few key notes about License Plate Recognition (LPR), how we use it, your role as a customer and how we work together for the optimal parking experience. Monthly paid parking is a convenience option as opposed to paying daily. The intent is for one parker (or a company with several parkers) to register their vehicles (up to two plates per paid stall) so that they do not have to pay daily at the kiosk or through an app.

Here are the general requirements:

- All surface lot parkers must be registered in our systems with a current license plate
- Registered parkers must report changes to their license plates at a minimum of 1 business day before parking on the lot.
 - All changes should be reported to: kcots@spplus.com
 - Please allow us an opportunity to respond that your plate has been updated before parking.
- Monthly parking is not to be used to accommodate transient (short term) staff, visitor, guest parking or other similar situations. If you need a special accommodation, please email our team for other paid options.
- Individual accounts should be paid by the 5th of each month to avoid late payment tickets.
- A written cancellation request is required to stop billing
 - All cancellations should be reported to: kcots@spplus.com
- **Your license plate is your "pass" for parking.**
- Please see your parking contract for terms and conditions. If you need another copy, please email our team kcots@spplus.com

SP Plus Corporation, 2405 Grand Blvd, Suite 1020, Kansas City, MO 64108
816-365-5845 jbesares@spplus.com

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$7,366.00 from the undesignated fund balance of the 2020 General Fund in acceptance of insurance proceeds for the repair of a 2014 Dodge Charger Sheriff's patrol vehicle.

ORDINANCE NO. 5319, March 9, 2020

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the County has received a payment from its auto insurer, MOPERM, representing the cost of repairs to a Sheriff's Office patrol vehicle that struck two deer; and,

WHEREAS, an appropriation is necessary to place the insurance payment in the proper spending account, so that the funds may be used to repair the vehicle; 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 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
001-9999	47040 – Reimb. Damage Claims	\$7,366	
001-2810	Undesignated Fund Balance		\$7,366
001-2810	Undesignated Fund Balance	\$7,366	
Sheriff			
001-4201	56530 – Maint & Repair Auto Equip.		\$7,366

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. 5319 introduced on March 9, 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. 5319.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 2810
ACCOUNT TITLE: General Fund
Undesignated Fund Balance
NOT TO EXCEED: \$7,366.00

3/5/2020
Date


Chief Administrative Officer

REQUEST FOR EXECUTIVE ACTION

MAR 3 '20 PM 1:57

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5319

Sponsor(s): Crystal Williams

Date: March 9, 2020

MAR 03 2020

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: An ordinance appropriating \$7,365.54 in acceptance of insurance proceeds for the repair of a 2014 Dodge Charger Sheriff's patrol vehicle.												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="324 556 1461 840"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$7,365.54</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$7,365.54</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM: 001-2810 – General Fund-Undesignated Fund Balance</td> <td>\$7,365.54</td> </tr> <tr> <td>TO: 001-4201-56530 – General Fund-Sheriff's Office-Auto Equipment</td> <td>\$7,365.54</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:	\$7,365.54	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$7,365.54	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number: FROM: 001-2810 – General Fund-Undesignated Fund Balance	\$7,365.54	TO: 001-4201-56530 – General Fund-Sheriff's Office-Auto Equipment	\$7,365.54
Amount authorized by this legislation this fiscal year:	\$7,365.54												
Amount previously authorized this fiscal year:	\$0												
Total amount authorized after this legislative action:	\$7,365.54												
Amount budgeted for this item * (including transfers):	\$0												
Source of funding (name of fund) and account code number: FROM: 001-2810 – General Fund-Undesignated Fund Balance	\$7,365.54												
TO: 001-4201-56530 – General Fund-Sheriff's Office-Auto Equipment	\$7,365.54												
PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): _____												
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Deputy James Murphy 816.541.8017												
REQUEST SUMMARY	Requesting \$7,365.54 be appropriated into 001-4201-56530 in acceptance of insurance proceeds from MOPERM for damage sustained to a patrol vehicle when the vehicle struck two deer.												
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	Copy of MOPERM check												
REVIEW	<table border="1" data-bbox="316 1690 1550 1942"> <tr> <td>Department Director: <i>Daryl Fitch</i></td> <td>Date: <i>2-28-20</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>Sarah M...</i> <i>If applicable</i></td> <td>Date: <i>3/3/20</i></td> </tr> <tr> <td>Division Manager: <i>Gray M. Schutte</i></td> <td>Date: <i>3/3/2020</i></td> </tr> <tr> <td>County Counselor's Office: <i>Bryan Combs</i></td> <td>Date: <i>3/5/20</i></td> </tr> </table>	Department Director: <i>Daryl Fitch</i>	Date: <i>2-28-20</i>	Finance (Budget Approval): <i>Sarah M...</i> <i>If applicable</i>	Date: <i>3/3/20</i>	Division Manager: <i>Gray M. Schutte</i>	Date: <i>3/3/2020</i>	County Counselor's Office: <i>Bryan Combs</i>	Date: <i>3/5/20</i>				
Department Director: <i>Daryl Fitch</i>	Date: <i>2-28-20</i>												
Finance (Budget Approval): <i>Sarah M...</i> <i>If applicable</i>	Date: <i>3/3/20</i>												
Division Manager: <i>Gray M. Schutte</i>	Date: <i>3/3/2020</i>												
County Counselor's Office: <i>Bryan Combs</i>	Date: <i>3/5/20</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:
001-2810	General Fund – Undesignated Fund Balance	\$7,365.54

- 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.



Missouri Public Entity Risk Management Fund

3425 Constitution Ct., 3rd Floor
P.O. Box 7110
Jefferson City, MO 65102-7110



Central Bank

P.O. Box 779
Jefferson City, Missouri 65102
80-63/865

02/20/2020



PAY TO THE ORDER OF SEVEN THOUSAND THREE HUNDRED SIXTY-FIVE AND 54 / 100

\$ 7,365.54

DOLLARS

COUNTY OF JACKSON
415 E 12TH 2ND FLOOR
KANSAS CITY MO 64106

Void After 90 Days

TWO SIGNATURES REQUIRED



Brendt L. Gibson

AUTHORIZED SIGNATURE

MEMO Claim Payments

⑈028066⑈ ⑆086500634⑆ ⑈10 1799 3⑈

MOPERM

02/20/2020

28066

Claim Number	Claimant	Member Name	Description	Amount
AP20-0044955-1	COUNTY OF JACKSON	COUNTY OF JACKSON	Repair 2014 Dodge Charger/Sheriff	\$8,365.54
AP20-0044955-1	COUNTY OF JACKSON	COUNTY OF JACKSON	Deductible Applied	-\$1,000.00
Total				\$7,365.54

001-9999-47040

MOPERM - Sheriff Dmg Claim 1/27/20

Security features. Details on back.



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month contract, with one-twelve month option to extend, for training, consulting services, and software maintenance on the Mobile Assessor Software for use by the Assessment Department to Data Cloud Solutions of Springfield, OH, as a sole source purchase, at an actual cost to the County in the amount of \$87,800.00.

RESOLUTION NO. 20384, March 9, 2020

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, by Resolution 18473 dated April 7, 2014, the Legislature did award a twelve-month contract for the furnishing of the Mobile Assessor Software package to Data Cloud Solutions of Springfield, OH, as a sole source purchase; and,

WHEREAS, this software has increased efficiency and productivity for the Assessment Department's mass appraisal process; and,

WHEREAS, this contract has been renewed consistently since the initial contract expired in 2015; and,

WHEREAS, the Assessment Department has a continuing need for this training, consultation services, and software maintenance; and,

WHEREAS, pursuant to section 1030.1, Jackson County Code, 1984, the Director of Finance and Purchasing recommends the acquisition of this software and these services from Data Cloud Solutions of Springfield, OH, as a sole source purchase, based upon Data Cloud's status as the sole provider of its own proprietary software;

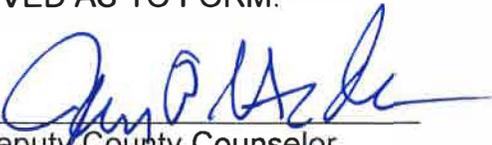
now therefore,

BE IT 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,

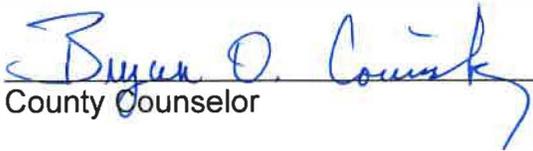
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contract to the extent that sufficient appropriations to the using agency are contained in the then current County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20384 of March 9, 2020, was duly passed on _____, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

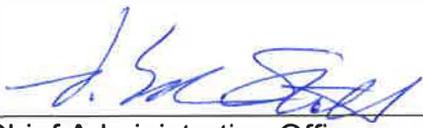
Mary Jo Spino, Clerk of Legislature

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: 045 1902 56662
ACCOUNT TITLE: Assessment Fund
Assessment
Software Maintenance
NOT TO EXCEED: \$87,800.00

3/5/2020

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20384

Sponsor(s): Charlie Franklin

Date: March 9, 2020

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Contract, with One Twelve Month Option to Extend for Consultation and Training Services and Software Maintenance on the Mobile Assessor Software from Data Cloud Solutions of Springfield, Ohio for the Assessment Department as a Sole Source purchase.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$87,800</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>\$87,800</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$87,800</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:045-1902-56662 Assessment Fund, Assessment, Software Maintenance</td> <td>\$87,800</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: Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$87,800	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$87,800	Amount budgeted for this item * (including transfers):	\$87,800	Source of funding (name of fund) and account code number:045-1902-56662 Assessment Fund, Assessment, Software Maintenance	\$87,800
Amount authorized by this legislation this fiscal year:	\$87,800										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$87,800										
Amount budgeted for this item * (including transfers):	\$87,800										
Source of funding (name of fund) and account code number:045-1902-56662 Assessment Fund, Assessment, Software Maintenance	\$87,800										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 19800, March 26, 2018; 18473, April 7, 2014;</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 Assessment Department purchased the Mobile Assessor Software Program from Data Cloud Solutions of Springfield, Ohio as a Sole Source via Resolution No. 18473 dated April 7, 2014. Resolution No. 18934 dated September 21, 2015; Resolution No. 19516 dated June 19, 2017 and Resolution No. 19800 dated March 26, 2018 were all for additional training, consulting services and software support.</p> <p>The Mobile Assessor Software Program has helped the Assessment Department increase efficiency and productivity for field and clerical staff; enabled supervisors to generate a variety of specific reports; improved staff accountability and credibility; supplemented existing procedures; enhanced sales verification procedures and increased the accuracy of assessments. The Assessment Department is requesting the purchase additional Consultation and Training Services for the Mobile Assessor Software Program.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Assessment Department recommends the purchase of Consultation and Training Services and Software Maintenance for the Mobile Assessor Software Program from Data Cloud Solutions of Springfield, Ohio as a Sole Source. Data Cloud Solutions is the developer of the Mobile Assessor Program and would be considered a Sole Source for Consultation and Training Services and Software Maintenance for the Software.</p>										
<p>CLEARANCE</p>	<p><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)</p>										
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No goals assigned <input type="checkbox"/> VBE Goals</p>										
<p>ATTACHMENTS</p>	<p>Memorandum from Jeph BurroughsScanlon, Deputy Director of Assessment and a Quotation from Data Cloud Solutions</p>										

REVIEW	Department Director: <i>Paul McAbee</i>	Date: <i>2/26/20</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>2/26/2020</i>
	Division Manager: <i>Thay M. Schultz</i>	Date: <i>2/26/2020</i>
	County Counselor's Office: <i>Bryan County</i>	Date: <i>3/5/20</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, 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.



ASSESSMENT DEPARTMENT

(816) 881-3239
Fax: (816) 881-1388

JACKSON COUNTY

JACKSON COUNTY COURTHOUSE
415 EAST 12TH STREET, FIRST FLOOR MEZZANINE
KANSAS CITY, MISSOURI 64106
WWW.JACKSONGOV.ORG

MEMORANDUM

FROM: Jeph BurroughsScanlon, Deputy Director of Assessment
TO: Bob Crutsinger, Director of Finance
CC: Barbara Casamento, Purchasing Administrator
Mark Lang, Budget Officer
DATE: February 26, 2020
RE: Data Cloud Solutions sole source provider

The Assessment Department has an ongoing need to obtain consultation/training services related to Mobile Assessor. Mobile Assessor is a product offered by Data Cloud Solutions (DCS), principal Daniel Anderson. The Jackson County Assessment Department has been actively engaged in the use of this product for several years. This product has helped the Assessment Department increase efficiency and productivity for field and clerical staff; enable supervisors to generate a variety of specific reports; improve staff accountability and credibility; supplement existing processes; enhance sales verification procedures and increase the accuracy of assessments. We are familiar with Daniel Anderson and Data Cloud Solutions. We are unaware of any similar company who can offer the same services in an immediate manner as required for the seamless and consistent work of the ongoing reassessment. I believe it would be an undue burden on the department to seek out a new consultant and to bring that consultant up to speed in the short period of time needed. For these reasons we believe Daniel Anderson and Data Cloud Solutions to be a sole source vendor for the specific services we need.

We are requesting a one year contract with DCS for 2020 with the possibility of a one-year extension for 2021. This will most easily coincide with our state-required biennial reassessment cycle. Our annual maintenance fee for 2020 for all previously installed and utilized DCS software is \$86,300 and is past due (January 31, 2020). We have recently been reminded by the vendor that service will be disconnected on 3/1/2020 because they have not received payment by 2/15/2020; and a Reconnection & Data Refresh Professional Services Fee of \$1,500 shall apply. Our 2020 DCS expenditure for this initial contract is not expected to exceed \$87,800.

This will be funded from Assessment Department funding account 045-1902-5662; line item Software Maintenance.

As we add Appraisal staff later this year, we will want to add to our current level of licenses and software from DCS; this may include DeskTop Review (DTR) and Sketch Validation software and licensing, as well as some additional consulting and training. We expect to incur additional costs for these additional products, licenses, consulting and training at that time.



Data Cloud
SOLUTIONS, LLC
 ...achieving the impossible

Quote / Estimate

Data Cloud Solutions, LLC
 Mail Payments to: PO BOX 2194
 4 W. Main St - Suite 908
 Springfield, Ohio 45502
 Office Phone: 888-586-6914
 accounting@datacloudsolutions.net

Quote / Estimate Number: E191206717
Quote / Estimate Date: 12/07/2019
Payment Terms: Payment 30 days after invoice date
Quote / Estimate Amount: 86,300.00

Billing Address
 Jackson County, MO
 Jackson County Courthouse, Assessment Department
 415 E. 12th St., 1M
 Kansas City, MO 64106

Shipping Address
 Jackson County, MO
 Jackson County Courthouse, Assessment Department
 415 E. 12th St., 1M
 Kansas City, MO 64106

Item #	Item Name	Quantity	Unit Price	Total
Host-2	TA: Hosting-Full Client hosting: per parcel, annually: per parcel, annually - SaaS Maintenance, Photo Repository, Field Audit History & Remote Support (2+ year term); SSL, and Guaranteed no-loss data backups & secure storage. (up to 299,500 parcels)	299,500.00	0.08	23,960.00
Mnt-CAL1	TA: CAL Maintenance-1 CAL Maintenance w/ MA-L1 (<25) - w/ 11 free admin console licenses (with 16 Mobile * 70%)	16.00	600.00	9,600.00
Mnt-SiteWG-1	WG: Site Maintenance-1 **Site Maintenance w/ MA-WG-L1 (<25) - 0.08** 299,500 parcels (site32).	299,500.00	0.08	23,960.00
1006	Mnt-CSE Comparable Sales Engine / Uniformity Report Maintenance	11.00	500.00	5,500.00
1007	Mnt-MRA Data Analysis & Multiple Regression Analysis (MRA) Module Maintenance	4.00	525.00	2,100.00
1027	DTR-Host 0.02 pp (0.01 discount, 0.03 max if bundled with SV)	299,500.00	0.02	5,990.00
1029	SV-Host 0.02 pp (0.01 discount, 0.03 max if bundled with DTR)	299,500.00	0.02	5,990.00
1018	Misc Discount Bundle DTR + SV Modules	299,500.00	-0.01	-2,995.00
1030	Mtn-DTR-SV DTR + SV Bundled Annual Maintenance & Support	20.00	637.50	12,750.00
1018	Misc Discount	1.00	-555.00	-555.00