

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the Director of Finance and Purchasing to execute an agreement with the Kansas City, Missouri School District as an acquisition from another government for the furnishing of parking spaces for use by the County, at an annual cost to the County not to exceed \$25,200.00.

**RESOLUTION #17943**, July 23, 2012

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, the County has a need to provide parking spaces for County employees near the downtown Kansas City location of the Jackson County Courthouse; and,

WHEREAS, the Kansas City, Missouri School District has parking spaces that are directly across the street from the County Courthouse; and,

WHEREAS, these parking spaces are available at the rate of \$42.00 per month, a significantly lower cost than some other nearby parking lots; and,

WHEREAS, pursuant to section 1030.2 Jackson County Code, 1984, the Director of Finance and Purchasing recommends award of a month-to-month contract to the Kansas City, Missouri School District as an acquisition from other government, at an annual cost to the County not to exceed \$25,200.00; now therefore,

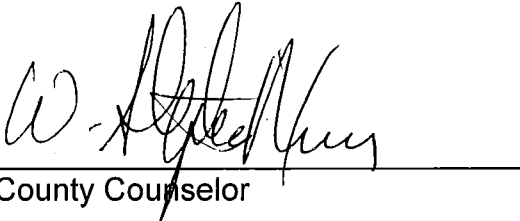
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director of Finance and Purchasing be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the 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 #17943 of July 23, 2012, was duly passed on July 23, 2012 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

7/23/12  
Date

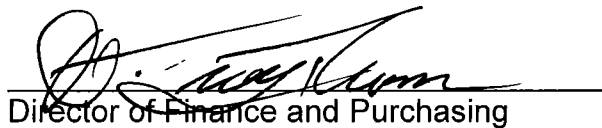
  
Mary Jo Spino  
Clerk of Legislature

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 5101 56121  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Parking Expenses  
NOT TO EXCEED: \$25,200.00

Funds for future years are subject to appropriation in the then current budget.

  
Date

  
Director of Finance and Purchasing

**AGREEMENT  
FOR THE LIMITED USE OF PARKING FACILITIES  
BETWEEN  
THE KANSAS CITY, MISSOURI SCHOOL DISTRICT  
AND  
JACKSON COUNTY, MISSOURI**

In consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Kansas City, Missouri School District (District) and Jackson County, Missouri (Jackson County) agree as follows:

1. Effective March 1, 2012, and on a month-to-month basis, the District shall grant Jackson County access to fifty (50) parking spaces in the District's two-level, outdoor parking area located at 1211 McGee, Kansas City, Missouri (Parking Area). The Parking Area's entrances and exits are located on Oak Street. The 50 designated spaces are located in the upper lot, closest to the District building. Jackson County will not be granted access to the District's covered parking area that is accessible from McGee Street.
2. Jackson County will pay the District forty-two dollars (\$42) per month for each of the fifty designated parking spaces, for a monthly total of two thousand one hundred dollars (\$2,100), payable in advance prior to the first day of each month. Payment for the months preceding execution of this agreement shall be paid in one lump sum within ten days of the execution of this Agreement. All payments shall be sent to the attention of Allan Tunis, Chief Financial Officer, 1211 McGee, 6<sup>th</sup> Floor, Kansas City, Missouri 64106. Failure by Jackson County to make any payment may, at the District's option, result in the immediate termination of this Agreement without any further action on the part of the District.
3. Jackson County understands and agrees that the 50 designated spaces in the Parking Area will be available for use from 6:00 a.m. through 5:30 p.m. Monday through Friday only, no evening or weekend use is permitted.
4. Jackson County further understands and agrees that the District has other commitments for the Parking Area for after-hours use, including evenings and weekends. Accordingly, Jackson County will use its best efforts to have all vehicles removed from its 50 designated spaces by 5:30 p.m. Monday through Friday.
5. The District will be responsible for snow removal in the Parking Area. Jackson County agrees that any of its employees who park on the District's premises and who cause damage to those premises through their intentional or negligent acts shall be responsible for such damage in accordance with Missouri law. Further, Jackson County agrees to cooperate with all reasonable efforts of the District to collect reimbursement for such damage from the responsible Jackson County employee.

6. Jackson County acknowledges that the District will not be responsible for loss of or damage to vehicles or other personal property parked on District premises. Further, Jackson County agrees that it will require all of its employees or other invitees who park on the District's premises to sign a statement concurring in this acknowledgment.
7. Either party may terminate this Agreement upon thirty days written notice, and any payment due shall be pro-rated accordingly.

In witness whereof, the District and Jackson County have caused this Agreement to be executed and do each warrant and represent that the individual signing below is fully authorized to execute this Agreement.

[Signatures on following page.]

This Agreement approved by the Kansas City, Missouri School District Board of Directors on the \_\_\_\_ day of \_\_\_\_\_ 2012 and executed by the Superintendent, as the Board's designee in accordance with Board Policy 4.3.

**KANSAS CITY, MISSOURI SCHOOL DISTRICT**

By: R. Stephen Green

Name: R. Stephen Green, Ed.D.

Title: Superintendent of Schools

Date: 7/16/12

APPROVED AS TO FORM:

By \_\_\_\_\_  
W. Stephen Nixon,  
County Counselor

ATTEST BY:

**JACKSON COUNTY, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Q. Troy Thomas, Director of Finance and Purchasing

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Jo Spino  
Clerk of the County Legislature

**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 \$25,200.00 which is hereby authorized.

Funds for future years are subject to appropriation in the then current budget.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Acct. No.: 001-5101-56121