










# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18673

Sponsor(s): Crystal Williams

Date: November 24, 2014

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting approval of a Second Addendum to an existing contract with Consolidated Communications (formerly SureWest) of Lenexa, Kansas to provide a new circuit for new Sheriff's Office Headquarters at an annual cost to the County of \$37,029.00</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$377.00</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>\$377.00</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: 004-5104-56430 Road &amp; Bridge Fund, Non-Departmental, Telephone Utility</td> <td>\$377.00</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>\$377.00 due in 2014; the annual contract balance is subject to 2015 budget appropriation.</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:	\$377.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$377.00	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number: 004-5104-56430 Road & Bridge Fund, Non-Departmental, Telephone Utility	\$377.00
Amount authorized by this legislation this fiscal year:	\$377.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$377.00										
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number: 004-5104-56430 Road & Bridge Fund, Non-Departmental, Telephone Utility	\$377.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): 0.#4566, Sept. 16, 2014  Prior resolutions and (date): 18141 4/8/13 and 17938 7/2/12</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
REQUEST SUMMARY	<p>In 2012 the Purchasing Department solicited formal, written proposals for the furnishing of Wide-Area Network Services for the County via Request for Proposal No. 53-12. On July 2, 2012, Resolution No. 17938 awarded a three year contract for Wide-Area Network Services to Consolidated Communications (formerly SureWest) of Lenexa, Kansas in the annual amount of \$161,280.00. On April 8, 2013, Resolution No. 18141 approved an Addendum to the Contract for a new circuit for the Truman Courthouse at an annual cost of \$28,500.00.</p> <p>This Addendum will provide a new circuits for the new Sheriff's Office Headquarters at an annual cost of \$37,092.00. The new equipment will take approximately 30 to 90 days to install. The County will pay \$377.00 in 2014 with the balance due in 2015; this item is included in the budget request for 2015.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Memorandum from Michael Lear from IT and Quotes from Consolidated Communications</p>										
REVIEW	<table border="1"> <tr> <td>Department Director: </td> <td>Date: 11/19/14</td> </tr> <tr> <td>Finance (Budget Approval): If applicable: </td> <td>Date: 11-19-14</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 11-20-14</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: 	Date: 11/19/14	Finance (Budget Approval): If applicable: 	Date: 11-19-14	Division Manager: 	Date: 11-20-14	County Counselor's Office:	Date:		
Department Director: 	Date: 11/19/14										
Finance (Budget Approval): If applicable: 	Date: 11-19-14										
Division Manager: 	Date: 11-20-14										
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.





**Department of  
INFORMATION TECHNOLOGY**  
**JACKSON COUNTY, MISSOURI**

**(816) 881-3151**

415 E. 12<sup>TH</sup> STREET  
KANSAS CITY, MO 64106

**Res. 18673**

**MEMORANDUM**

**11/17/14**

**TO: Barbara Casamento  
Scott Jacoby  
Ken Larson**

**FROM: Michael E. Lear**

**RE: Request for RLA for Sheriff's Data Lines at New Sheriffs Office**

Please submit and RLA to get approval for the annual amount of \$ 37,092.00. That amount covers \$ 2,870.00 monthly fees and \$ 221.00 in monthly taxes. We currently have a Term and Supply contract with Consolidated Communications (Formerly SureWest). The new Circuits are a part of the New Sheriff's Office and will be used for data communications and the use of the Counties Wide Area Network.

The costs of the agreement will be \$ 377.00 in 2014. The annual cost of \$37,092.00 is included in the budget request for 2015 .

A budget transfer will be needed as follows:

From:

004-5104-56643 - \$ 377.00

To :

004-5104-56430 - \$ 377.00

**TERM SERVICE ORDER – AMENDMENT TO CUSTOMER AGREEMENT**
**Account Number: 805185**
**Amendment Effective Date: 11-17-14**
**Requested Implementation: 1-28-15**
**Sales Representative: Ron Ford**
**Purpose of this Amendment (check as applicable)**
 **ADD a New or Replacement Service**
 **DELETE an Existing Service**
 **CHANGE and KEEP and Existing Service**
**Customer Name: Jackson County – Lee’s Summit**
**Address1: 4001 NE Lakewood Way**
**Address 2:**
**City, State, Zip: Lee’s Summit, MO 64064**
**Customer Contact: Mike Lear**
**Customer Contact Phone: 816-881-3153**
**Date of Existing Agreement:**
**New Address: (if moving):**
**Address 1:**
**Address 2:**
**City, State, Zip:**

**1. Amendment.** The purpose of this Amendment is as follows (describe what Consolidated Communications is requested to do for Customer):

**Provide 100 Meg connection at new Sheriff’s Office in Lee’s Summit**

**2. Individual Service Changes.** Consolidated Communications and Customer agree to the following, at the prices stated:

Quantity	Service Name	Base Monthly Recurring Charge (MRC) (per unit)	Total MRC for Each Service	Non-Recurring Charge (NRC)
<b>A. List Additions:</b>				
1	100 Meg Connection	\$2520.00	\$2520.00	\$0.00
<b>TOTAL INCREASE IN MRC DUE TO ADDITIONS</b>			<b>\$2520.00</b>	<b>\$ 0.00</b>
<b>B. List Deletions:</b>				
<b>TOTAL REDUCTION IN MRC DUE TO DELETIONS</b>				
<b>C. List Changes for Existing Services to be Continued (Including Moves) (with NET Change in MRC, and any NRC, for each):</b>				
<b>TOTAL NET CHANGE (INCREASE OR REDUCTION) DUE TO CHANGES</b>				
<b>SUMMARY OF AMENDMENT -- OVERALL CHANGE IN MRC AND NRC</b>			<b>\$2520.00</b>	<b>\$0.00</b>
<small>(PER AGREEMENT, TAXES, REGULATORY AND OTHER FEES ARE ALSO PAYABLE BY CUSTOMER)</small>				

**3. Term.** For each new or changed Service, the new term ("Term") for such Service is: Thirty-Six (36) months. (If individual Services identified here will have different Terms, a list of the Services, identifying the different Terms, is attached as Exhibit 1.) If no new Term is filled in above, the new Term is the longer of (i) twelve (12) months or (ii) the remainder of the term applicable to the other Services Customer is procuring from Consolidated Communications at the same location(s), but not more than thirty-six (36) months.

**4. Cancellation Charge.** As provided in the Agreement, a cancellation charge will apply to cancellation of an added Service prior to delivery or any Service to be moved, if this Amendment indicates there would have been a net increase in the overall MRC payable under this Amendment, or if Consolidated Communications has incurred more than incidental costs as of the date of cancellation.

**5. Early Termination Charge.** As provided in the Agreement, an early termination charge will apply to any early termination: (a) of any added Service, and (b) of any changed Service (including a moved Service) for which a new Term will apply or for which Consolidated Communications incurs more than incidental installation or change costs. If a changed Service (including a moved Service) is provided using the original Term, the early termination charge will be calculated using the original Term.

**6. Integration.** Taken with the Agreement, this is the entire agreement of the parties with respect to this Amendment, and it includes all prior and/or contemporaneous representations, agreements, understandings and commitments related to the new, added or changed Services. Any additional changes shall be in writing and signed by the parties,

**7. Relation to Customer Agreement.** Except to the extent specifically provided otherwise herein, the terms and conditions of the Customer Agreement will apply to these Services. Provisions of the Customer's Agreement not specifically changed by this Amendment will remain in full force and effect.

**8. Defined Terms.** Terms that are defined in the Customer's Agreement have the same meaning in this Amendment.

In witness whereof, Customer and Consolidated Communications have executed this Amendment as of the Effective Date set out above.

**Customer: Jackson County – Lee's Summit Sheriff Office**

By (Authorized Signature):

Printed Name:

Title:

Date: 11-17-14

**Accepted: Consolidated Communications, Inc.**

By (Authorized Signature):

Printed Name:

Title:

Date:



Res. 18673

**TERM SERVICE ORDER – AMENDMENT TO CUSTOMER AGREEMENT**

Account Number: 805185

Amendment Effective Date: 11-17-14

Requested Implementation: 12-23-14

Sales Representative: Ron Ford

Purpose of this Amendment (check as applicable)

ADD a New or Replacement Service

DELETE an Existing Service

CHANGE and KEEP and Existing Service

Customer Name: Jackson County – Lee’s Summit

Address1: 4001 NE Lakewood Way

Address 2:

City, State, Zip: Lee’s Summit, MO 64064

Customer Contact: Mike Lear

Customer Contact Phone: 816-881-3153

Date of Existing Agreement:

New Address: (if moving):

Address 1:

Address 2:

City, State, Zip:

1. Amendment. The purpose of this Amendment is as follows (describe what Consolidated Communications is requested to do for Customer):

Provide 2 T1 circuits, connecting to existing WAN, at new Sheriff’s Office in Lee’s Summit

2. Individual Service Changes. Consolidated Communications and Customer agree to the following, at the prices stated:

Quantity	Service Name	Base Monthly Recurring Charge (MRC) (per unit)	Total MRC for Each Service	Non-Recurring Charge (NRC)
<b>A. List Additions:</b>				
2	T1 Circuits as part of WAN	\$175.00	\$350.00	\$0.00
<b>TOTAL INCREASE IN MRC DUE TO ADDITIONS</b>			<b>\$350.00</b>	<b>\$ 0.00</b>
<b>B. List Deletions:</b>				
<b>TOTAL REDUCTION IN MRC DUE TO DELETIONS</b>				
<b>C. List Changes for Existing Services to be Continued (Including Moves) (with NET Change in MRC, and any NRC, for each):</b>				
<b>TOTAL NET CHANGE (INCREASE OR REDUCTION) DUE TO CHANGES</b>				
<b>SUMMARY OF AMENDMENT -- OVERALL CHANGE IN MRC AND NRC</b>			<b>\$350.00</b>	<b>\$0.00</b>
<small>(PER AGREEMENT, TAXES, REGULATORY AND OTHER FEES ARE ALSO PAYABLE BY CUSTOMER)</small>				

**3. Term.** For each new or changed Service, the new term ("Term") for such Service is: Thirty-Six (36) months. (If individual Services identified here will have different Terms, a list of the Services, identifying the different Terms, is attached as Exhibit 1.) If no new Term is filled in above, the new Term is the longer of (i) twelve (12) months or (ii) the remainder of the term applicable to the other Services Customer is procuring from Consolidated Communications at the same location(s), but not more than thirty-six (36) months.

**4. Cancellation Charge.** As provided in the Agreement, a cancellation charge will apply to cancellation of an added Service prior to delivery or any Service to be moved, if this Amendment indicates there would have been a net increase in the overall MRC payable under this Amendment, or if Consolidated Communications has incurred more than incidental costs as of the date of cancellation.

**5. Early Termination Charge.** As provided in the Agreement, an early termination charge will apply to any early termination: (a) of any added Service, and (b) of any changed Service (including a moved Service) for which a new Term will apply or for which Consolidated Communications incurs more than incidental installation or change costs. If a changed Service (including a moved Service) is provided using the original Term, the early termination charge will be calculated using the original Term.

**6. Integration.** Taken with the Agreement, this is the entire agreement of the parties with respect to this Amendment, and it includes all prior and/or contemporaneous representations, agreements, understandings and commitments related to the new, added or changed Services. Any additional changes shall be in writing and signed by the parties,

**7. Relation to Customer Agreement.** Except to the extent specifically provided otherwise herein, the terms and conditions of the Customer Agreement will apply to these Services. Provisions of the Customer's Agreement not specifically changed by this Amendment will remain in full force and effect.

**8. Defined Terms.** Terms that are defined in the Customer's Agreement have the same meaning in this Amendment.

In witness whereof, Customer and Consolidated Communications have executed this Amendment as of the Effective Date set out above.

**Customer: Jackson County – Lee's Summit Sheriff Office**

By (Authorized Signature):

Printed Name:

Title:

Date: 11-17-14

**Accepted: Consolidated Communications, Inc.**

By (Authorized Signature):

Printed Name:

Title:

Date: