

Request for Legislative Action

Resolution No.: 21220
Sponsor: Manuel Abarca IV
Date: April 3, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21220
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	4/3/2023

Introduction
Action Items: ['Transfer']
Project/Title:
Transferring \$24,864 within the 2023 Sheriff's Revolving Fund for the purchase of safety equipment.

Request Summary
<p>The Sheriff's Office requests the transfer of funds for the purchase of safety equipment from Galls, Inc. of Lexington, Kentucky, a current county Term & Supply vendor. A quote for the purchase of seven safety shields at \$3,552 each was obtained, resulting in a total cost to the County of \$24,864.</p> <p>We are requesting a budget transfer of \$24,864 within the 2023 Sheriff's Revolving Fund as follows:</p> <p>FROM 048-4201-56830 Revolving Fund – Sheriff – Contingency TO 048-4201-57192 Revolving Fund – Sheriff – Safety Equipment</p>

Contact Information			
Department:	Sheriff	Submitted Date:	3/23/2023
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

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Budget Information			
Amount authorized by this legislation this fiscal year:			\$24,864
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$24,864
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
048 (Sheriff Revolving Fund)	4201 (Sheriff)	56830 (Contingency Fund)	\$24,864
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
048 (Sheriff Revolving Fund)	4201 (Sheriff)	57192 (Safety Equipment)	\$24,864

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
21127	December 12, 2022
19926	July 23, 2018

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

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

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VBE: .00%	
Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none">Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History
Submitted by Sheriff requestor: Elizabeth A. Money on 3/23/2023. Comments:
Approved by Department Approver Ronald A. Fletcher on 3/23/2023 12:42:41 PM. Comments:
Not applicable by Purchasing Office Approver Barbara J. Casamento on 3/23/2023 2:29:41 PM. Comments:
Approved by Compliance Office Approver Ikeela Alford on 3/23/2023 2:45:36 PM. Comments:
Approved by Budget Office Approver Mark Lang on 3/23/2023 3:06:09 PM. Comments:
Approved by Executive Office Approver Sylvia Stevenson on 3/24/2023 10:28:14 AM. Comments:
Approved by Counselor's Office Approver Katherine Henry on 3/30/2023 11:27:20 AM. Comments:

Fiscal Note:

Funds sufficient for this transfer are available from the sources indicated below.

PC# _____

Date: March 27, 2023

RES # 21220
eRLA ID #: 844

Org Code/Description Object Code/Description From To

048 Sheriff Revolving Fund

4201 Sheriff's Office 56830 Contingency \$ 24,864 \$ -

4201 Sheriff's Office 57192 Safety Equipment - 24,864

\$ 24,864 \$ 24,864

APPROVED
By Mark Lang at 3:10 pm, Mar 27, 2023

Budget Office



Quote

Customer: (1001556243) JACKSON COUNTY MO SHERIFF D
 Date: 03/07/2023
 Sales Rep: KIMBERLY SHINNICK

Page 1 of 1
 Quote Number: 23056528
 Quote Expiration: 04/06/2023

Sold To:
 JACKSON COUNTY MO SHERIFF DEPT
 4001 NE LAKEWOOD CT
 LEES SUMMIT, MO 64064
 SCOTT GOODMAN

Ship To:
 JACKSON COUNTY MO SHERIFF DEPT
 4001 NE LAKEWOOD CT
 LEES SUMMIT, MO 64064
 SCOTT GOODMAN

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP3719	BELLATOR III 20 x 30 SHIELD W/VP PANEL ASSEMBLY NO LT	7		3,552.00	24,864.00

Quote is valid for 30 days

SUBTOTAL: 24,864.00
 SHIPPING:
 TAX.....
 TOTAL...: 24,864.00

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
 Lexington, KY 40505
 Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.