

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement with the Summers Advisory Group, Inc., of Overland Park, KS, to provide management and non-management staff training for use by the Assessment Department, at a total cost to the County not to exceed \$12,663.00.

RESOLUTION #17676, September 12, 2011

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Assessment Department staff has the need for customer service training for its managers and non-managers, to be provided by the Summers Advisory Group, Inc., of Overland Park, KS, at a cost to the County not to exceed \$12,663.00; and,

WHEREAS, this training will focus on customer service, teambuilding skills, problem-solving, and conflict management; and,

WHEREAS, this agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an Agreement with the Summers Advisory Group, Inc., in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

John D. Hall
Chief/Deputy County Counselor

W. Robert Ruffin
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17676 of September 12, 2011, was duly passed on September 19, 2011 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

9-19-11
Date

Mary Jo Spino
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 56750

ACCOUNT TITLE: Assessment Fund
Assessment

Education Benefits

NOT TO EXCEED: \$[12,500.00]12,663.00

September 14 2011
Date

D. Scott Neome
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

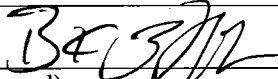
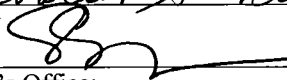
Completed by County Counselor's Office:

Resolution No.: 17676

Sponsor(s): Scott Burnett

Date: Sept. 12, 2011

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to enter into an agreement with Mid America Regional Council for the purposes of Assessment Training.</u> <i>the Summers Advisory group</i></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>\$12,500.00</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>\$12,500.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>ACCT 045-1902-56750</td> <td>ACCT \$ 12,500.00</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): \$ N/A Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$12,500.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$12,500.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:		ACCT 045-1902-56750	ACCT \$ 12,500.00
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Source of funding (name of fund) and account code number:													
ACCT 045-1902-56750	ACCT \$ 12,500.00												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): N/A Prior resolutions and (date): N/A</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Brian Johnson Sr. Business Process Manager (816) 881-6396</p>												
<p>REQUEST SUMMARY</p>	<p>Assessment Management and Non Management Staff to receive Customer Service training from Mid America Regional Council.</p> <p>Kick off Session for Managers =- \$750 for ½ day TBD Kick of Session for Employees = \$1,500 for 2 ½ days to accommodate staff TBD Ongoing training for Managers = \$3,750 for 3 different dates TBD Ongoing training for Employees = \$6,000 for 7 different dates TBD Training Material = \$500.00</p> <p>Total Cost \$12,500.00</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	Please see attachments.	
REVIEW	Department Director: 	Date: 9/1/2011
	Finance (Budget Approval): If applicable <i>Debra A. Ball</i>	Date: 9-1-11
	Division Manager: 	Date: 9/2/11
	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# 19022011005

Date: September 1, 2011

~~ORD~~/RES # 17676

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
Assessment Fund - 045		
<u>1902 - Assessment</u>	<u>56750 - Education Benefits</u>	<u>12,500</u>
<u>Total</u>		<u>12,500</u>

aleboran A Ball 9-1-11
Budgeting

Jackson County Assessment Department Training Proposal Schedule

Sept. 21 (AM)

Kick off session for Managers: (1 session) - ½ day **\$ 750**

- Setting Expectations – Upper Management
- Overview of training for staff - Consultant
- Briefing on Change Management - Consultant
- Overview of Fundamentals of Excellent Customer Service (Internal/External) - Consultant
- Teambuilding Activities – Consultant

Sept. 21 (PM) & Sept. 29

Kick off session for Employees: (2 ½ day sessions needed to accommodate the number of staff) **\$1,500**

- Setting Expectations – Upper Management
- Overview of training for staff – Consultant
- Briefing on Change Management – Consultant
- Overview of Fundamentals of Excellent Customer Service (Internal/External) - Consultant
- Teambuilding Activities on a couple of the topics that will be covered in future trainings – Consultant

Ongoing training for Managers:

Oct. 4

- Crucial Conversations – 1 day **\$1,500**

Oct. 20

- Conflict Management – 1 day **\$1,500**

Nov. 1

- Coaching Skills – ½ day **\$ 750**

Ongoing training for Employees: (2 sessions needed to accommodate the number of staff)

Oct. 5 & Nov. 16

- Telephone Etiquette – ½ day **\$1,500**

Oct. 13 & Nov. 17

- Personal Accountability – ½ day **\$1,500**

Oct. 27 & Nov. 15 **\$1,500**
○ Problem Solving Skills – ½ day session

Nov. 29
○ Conflict Management* – 1 day **\$1,500**

*not required for certain employees (one class only)

Total: **\$12,000**

Additional Costs:

Materials: "Crucial Conversations" book = \$10 each (approximately \$190-\$200)
Training Manuals: \$7.00 each (approximately \$473.00)

Logistics: The County will develop the training schedule and will be responsible for securing the facility and scheduling employees for training sessions.

The County will also provide an LCD projector/screen, and DVD and speaker equipment, when necessary.

The Consultant will use her own personal computer.

NOTE: The classes on Crucial Conversations (October 4); Conflict Management (October 20 - Manager/Supervisor) and November 20 (Employee) are all day sessions. All other classes are ½ day sessions and will be held in the AM at the following times

Manager/Supervisor classes are 8:30 AM – 12:30 PM
Employee classes are 8:00 AM - Noon

AGREEMENT FOR PROFESSIONAL SERVICES FOR JACKSON COUNTY ASSESSMENT DEPARTMENT

This Agreement is made between Jackson County Assessment Department ("Client"), with a principal place of business at 415 E. 12 Street, Kansas City, MO 64106, and The Summers Advisory Group, Inc. ("Consultant"), with a principal place of business at 12843 Bluejacket St., Overland Park, KS 66213.

1. *Services Description*

Scope of Work

Consultant will facilitate a number of training sessions for managers and employees. See attached Training Proposal Schedule.

2. *Payment*

In consideration for the training services to be performed by Consultant and in accordance with the terms of payment set forth below, Client agrees to pay Consultant \$12,000 for the facilitation of these training sessions and \$10 per participant for the *Crucial Conversations* book and \$7 to print each training manual.

3. *Terms of Payment*

The Summers Advisory Group shall submit an invoice each month upon completion of Consultant's services under this Agreement. The Client shall pay The Summers Advisory Group the compensation described within thirty (30) days after receiving Consultant's invoice.

4. *Expenses*

Consultant shall be responsible for automobile, other travel expenses and meals expenses incurred while performing services under this Agreement.

5. *Independent Contractor Status*

Consultant is an independent contractor, and neither Consultant nor Consultant's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees, as follows:

* Consultant has the right to perform services for others during the term of this Agreement.

- * Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- * Consultant has the right to perform the services required by this Agreement at any place or location and at such times as Consultant may determine.
- * Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- * The services required by this Agreement shall be performed by Consultant, or Consultant's employees or contract personnel, and Client shall not hire, supervise or pay any assistants to help Consultant.
- * Neither Consultant nor Consultant's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.
- * Neither Consultant nor Consultant's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

6. *Permits and Licenses*

Consultant has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

7. *State and Federal Taxes*

The Client will not:

- * withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's behalf,
- * make state or federal unemployment compensation contributions on Consultant's behalf, or
- * withhold state or federal income tax from Consultant's payments.

Consultant shall pay all taxes incurred while performing services under this Agreement-- including all applicable income taxes and, if Consultant is not a corporation, self-employment (Social Security) taxes. Upon demand, Consultant shall provide Client with proof that such payments have been made.

8. Fringe Benefits

The Client understands that neither Consultant nor Consultant's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

9. Workers' Compensation

The Client shall not obtain workers' compensation insurance on behalf of Consultant or Consultant's employees.

10. Unemployment Compensation

The Client shall make no state or federal unemployment compensation payments on behalf of Consultant or Consultant's employees or contract personnel. Consultant will not be entitled to these benefits in connection with work performed under this Agreement.

11. Insurance

The Client shall not provide any insurance coverage of any kind for Consultant or Consultant's employees or contract personnel. Consultant shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

12. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Consultant completes the services required by this Agreement
- June 2012 or
- the date a party terminates the Agreement as provided below.

13. Terminating the Agreement and Cancellation Fees

Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate. Cancellation of the seminar within 15 days of scheduled delivery will result in a charge of 25%.

14. Exclusive Agreement

This is the entire Agreement between Consultant and Client.

15. Modifying the Agreement

Only a writing signed by both parties may modify this Agreement.

16. Confidentiality

The Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

The Consultant shall not be restricted in using any material which is publicly available, already in Consultant's possession or known to Consultant without restriction, or which is rightfully obtained by Consultant from sources other than Client.

Upon termination of Consultant's services to Client, or at Client's request, Consultant shall deliver to Client all materials in Consultant's possession relating to Client's business.

17. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. The arbitrator will allocate costs of arbitration, including attorney fees.

18. Applicable Law

The laws of the State of Kansas will govern this Agreement.

19. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- * when delivered personally to the recipient's address as stated on this Agreement
- * three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- * when sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice; such notice is effective upon receipt provided that a duplicate copy of the

notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

20. No Partnership

This Agreement does not create a partnership relationship. Consultant does not have authority to enter into contracts on Client's behalf.

Signatures

Client: Jackson County Assessment Department

By: _____
Signature

_____ [Printed Name]

Title: _____

Date: _____

Consultant: The Summers Advisory Group, Inc.

By: _____
Signature

Loretta Summers, SPHR [Printed Name]

Title: President

Taxpayer ID Number: 48-1238552

Date: August 1, 2011