

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

**A RESOLUTION** authorizing the Director of Finance and Purchasing to execute an installment payment agreement with ConvergeOne, Inc., of Overland Park, KS, under an existing term and supply contract, for the furnishing of a hyper-converged virtual server platform for use by the Information Technology Department, at an actual cost to the County of \$105,011.30 for 2019, and a total five-year cost of \$525,056.48.

**RESOLUTION NO. 20139**, April 8, 2019

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, by Resolution 19938 dated July 30, 2018, the Legislature did award a term and supply contract to ConvergeOne, Inc., for information technology hardware, software, and services for use by various County departments; and,

WHEREAS, the Information Technology Department is updating the virtual server and storage system for the County, as the County's existing system is aging and near the end of its life; and,

WHEREAS, the five-year, zero percent interest back-up and data recovery plan offered by ConvergeOne, Inc., will allow the County to replace the existing system with the latest technology, which will reduce risk and complexity, accommodate for future growth, and reduce physical data center space, resulting in a lower total cost of ownership; and,

WHEREAS, legislative authorization is required for this purchase under the existing term and supply contract due to specific indemnification language required by the

vendor; and,

WHEREAS, the Director of Finance and Purchasing also recommends that the County's existing data storage system be declared surplus to the County's needs pursuant to section 1143 of the County Code, and that he be authorized to dispose of it by way of trade-in; now therefore,

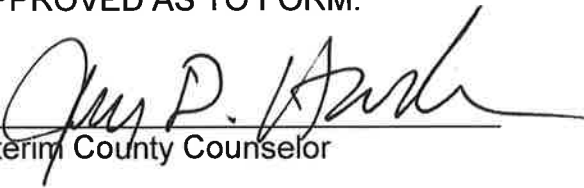
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute an installment payment agreement under the existing term and supply contract with ConvergeOne, Inc., of Overland Park, KS, and any other documents necessary to give effect to the intent of this Resolution; and,

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

BE IT FURTHER RESOLVED that the County's existing data storage system be and hereby is declared surplus and that the Director of Finance and Purchasing be and hereby is authorized to dispose of it by way of trade-in.

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

APPROVED AS TO FORM:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20139 of April 8, 2019, was duly passed on \_\_\_\_\_, 2019 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.

Funds for future years are subject to appropriation in the County's then current annual budget.

ACCOUNT NUMBER: 001 1305 56661  
ACCOUNT TITLE: General Fund  
Information Technology  
Software Purchases  
NOT TO EXCEED: \$13,316.00

ACCOUNT NUMBER: 001 1305 56662  
ACCOUNT TITLE: General Fund  
Information Technology  
Software Maintenance  
NOT TO EXCEED: \$6,659.00

ACCOUNT NUMBER: 001 1305 58171  
ACCOUNT TITLE: General Fund  
Information Technology  
Personal Computers/Accessories  
NOT TO EXCEED: \$53,986.00

ACCOUNT NUMBER: 001 1305 56580  
ACCOUNT TITLE: General Fund  
Information Technology  
Maint. & Repair- Data Pro  
NOT TO EXCEED: \$8,125.00

ACCOUNT NUMBER: 001 1305 56540  
ACCOUNT TITLE: General Fund  
Information Technology  
Maint. & Repair- Office Equip.  
NOT TO EXCEED: \$22,928.00

4/8/19  
Date

  
Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION**

**EXECUTIVE OFFICE**

Completed by County Counselor's Office:

Res/Ord No.: 20139

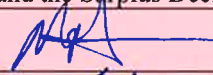

Sponsor(s): Crystal Williams

Date: April 8, 2019

APR 03 2019

APR 02 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing an Installment Payment Agreement for a hyper-converged virtual server platform and the surplus of an existing storage system as a trade-in for the Information Technology Department from ConvergeOne, Inc. of Overland Park, Kansas under an existing Term and Supply contract.</p>										
<p><b>BUDGET INFORMATION</b>  <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>\$</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>\$</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; FROM / TO</td> <td>FROM ACCT  TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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: \$105,011 Annually</p> <p>The first installment payment of \$105,011 for 2019 and future year's installment payments are subject to annual budget appropriations.</p> <p>Prior Year Budget (if applicable):                  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT										
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 19938, July 30,2018</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>The Information Technology Department is replacing the virtual server and storage system for the County as the existing system is aging and nearly end of life. The five-year zero percent interest plan offered by ConvergeOne Inc. will allow the County to replace the existing system with the latest technology which will reduce risk and complexity, accommodate for future growth, and reduce physical datacenter space resulting in a lower total cost of ownership. The five-year financial agreement will allow the County to spread the payments out and avoid a big capital expense up front.</p> <p>The trade-in of our existing storage equipment in the amount of \$40,000 is part of this agreement and we would like to declare that equipment surplus pursuant to Chapter 11, Section 1143 of the Jackson County Code.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, ConvergeOne Inc. of Overland Park, Kansas was</p>										

	approved as a Term and Supply vendor via Resolution No. 19938, July 30, 2018 under the Cooperating School Districts of Greater Kansas City Contract No. C062518.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Memorandum from Michael Erickson (Director of IT/GIS), County Fiscal Note, a copy of the ConvergeOne Financial Agreement, and the Surplus Declaration Form	
REVIEW	Department Director: 	Date: 3/29/2019
	Finance (Budget Approval): <i>If applicable</i>	Date: 3/29/19
	Division Manager: 	Date: 4/4/19
	County Counselor's Office:	Date:

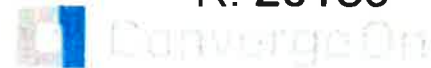
Fiscal Information (to be verified by Budget Office in Finance Department)

- 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.





Agreement Number: 1599845

# Installment Payment Agreement

This Installment Payment Agreement (the "Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, and **your** mean you, our customer. The words **we**, **us**, and **our**, mean ConvergeOne Payment Services, the Lender.

## Product Description (attach addendum for additional information)

Quantity	Description / Serial Number	Product Location
	See Doc # OP-000415559	415 E 12th St Kansas City, MO 64106

## Term & Payment Schedule

Installment Payment \$105,011.30

Term (Months) 60

Payment Frequency Annual

Variable Payment Schedule (if applicable)

(Attach "Payment Schedule Addendum" if necessary)

\_\_\_ payments @ \_\_\_; followed by \_\_\_ payments @ \_\_\_ followed by \_\_\_ payments @ \_\_\_; followed by \_\_\_ payments @ \_\_\_

Additional Provisions First annual payment due 30 days from Commencement (five total payments due)

Total Cash Price \$525,056.48

You agree to pay at the time you sign this Agreement:

Total Advance Installment Payment ( \_\_\_ months) \$ \_\_\_

Sales/Use Tax on Advance Installment Payment \$ \_\_\_

One-time Documentation Fee of \$0.00 Payable with First Invoice

If more than one Installment Payment is required in advance, the additional amount will be applied at the end of the term.

## Obligor

Jackson County

Obligor Legal Name

Obligor "Doing Business As" Name

415 E 12<sup>th</sup> St

Billing Street Address

Kansas City, MO 64106

Billing City, State, Zip

Billing Contact Name & Phone No.

Billing Contact E-Mail Address

Obligor Phone Number (if different from above)

Product Address (if different from above)

## TERMS AND CONDITIONS BY SIGNING THIS AGREEMENT:

(i) You acknowledge that you have read and understand the terms and conditions of this Agreement including those on page 2 of this Agreement; (ii) You agree that this Agreement is a net agreement that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Agreement, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Products only for business purposes and in compliance with all applicable laws and regulations; (iv) you acknowledge that if this Agreement is replacing an existing agreement the new Installment Payment may include the balance of that existing agreement and result in a greater aggregate product cost to you; and (v) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

## Obligor Signature

**X**

Authorized Signature

**X**

Print Signer's Name

Print Signer's Title

**X**

Date Signed

Federal Tax ID Number

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying document.

### Supplier:

CONVERGEONE, INC.

Supplier Name

3344 MN-149,EAGAN, MN 55121

Street Address/City/State/Zip

888-321-6227

Supplier Phone #

### LENDER:

ConvergeOne Payment Services  
10201 Centurion Parkway N. #100  
Jacksonville, FL 32256

Authorized Signature

Printed Name

Print Title

Date Signed



1. **PRODUCTS FINANCED; TERM, RENT AND FEES.** We agree to finance for you and you agree and promise to pay us for equipment ("Equipment"), software license rights ("Software"), maintenance contract(s) ("Maintenance"), and/or services ("Services" and collectively, the "Products") as identified on the front page of this Agreement. This Agreement will begin on the date that any of the Products are delivered to you and the Products will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 14 days after delivery of the Products to you if, previously, you have not given written notice to us of your non-acceptance. The first Installment Payment is due on the date set forth in your invoice and the remaining Installment Payments will be due monthly thereafter (or such other time period specified on the front of this Agreement) as designated by us on your invoice. You will make all payments required under this Agreement to us at such address as we may specify in writing. You authorize us to adjust the Installment Payment by not more than 15% if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Products including any training, maintenance, support, upgrade and buyout amounts which we have agreed to finance) differs from the estimated Total Cash Price. If any Installment Payment or other amount payable under this Agreement is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment, but in no event greater than the maximum rate allowable under applicable law.

2. **NO WARRANTIES.** We are financing your acquisition of the Products on an "ASHS" basis. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE SOFTWARE, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE SOFTWARE AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.

3. **LICENSE AGREEMENT.** YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND RECEIVED THE LICENSE AGREEMENT ("LICENSE AGREEMENT") RELATED TO THE SOFTWARE. YOU ARE THE LICENSEE UNDER THE LICENSE AGREEMENT AND YOU AGREE TO PERFORM ALL THE OBLIGATIONS OF THE LICENSEE UNDER THE LICENSE AGREEMENT. YOU WILL USE THE SOFTWARE IN ACCORDANCE WITH THE TERMS OF THE LICENSE AGREEMENT. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE HAVE NOT ASSUMED ANY OF THE SOFTWARE MANUFACTURER'S OBLIGATIONS UNDER THE LICENSE AGREEMENT AND THAT WE SHALL HAVE NO LIABILITY FOR THE PERFORMANCE OF THE SOFTWARE MANUFACTURER'S OBLIGATIONS UNDER THE LICENSE AGREEMENT. You acknowledge that you have decided to enter into this Agreement in lieu of paying cash to your Supplier for the Products. We may inspect the Products at any reasonable time after advance notice to you.

4. **TAXES AND FEES.** You are responsible for all taxes, fines and penalties relating to this Agreement, or the Products that are now or in the future assessed or levied by any state, local or government authority. If sales taxes related to the Products have been calculated by the Supplier and added to the invoice for the Products, such taxes will be added to the cost of the Products being financed under this Agreement. We do not have to contest any taxes, fines or penalties.

5. **LOSS OR DAMAGE; INSURANCE.** As between you and us, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the Equipment against all loss or damage naming us as loss payee, (2) maintain commercial general liability and third party property damage insurance, and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time.

6. **TITLE TO THE PRODUCTS.** You will keep the Equipment free of all liens and encumbrances. You represent and warrant that you have valid legal title to the Equipment, free and clear of any liens or encumbrances and you hereby grant us a security interest in and to the Equipment and all accessions, substitutions and proceeds thereof, including any refunds under section 7 below. You will not move the Equipment from the Equipment Address stated above without our prior written consent not to be unreasonably withheld. You will abide by all applicable laws regarding the Equipment including but not limiting to titling and registration laws.

7. **PREPAID SERVICES.** You will not terminate, cancel or request a refund from the Supplier for any prepaid maintenance or services included in this Agreement. In the event you receive a refund of the prepaid maintenance or services from the Supplier, you agree to hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you agree to remit the refund to us upon our request. If a Default occurs hereunder, we may (in addition to all the remedies contained in Section 9 of this Agreement) terminate the applicable maintenance or services agreement and obtain a refund from the Supplier or service provider, as applicable, for any prepaid maintenance or services and apply the refund to any amounts owed by you to us. You agree to indemnify, defend and hold us harmless for any payments made to us by the Supplier in accordance with this section 7.

8. **DEFAULT.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any Installment Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under the License Agreement, this Agreement, or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) if any of the Equipment is located at a host facility, a breach under the terms of your host agreement; (f) if a letter of credit has been issued in conjunction with this Agreement, a non-renewal of such letter of credit; or (g) any guarantor dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.

9. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Agreement or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) the present value of all unpaid Installment Payments for the remainder of the term, each discounted at the lesser of the rate implicit in this Agreement, or 4% per year, plus past due interest at the rate of 18% per annum, plus (ii) all other amounts due or that become due under this Agreement; (c) we may direct Supplier to withhold support, consulting and other services to be provided pursuant to an agreement financed hereunder (and you expressly acknowledge that same will not constitute a default by Supplier, in any obligation to you) and may further direct Supplier to pay to us any refund due under a Maintenance or consulting agreement for monies paid for services not rendered; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to its reasonable collection costs; and attorney fees and costs incurred in enforcing or defending this Agreement. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. If we delay or fail to enforce any of our rights under this Agreement, we will still be entitled to enforce those rights at a later time.

10. **ASSIGNMENT.** YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLICENSE THE PRODUCTS OR YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT WHICH WILL NOT BE UNREASONABLY WITHHELD. We may, without notifying you, sell, assign, or transfer this Agreement. You agree that our assignee will have the same rights and benefits that we have now under this Agreement but not our obligations. The rights of our assignee will not be subject to any claims, defenses or set-off that you may have against us.

11. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties, claims, suits and actions (collectively "Claims") caused by or related to the manufacture, installation, ownership, use, lease, possession, or delivery of the Products or any defects in the Products, and (b) all costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us, at your own cost and expense, against any Claims, except claims caused by our willful misconduct. You agree that your obligations under this Section 11 and Section 4 shall survive the termination of this Agreement for Claims arising during the term of this Agreement.

12. **CREDIT INFORMATION/ FINANCIAL REPORTS.** YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

13. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** A fax or electronically transmitted signed version of this Agreement, when received by us, shall be binding on you for all purposes as if originally signed. This Agreement is not binding on us until we sign it. We may accept this Agreement by signing, either manually or electronically. You agree that the only version of the Agreement that is the original for all purposes is the version containing your fax or scanned signature and our signature. This Agreement may be signed in counterparts each of which will be considered an original, such all counterparts will be considered and constitute one and the same agreement. The Agreement may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original.

14. **MISCELLANEOUS.** (a) **Choice of Law:** This Agreement and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens. (b) **Jury Trial.** BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court.; (c) **Entire Agreement.** The Agreement constitutes the entire agreement between you and us and supersedes all prior agreements; (d) **Enforceability.** If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective; (e) **Amendment.** This Agreement may not be modified or amended except in writing and signed by you and us. You agree however, that we are authorized, without notice to you, to supply missing information, such as serial numbers, or correct typographical, immaterial, or obvious errors in this Agreement provided that such change does not materially alter your obligations under this Agreement. (f) **Notice.** All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. (g) **Usury.** It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted under applicable law and any excess payment will be applied to the payments in inverse order of maturity, and any remaining excess will be refunded to you. (h) **Prepayment.** Prepayment or early termination is not permitted except at such time and on such terms and conditions as we may agree. (i) **NSF.** We may also charge you \$25.00 for each returned check or if an ACH debit is not honored by your bank. (j) **Restrictive Endorsements.** You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Agreement shall have no force and effect and that we may cash the check and apply the proceeds without prejudice to our rights under this Agreement. (k) **Purchase Orders.** You agree that any purchase orders issued by you in conjunction with this Agreement are issued solely for your administrative purposes and no terms or conditions contained the purchase order will change or modify the terms and conditions of this Agreement.

## ADDENDUM TO INSTALLMENT PAYMENT AGREEMENT #1599845

This Addendum to Installment Payment Agreement forms and is made a part of that certain Installment Payment Agreement ("Agreement") between ConvergeOne Payment Services and Jackson County ("Customer") executed by Customer on \_\_\_\_\_, 2019. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement. Both parties agree that the Agreement is amended as follows:

1. Section 5 of the Agreement (entitled LOSS OR DAMAGE; INSURANCE) is restated in its entirety to read as follows: "You have agreed to provide us with proof of insurance against loss or damage to the Equipment and with evidence of your self-insured status for liability by signing and returning our standard Self-Insurance Rider, which is attached hereto, before this Agreement commences. You further understand and agree that until we receive such insurance proof and rider, this Agreement will not commence."
2. Section 11 of the Agreement (entitled INDEMNIFICATION) is revised by inserting "To the extent allowed by applicable law" at the beginning of the first and second sentences.
3. Section 14 of the Agreement (entitled MISCELLANEOUS) is revised by:
  - a. Replacing all occurrences of the phrase "State of New York" with the phrase "State of Missouri" in subsection (a);
  - b. Deleting second through final sentences in subsection (b), which currently read "Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court."; and

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Installment Payment Agreement as of the date shown below.

ConvergeOne Payment Services

Jackson County

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**ADDENDUM #2 REGARDING SELF INSURANCE  
TO INSTALLMENT PAYMENT AGREEMENT #1599845  
SIGNED BY OBLIGOR ON \_\_\_\_\_, 2019**

THIS ADDENDUM #2 is made a part of that certain Installment Payment Agreement (“Agreement”) between Jackson County (“Obligor”) and ConvergeOne Payment Services (“Lender”) covering the loan of equipment described in the Agreement (“Equipment”).

Section 5 of the Agreement requires Obligor to carry certain other bodily injury, property damage and additional perils insurance, hereinafter collectively referred to as the “Liability Insurance.”

Obligor desires to be self-insured as to the Liability Insurance (“Insurance”) and not be required to provide such Insurance through an insurance carrier or to provide evidence of such Insurance to Lender. Lender will agree to such self-insurance only upon the terms and conditions of this Addendum.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises contained herein, Obligor and Lender hereby agree that the insurance provisions of the Agreement are amended as follows:

1. Subject to the terms of this Addendum Lender shall not require Obligor to provide Lender with proof of such Insurance from an insurance carrier. Obligor agrees to be solely responsible for any and all damages, which would otherwise be covered by Liability Insurance.

Except as herein specifically amended, the terms and conditions of the Agreement shall remain in full force and effect. This Addendum is binding on all parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the \_\_\_ day of \_\_\_\_\_, 2019.

Jackson County

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

Title: \_\_\_\_\_

CONVERGEONE PAYMENT SERVICES

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

Title: \_\_\_\_\_

## Solution Summary

### VXRail Prod Infrastructure-v2

<p><b>Customer:</b> JACKSON COUNTY</p> <p><b>Ship To Address:</b> 415 E 12th St Ste G8 Kansas City, MO 64106-2743</p> <p><b>Bill To Address:</b> 415 E 12th St Ste G8 Kansas City, MO 64106-2743</p> <p><b>Customer ID:</b> AOSJACKS002</p> <p><b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Mike Erickson</p> <p><b>Email:</b> merickson@jacksongov.org</p> <p><b>Phone:</b> 816-881-3155</p> <p><b>National Account Manager:</b> Tommy Messersmith</p> <p><b>NAM Email:</b> TMessersmith@convergeone.com</p> <p><b>NAM Phone:</b> +19137443255</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$41,322.42		One-Time		\$41,322.42
Hardware	\$450,442.76		One-Time		\$450,442.76
Maintenance					
EMC Maintenance	\$33,291.30		Prepaid		\$33,291.30
<b>Project Subtotal</b>	<b>\$525,056.48</b>				<b>\$525,056.48</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	\$0.00				
<b>Project Total</b>	<b>\$525,056.48</b>				<b>\$525,056.48</b>

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference. Customer's signature on this Solution Summary (or Customer's issuance of a purchase order in connection with this Solution Summary) shall represent Customer's agreement with each attached document and acknowledgement that such attached document(s) are represented accurately by this Solution Summary. Unless otherwise specified in this Solution Summary or its attachment(s), this Solution Summary and its attachments shall be subject to the terms and conditions of: (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer has a master agreement with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries, ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Solution Summary, subject to any modifications, located at <https://www.convergeone.com/online-general-terms-and-conditions/>.

Products and/or services not specifically itemized are not provided hereunder. This Solution Summary (including any attachment(s) hereto) will be valid for a period of thirty (30) days following the date of this Solution Summary. Thereafter, this Solution Summary and any attachment(s) hereto will no longer be of any force and effect.

This order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
<b>System 1</b>						
1	CAPSSDSATA3.84T	VXR 3.84TB CAPACITY SATA 2.5IN SSD F		9	\$2,670.62	\$24,035.58
	BF					

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
2	CACHENVMEDRV1.6TBF	VXR 1.6TB NVME CACHE 2.5IN F		2	\$2,001.34	\$4,002.68
3	SYSP5702SVADV	SYSP5702SVADV - VXRAIL 14G P570 2U1N 2S NVME ADV AF		1	\$6,632.43	\$6,632.43
4	VXR-14G-MGR-DE-4.7	VXRAIL SOFTWARE IMAGE V4.7=MA		1	\$0.00	\$0.00
5	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF		1	\$36.73	\$36.73
6	PS1600W-250VACF	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC F		1	\$528.91	\$528.91
7	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300		1	\$60.42	\$60.42
8	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM		2	\$0.00	\$0.00
9	2SP570HSDM125GR	VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK		1	\$1,313.10	\$1,313.10
10	HBA330CTRL2SF	VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F		1	\$111.94	\$111.94
11	PROGD61421SF	PROGD61421SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 1S F		1	\$2,759.46	\$2,759.46
12	PROGD61422SF	PROGD61422SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 2S F		1	\$2,759.46	\$2,759.46
13	RISER740CNFG6DUAL	VXRAIL-500 RISER R740CNFG6 AND BOSS CTR		1	\$164.06	\$164.06
14	RRAILKIT2U1NNOCMAF	VXRAIL-500 B6 READYRAILS IIW/OCMA 2U1NAF		1	\$93.00	\$93.00
15	MEMLDIMM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF		12	\$716.07	\$8,592.84
16	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS		1	\$0.00	\$0.00
17	NDCX710QP10GBSFPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF		1	\$528.33	\$528.33
18	INSTKITSFPAF	VXRAIL 14G CAT6 CABLE AF		1	\$35.54	\$35.54
19	M-PSM-HW-J-002-5Y	M-PSM-HW-J-002-5Y - PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR		1	\$25,877.18	\$25,877.18
20	458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA		1	\$0.00	\$0.00
21	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB		1	\$0.00	\$0.00
22	M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$0.00	\$0.00
23	458-002-517	VXRAIL VMWARE VSAN ADVANCED		1	\$0.00	\$0.00
24	456-113-801	VXRAIL VMWARE VSAN ADVANCED 5Y MAINT=IG		2	\$0.00	\$0.00
25	M-PSM-SW-J-006	M-PSM-SW-J-006 - PROSUPPORT W/MC VSAN ADV SW SUPPORT - 60 Months		1	\$0.00	\$0.00
26	VXROSGDPROCSF	VXROSGDPROCSF - VXRAIL HYPER CONVERGED OS(G F)=IG		2	\$2,104.40	\$4,208.80
27	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$2,104.68	\$2,104.68
28	VXRO3.84SATAF	VXR HYPER CONVERGED OS(CAP 3.84 SATA)=CF		9	\$765.23	\$6,887.07
29	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$3,443.87	\$3,443.87
					<b>System 1 Subtotal:</b>	<b>\$94,176.08</b>
<b>System 2</b>						
30	VXR-14G-MGR-DE-4.7	VXRAIL SOFTWARE IMAGE V4.7=MA		1	\$0.00	\$0.00
31	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF		1	\$36.73	\$36.73
32	PS1600W-250VACF	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC F		1	\$528.91	\$528.91

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
33	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300		1	\$60.42	\$60.42
34	SYSP5702SVADVF	SYSP5702SVADVF - VXRAIL 14G P570 2U1N 2S NVME ADV AF		1	\$6,632.43	\$6,632.43
35	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM		2	\$0.00	\$0.00
36	RISER740CNFG6DUAL	VXRAIL-500 RISER R740CNFG6 AND BOSS CTR		1	\$164.06	\$164.06
37	PROGD61422SF	PROGD61422SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 2S F		1	\$2,759.46	\$2,759.46
38	PROGD61421SF	PROGD61421SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 1S F		1	\$2,759.46	\$2,759.46
39	HBA330CTRL2SF	VXRAIL-500 PERCHBA330+RAIDCTR.12GB 2SLP F		1	\$111.94	\$111.94
40	2SP570HSDM125GR	VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK		1	\$1,313.10	\$1,313.10
41	RRAILKIT2U1NNO CMAF	VXRAIL-500 B6 READYRAILS IIW/OCMA 2U1NAF		1	\$93.00	\$93.00
42	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS		1	\$0.00	\$0.00
43	MEMLDIMM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF		12	\$716.07	\$8,592.84
44	NDCX710QP10GBS FPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF		1	\$528.33	\$528.33
45	INSTKITSFPAF	VXRAIL 14G CAT6 CABLE AF		1	\$35.54	\$35.54
46	CAPSSDSATA3.84TB F	VXR 3.84TB CAPACITY SATA 2.5IN SSD F		9	\$2,670.62	\$24,035.58
47	CACHENVMEDRV1.6TBF	VXR 1.6TB NVME CACHE 2.5IN F		2	\$2,001.34	\$4,002.68
48	M-PSM-HW-J-002-5Y	M-PSM-HW-J-002-5Y - PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR		1	\$25,877.18	\$25,877.18
49	458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA		1	\$0.00	\$0.00
50	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB		1	\$0.00	\$0.00
51	M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$0.00	\$0.00
52	VXRO3.84SATAF	VXR HYPER CONVERGED OS(CAP 3.84 SATA)=CF		9	\$765.23	\$6,887.07
53	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$3,443.87	\$3,443.87
54	VXROSGDPROCSF	VXROSGDPROCSF - VXRAIL HYPER CONVERGED OS(G F)=IG		2	\$2,104.40	\$4,208.80
55	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$2,104.68	\$2,104.68
56	458-002-517	VXRAIL VMWARE VSAN ADVANCED		1	\$0.00	\$0.00
57	456-113-801	VXRAIL VMWARE VSAN ADVANCED 5Y MAINT=IG		2	\$0.00	\$0.00
58	M-PSM-SW-J-006	M-PSM-SW-J-006 - PROSUPPORT W/MC VSAN ADV SW SUPPORT - 60 Months		1	\$0.00	\$0.00

**System 2 Subtotal:** \$94,176.08

**System 3**

59	VXR-14G-MGR-DE-4.7	VXRAIL SOFTWARE IMAGE V4.7=MA		1	\$0.00	\$0.00
60	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF		1	\$36.73	\$36.73
61	PS1600W-250VACF	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC F		1	\$528.91	\$528.91
62	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300		1	\$60.42	\$60.42
63	SYSP5702SVADVF	SYSP5702SVADVF - VXRAIL 14G P570 2U1N 2S NVME ADV AF		1	\$6,632.43	\$6,632.43

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
64	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM		2	\$0.00	\$0.00
65	RISER740CNFG6D UAL	VXRAIL-500 RISER R740CNFG6 AND BOSS CTR		1	\$164.06	\$164.06
66	PROGD61422SF	PROGD61422SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 2S F		1	\$2,759.46	\$2,759.46
67	PROGD61421SF	PROGD61421SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 1S F		1	\$2,759.46	\$2,759.46
68	HBA330CTRL2SF	VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F		1	\$111.94	\$111.94
69	2SP570HSDM125G R	VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK		1	\$1,313.10	\$1,313.10
70	RRAILKIT2U1NNO CMAF	VXRAIL-500 B6 READYRAILS IIW/OCMA 2U1NAF		1	\$93.00	\$93.00
71	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS		1	\$0.00	\$0.00
72	MEMLDIMM32GBA F	VXRAIL-500 MEMORY 32GB RDIMM AF		12	\$716.07	\$8,592.84
73	NDCX710QP10GBS FPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF		1	\$528.33	\$528.33
74	INSTKITSFPAF	VXRAIL 14G CAT6 CABLE AF		1	\$35.54	\$35.54
75	CAPSSDSATA3.84T BF	VXR 3.84TB CAPACITY SATA 2.5IN SSD F		9	\$2,670.62	\$24,035.58
76	CACHENVMEDRV1. 6TBF	VXR 1.6TB NVME CACHE 2.5IN F		2	\$2,001.34	\$4,002.68
77	M-PSM-HW-J-002- 5Y	M-PSM-HW-J-002-5Y - PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR		1	\$25,877.18	\$25,877.18
78	458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA		1	\$0.00	\$0.00
79	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB		1	\$0.00	\$0.00
80	M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$0.00	\$0.00
81	VXRO3.84SATAF	VXR HYPER CONVERGED OS(CAP 3.84 SATA)=CF		9	\$765.23	\$6,887.07
82	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$3,443.87	\$3,443.87
83	VXROSGDPROCSF	VXROSGDPROCSF - VXRAIL HYPER CONVERGED OS(G F)=IG		2	\$2,104.40	\$4,208.80
84	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$2,104.68	\$2,104.68
85	458-002-517	VXRAIL VMWARE VSAN ADVANCED		1	\$0.00	\$0.00
86	456-113-801	VXRAIL VMWARE VSAN ADVANCED 5Y MAINT=IG		2	\$0.00	\$0.00
87	M-PSM-SW-J-006	M-PSM-SW-J-006 - PROSUPPORT W/MC VSAN ADV SW SUPPORT - 60 Months		1	\$0.00	\$0.00

**System 3 Subtotal:** \$94,176.08

**System 4**

88	VXR-14G-MGR-DE- 4.7	VXRAIL SOFTWARE IMAGE V4.7=MA		1	\$0.00	\$0.00
89	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF		1	\$36.73	\$36.73
90	PS1600W- 250VACF	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC F		1	\$528.91	\$528.91
91	INSTGR13USAR74 0	VXRAIL-500 USA SHIPMOD GR1300		1	\$60.42	\$60.42
92	SYSP5702SVADV	SYSP5702SVADV - VXRAIL 14G P570 2U1N 2S NVME ADV AF		1	\$6,632.43	\$6,632.43
93	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM		2	\$0.00	\$0.00
94	RISER740CNFG6D UAL	VXRAIL-500 RISER R740CNFG6 AND BOSS CTR		1	\$164.06	\$164.06

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
95	PROGD61422SF	PROGD61422SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 2S F		1	\$2,759.46	\$2,759.46
96	PROGD61421SF	PROGD61421SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 1S F		1	\$2,759.46	\$2,759.46
97	HBA330CTRL2SF	VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F		1	\$111.94	\$111.94
98	2SP570HSDM125GR	VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK		1	\$1,313.10	\$1,313.10
99	RRAILKIT2U1NNO CMAF	VXRAIL-500 B6 READYRAILS IIW/OCMA 2U1NAF		1	\$93.00	\$93.00
100	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS		1	\$0.00	\$0.00
101	MEMLDIMM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF		12	\$716.07	\$8,592.84
102	NDCX710QP10GBS FPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF		1	\$528.33	\$528.33
103	INSTKITSFPAF	VXRAIL 14G CAT6 CABLE AF		1	\$35.54	\$35.54
104	CAPSSDSATA3.84TBF	VXR 3.84TB CAPACITY SATA 2.5IN SSD F		9	\$2,670.62	\$24,035.58
105	CACHENVMEDRV1.6TBF	VXR 1.6TB NVME CACHE 2.5IN F		2	\$2,001.34	\$4,002.68
106	M-PSM-HW-J-002-5Y	M-PSM-HW-J-002-5Y - PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR		1	\$25,877.18	\$25,877.18
107	458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA		1	\$0.00	\$0.00
108	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB		1	\$0.00	\$0.00
109	M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$0.00	\$0.00
110	VXRO3.84SATAF	VXR HYPER CONVERGED OS(CAP 3.84 SATA)=CF		9	\$765.23	\$6,887.07
111	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$3,443.87	\$3,443.87
112	VXROSGDPROCSF	VXROSGDPROCSF - VXRIL HYPER CONVERGED OS(G F)=IG		2	\$2,104.40	\$4,208.80
113	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$2,104.68	\$2,104.68
114	458-002-517	VXRIL VMWARE VSAN ADVANCED		1	\$0.00	\$0.00
115	456-113-801	VXRIL VMWARE VSAN ADVANCED 5Y MAINT=IG		2	\$0.00	\$0.00
116	M-PSM-SW-J-006	M-PSM-SW-J-006 - PROSUPPORT W/MC VSAN ADV SW SUPPORT - 60 Months		1	\$0.00	\$0.00
<b>System 4 Subtotal:</b>						<b>\$94,176.08</b>
<b>System 5</b>						
117	VXR-14G-MGR-DE-4.7	VXRIL SOFTWARE IMAGE V4.7=MA		1	\$0.00	\$0.00
118	TPM1.2MODULEAF	VXRIL-500 TPM 1.2 MODULE AF		1	\$36.73	\$36.73
119	PS1600W-250VACF	VXRIL-500 DUALHOTPLG 1600W PS-250VAC F		1	\$528.91	\$528.91
120	INSTGR13USAR740	VXRIL-500 USA SHIPMOD GR1300		1	\$60.42	\$60.42
121	SYSP5702SVADV F	SYSP5702SVADV F - VXRIL 14G P570 2U1N 2S NVME ADV AF		1	\$6,632.43	\$6,632.43
122	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM		2	\$0.00	\$0.00
123	RISER740CNFG6DUAL	VXRIL-500 RISER R740CNFG6 AND BOSS CTR		1	\$164.06	\$164.06
124	PROGD61422SF	PROGD61422SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 2S F		1	\$2,759.46	\$2,759.46
125	PROGD61421SF	PROGD61421SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 1S F		1	\$2,759.46	\$2,759.46
126	HBA330CTRL2SF	VXRIL-500 PERCHBA330+RAIDCTR12GB 2SLP F		1	\$111.94	\$111.94



## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
127	2SP570HSDM125GR	VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK R		1	\$1,313.10	\$1,313.10
128	RRAILKIT2U1NNO CMAF	VXRAIL-500 B6 READYRAILS IIW/OCMA 2U1NAF CMAF		1	\$93.00	\$93.00
129	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS		1	\$0.00	\$0.00
130	MEMLDIMM32GBA F	VXRAIL-500 MEMORY 32GB RDIMM AF		12	\$716.07	\$8,592.84
131	NDCX710QP10GBS FPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF FPAF		1	\$528.33	\$528.33
132	INSTKITSFPAF	VXRAIL 14G CAT6 CABLE AF		1	\$35.54	\$35.54
133	CAPSSDSATA3.84T BF	VXR 3.84TB CAPACITY SATA 2.5IN SSD F BF		9	\$2,670.62	\$24,035.58
134	CACHENVMEDRV1. 6TBF	VXR 1.6TB NVME CACHE 2.5IN F 6TBF		2	\$2,001.34	\$4,002.68
135	M-PSM-HW-J-002-5Y	M-PSM-HW-J-002-5Y - PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR		1	\$25,877.18	\$25,877.18
136	458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA		1	\$0.00	\$0.00
137	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB		1	\$0.00	\$0.00
138	M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$0.00	\$0.00
139	VXRO3.84SATAF	VXR HYPER CONVERGED OS(CAP 3.84 SATA)=CF		9	\$765.23	\$6,887.07
140	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$3,443.87	\$3,443.87
141	VXROSGDPROCSF	VXROSGDPROCSF - VXRAIL HYPER CONVERGED OS(G F)=IG		2	\$2,104.40	\$4,208.80
142	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$2,104.68	\$2,104.68
143	458-002-517	VXRAIL VMWARE VSAN ADVANCED		1	\$0.00	\$0.00
144	456-113-801	VXRAIL VMWARE VSAN ADVANCED 5Y MAINT=IG		2	\$0.00	\$0.00
145	M-PSM-SW-J-006	M-PSM-SW-J-006 - PROSUPPORT W/MC VSAN ADV SW SUPPORT - 60 Months		1	\$0.00	\$0.00
<b>System 5 Subtotal:</b>						<b>\$94,176.08</b>
<b>System 6</b>						
146	VXR-14G-MGR-DE-4.7	VXRAIL SOFTWARE IMAGE V4.7=MA		1	\$0.00	\$0.00
147	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF		1	\$36.73	\$36.73
148	PS1600W-250VACF	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC F		1	\$528.91	\$528.91
149	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300		1	\$60.42	\$60.42
150	SYSP5702SVADV F	SYSP5702SVADV F - VXRAIL 14G P570 2U1N 2S NVME ADV AF		1	\$6,632.43	\$6,632.43
151	CAPSSDSATA3.84T BF	VXR 3.84TB CAPACITY SATA 2.5IN SSD F BF		9	\$2,670.62	\$24,035.58
152	CACHENVMEDRV1. 6TBF	VXR 1.6TB NVME CACHE 2.5IN F 6TBF		2	\$2,001.34	\$4,002.68
153	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM		2	\$0.00	\$0.00
154	RISER740CNFG6DUAL	VXRAIL-500 RISER R740CNFG6 AND BOSS CTR UAL		1	\$164.06	\$164.06
155	PROGD61422SF	PROGD61422SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 2S F		1	\$2,759.46	\$2,759.46
156	PROGD61421SF	PROGD61421SF - VXR INTEL CPU GD 6142 2.6G 16C 32T 1S F		1	\$2,759.46	\$2,759.46

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
157	HBA330CTRL2SF	VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F		1	\$111.94	\$111.94
158	2SP570HSDM125G R	VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK		1	\$1,313.10	\$1,313.10
159	RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS		1	\$0.00	\$0.00
160	MEMLDIMM32GBA F	VXRAIL-500 MEMORY 32GB RDIMM AF		12	\$716.07	\$8,592.84
161	NDCX710QP10GBS FPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF		1	\$528.33	\$528.33
162	INSTKITSFPAF	VXRAIL 14G CAT6 CABLE AF		1	\$35.54	\$35.54
163	RRAILKIT2U1NNO CMAF	VXRAIL-500 B6 READYRAILS IIW/OCMA 2U1NAF		1	\$93.00	\$93.00
164	M-PSM-HW-J-002-5Y	M-PSM-HW-J-002-5Y - PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR		1	\$25,877.18	\$25,877.18
165	458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA		1	\$0.00	\$0.00
166	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB		1	\$0.00	\$0.00
167	M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$0.00	\$0.00
168	VXRO3.84SATAF	VXR HYPER CONVERGED OS(CAP 3.84 SATA)=CF		9	\$765.23	\$6,887.07
169	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$3,443.87	\$3,443.87
170	VXROSGDPROCSF	VXROSGDPROCSF - VXRAIL HYPER CONVERGED OS(G F)=IG		2	\$2,104.40	\$4,208.80
171	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 60 Months		1	\$2,104.68	\$2,104.68
172	458-002-517	VXRAIL VMWARE VSAN ADVANCED		1	\$0.00	\$0.00
173	456-113-801	VXRAIL VMWARE VSAN ADVANCED 5Y MAINT=IG		2	\$0.00	\$0.00
174	M-PSM-SW-J-006	M-PSM-SW-J-006 - PROSUPPORT W/MC VSAN ADV SW SUPPORT - 60 Months		1	\$0.00	\$0.00
<b>System 6 Subtotal:</b>						<b>\$94,176.08</b>
<b>Discount</b>						
175	DISCOUNT-HW	VNX 5200 trade in		1	(\$40,000.00)	(\$40,000.00)
<b>Discount Subtotal:</b>						<b>(\$40,000.00)</b>
<b>Total:</b>						<b>\$525,056.48</b>

**CERTIFICATE OF APPROPRIATIONS**

(Installment Payment Agreement)

I, \_\_\_\_\_ do hereby certify that I am the duly elected or appointed and acting \_\_\_\_\_ of Jackson County ("Obligor"); that I have custody of the financial records and budget information of such entity; that monies for all installment payments to be made under that certain Installment Payment Agreement, Number 1599845, between Obligor and ConvergeOne Payment Services as lender ("Agreement"), for the fiscal year ending \_\_\_\_\_, 20\_\_\_\_, are available from unexhausted and unencumbered appropriations and/or funds within Obligor's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those installment payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

The undersigned official of Obligor hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**NON APPROPRIATION RIDER**

This Non-Appropriation Rider to the Installment Payment Agreement No. 1599845 dated \_\_\_\_\_, 20 (the "IPA"), is by and between **ConvergeOne Payment Services** (Lender) and Jackson County (Obligor). Capitalized terms used herein without definition shall be defined as provided in the IPA.

Notwithstanding anything contained in the IPA to the contrary,

1. Obligor presently intends to continue the IPA for its entire term and to pay all payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Obligor's budget will include in the budget request for each fiscal year during the term of the IPA the payments to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all payments coming due therein. The parties acknowledge that appropriation for payments is a governmental function which Obligor cannot contractually commit itself in advance to perform and the IPA does not constitute such a commitment. However, Obligor reasonably believes that moneys in an amount sufficient to make all payments can and will lawfully be appropriated and made available to permit Obligor's continued utilization of the Software in the performance of its essential functions during the term of the IPA.

2. If Obligor's governing body fails to appropriate sufficient moneys in any fiscal year for payments due under the IPA and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Obligor shall give Lender immediate notice of such Non-Appropriation and provide written evidence of such failure by Obligor's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the payments due under the IPA (the "Return Date"), Obligor shall return to Lender all, but not less than all, of the Software covered by the IPA, at Obligor's sole expense, in accordance with the terms hereof; and (iii) the IPA shall terminate on the Return Date without penalty or expense to Obligor and Obligor shall not be obligated to pay the payments beyond such fiscal year, provided, that Obligor shall pay all payments due under the IPA for which moneys shall have been appropriated or are otherwise available, provided further, that Obligor shall pay month-to-month rent at the rate set forth in the IPA for each month or part thereof that Obligor fails to return the Software as required herein.

3. The IPA shall be deemed executory only to the extent of monies appropriated and available for the purpose of the IPA, and no liability on account thereof shall be incurred by the Obligor beyond the amount of such monies. The IPA is not a general obligation of the Obligor. Neither the full faith and credit nor the taxing power of the Obligor are pledged to the payment of any amount due or to become due under the IPA. It is understood that neither the IPA nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the IPA.

4. The Obligor and Lender agree that by the execution thereof, Obligor acquires no ownership interest in any Software whether vested or contingent. The Obligor's interest in the Software is limited to that of an Obligor and the Software manufacturer retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**ConvergeOne Payment Services**  
(Lender)

Jackson County  
(Obligor)

By \_\_\_\_\_

By \_\_\_\_\_

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_



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

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Monday, April 15, 2019, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

**RESOLUTION NO. 20140**, April 15, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, April 15, 2019, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

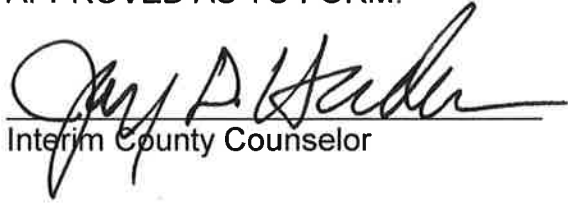
WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, April 15, 2019, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20140 of April 15, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature



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

**A RESOLUTION** awarding twelve-month term and supply contracts for the furnishing of golf course chemicals and fertilizers for use by the Parks + Rec Department to Helena Chemical of Shawnee, KS, Reinders, Inc., of Olathe, KS, SiteOne Landscape Supply of Cleveland, OH, and Supreme Turf Products of Olathe, KS, under the terms and conditions of Invitation to Bid No. 6-19.

**RESOLUTION NO. 20141**, April 15, 2019

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Department of Finance and Purchasing has solicited bids on Invitation to Bid No. 6-19 for the furnishing of golf course chemicals and fertilizers for use by the Parks + Rec Department; and,

WHEREAS, a total of twenty-eight notifications were distributed and five responses were received; and,

WHEREAS, following evaluation of the bids submitted, the Department of Finance and Purchasing recommends that the contract be divided and awarded to the vendors submitting the lowest bid for each item; and,

WHEREAS, award as recommended would result in awards to the following vendors:

Helena Chemical Company, Shawnee, KS

Reinders, Inc., Olathe, KS

SiteOne Landscape Supply, Cleveland, OH

Supreme Turf Products, Olathe, KS

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Department of Finance and Purchasing and that the Department 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 Department of Finance and Purchasing is authorized to make all payments, including final payment on the contracts, 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:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20141 of April 15, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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 is subject to annual appropriation.

4/10/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:  
 Res/~~Ord~~ No.: 20141  
 Sponsor(s): Tony Miller  
 Date: April 15, 2019

**EXECUTIVE OFFICE**

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p style="text-align: center;">APR 03 2019</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the furnishing of Golf Course Chemicals and Fertilizers for Parks + Rec to Reinders, Inc. of Sussex, WI; SiteOne Landscape Supply of Cleveland, OH; Helena Agri Enterprises of Shawnee, KS; and Supreme Turf Products of Olathe, KS under the terms and conditions of Invitation to Bid 6-19.</u></p>										
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></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></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> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Parks + Rec Estimated Use: \$75,000</p> <p>Requesting approval by the Legislature of the term and supply contract; the funds were already appropriated through the annual budget adoption. Estimated usage figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:											
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:											
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):          Prior resolutions and (date): 19774 (March 26, 2018), 19358 (January 30, 2017)</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Katie Bartle, Senior Buyer, 816-881-3465</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>Parks + Rec requires a term and supply contract for the furnishing of Golf Course Chemicals and Fertilizers. The Purchasing Department issued Invitation to Bid No. 6-19 in response to those requirements.</p> <p>A total of twenty-eight notifications were distributed with five responses were received and evaluated. Attached is a Recap of Bids Received. The following split award is recommended for the lowest and best bidder meeting specifications:</p> <table style="width: 100%;"> <tr> <td style="vertical-align: top;"> <p><b>BIDDER:</b></p> <p>Helena Chemical of Shawnee, KS</p> <p>Reinders Inc of Olathe, KS</p> <p>SiteOne Landscape Supply, Cleveland, OH</p> <p>Supreme Turf, Olathe, KS</p> </td> <td style="vertical-align: top;"> <p><b>ITEMS RECOMMENDED FOR AWARD:</b></p> <p>#12, #21, #24, #32</p> <p>#11, #14, #15, #17, #18, #19, #20, #27, #28</p> <p>#1, #16, #29, #30, #33</p> <p>#2, #3, #4, #5, #6, #7, #8, #9, #10, #13, #22, #23</p> <p>#25, #26, #31</p> </td> </tr> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Department of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the furnishing of Golf Course Chemicals and Fertilizers for the Parks + Rec Department to Helena Agri Enterprises of Shawnee, KS; Reinders, Inc. of Sussex, WI; SiteOne Landscape Supply of Cleveland, OH; and Supreme Turf Products of Olathe, KS under the terms and conditions of Invitation to Bid No. 6-19 as the lowest and best bidders meeting specifications for each item.</p>	<p><b>BIDDER:</b></p> <p>Helena Chemical of Shawnee, KS</p> <p>Reinders Inc of Olathe, KS</p> <p>SiteOne Landscape Supply, Cleveland, OH</p> <p>Supreme Turf, Olathe, KS</p>	<p><b>ITEMS RECOMMENDED FOR AWARD:</b></p> <p>#12, #21, #24, #32</p> <p>#11, #14, #15, #17, #18, #19, #20, #27, #28</p> <p>#1, #16, #29, #30, #33</p> <p>#2, #3, #4, #5, #6, #7, #8, #9, #10, #13, #22, #23</p> <p>#25, #26, #31</p>								
<p><b>BIDDER:</b></p> <p>Helena Chemical of Shawnee, KS</p> <p>Reinders Inc of Olathe, KS</p> <p>SiteOne Landscape Supply, Cleveland, OH</p> <p>Supreme Turf, Olathe, KS</p>	<p><b>ITEMS RECOMMENDED FOR AWARD:</b></p> <p>#12, #21, #24, #32</p> <p>#11, #14, #15, #17, #18, #19, #20, #27, #28</p> <p>#1, #16, #29, #30, #33</p> <p>#2, #3, #4, #5, #6, #7, #8, #9, #10, #13, #22, #23</p> <p>#25, #26, #31</p>										

	This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals                      No Goals Assigned <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Abstract of Bids; Recap of Bids Received; Memorandum from Bob McMillin, Parks + Rec; and the pertinent pages of each recommended vendor's bid.	
REVIEW	Department Director:	Date: 4-1-19
	Finance (Budget Approval): <i>If applicable</i>	Date: 4/3/19
	Division Manager:	Date: 4-3-19
	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.



**JACKSON COUNTY  
Parks + Rec**

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
MakeYourDayHere.com

Michele Newman, Director  
(816) 503-4800  
Fax: (816) 795-1234

To: Katie M. Bartle – Senior Buyer  
From: Bob McMillin – Supt. Golf/Marina's  
CC: Russell – Golf Course Supervisor  
RE: Bid 6-19 Golf Chemical & Fertilizer

Attached is the recommendation for Bid No. 6-19 Golf Course Chemical & Fertilizer along with the master spreadsheet & line item bid award for your review.

Reinders	\$19,125
Site One	\$13,125
Helena	\$17,625
Supreme	\$25,125
Grass Pad	<u>\$ 0</u>
	\$75,000

Items Awarded:

Chemical recommendation for golf course

Helena awarded items: 12, 21, 24, 32.

Reinders awarded items: 11, 14, 15, 17, 18, 19, 20, 27, 28.

Site One awarded items: 1, 16, 29, 30, 33.

Supreme Turf awarded items: 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 22, 23, 25, 26, 31.

Grass Pad – No Items

Contact Russell or myself with further questions!

Thanks You,

Bob



**Bid No: 6-19**

**Commodity: Golf Course Chemicals**

**Vendor: Reinders Inc.**

Bid Recap		Quote				
REQUIRED SUBMITTALS	Yes/No	Item #	Item Name	Manufacturer	Container Size	Amount
Contract Signed Affidavit	N	1.0	.067 Acelepryn 50% Uflexx SGN 150	EC GROW	50 LBS	\$ 36.60
	Y	2.0	29-4-12	MEARS	50 LBS	\$ 16.20
Compliance Review	N	3.0	19-0-19 with Iron (fairway fertilizer)	EC GROW	50 LBS	\$ 14.80
Certificate of Compliance	Y	4.0	32-0-8	EC GROW	50 LBS	\$ 13.75
Statement of Contractor's Qualification	Y	5.0	Admiral (pond die)	BASF	GALLON	\$ 41.81
Acknowledgement of Receipt of Addenda	Y	6.0	Barricade .28 41-0-0	EC GROW	50 LBS	\$ 26.30
Bidder's Quote	Y	7.0	Bayleton 50	BAYER	4X4X5.5 CASE	\$ 420.00
Bidder's Exceptions	Y	8.0	BCMUI 18-4-18 (greens grade)	EC GROW	50 LBS	\$ 35.00
Contractor Utilization Plan	N	9.0	Bensulide	PBI GORDON	2.5 GAL	\$ 285.00
Technical Sheets for Alternate Items Bid	N	10.0	Daconil Action	SYNGENTA	2X2.5 GAL CASE	\$ 405.00
		11.0	Daconil Zn	SYNGENTA	2X2.5 GAL CASE	\$ 3.50
		12.0	Headway	SYNGENTA	10 GAL	\$ 4,260.00
		13.0	Heritage	SYNGENTA	1 LB	\$ 323.00
		14.0	Drive XLR8	BASF	64 OZ	\$ 58.00
		15.0	Kickstand	PBI GORDON	50 LBS	\$ 60.00
Contracts: See attached		16.0	Lesco High Manganese Combo	PLANT FOOD CO	2X2.5 GAL CASE	\$ 84.00
		17	Momentum	QUALIPRO	2.5 GAL	\$ 112.00
		18	PhACID	PLANT FOOD CO	2X2.5 GAL CASE	\$ 230.50
		19	Revert	PLANT FOOD CO	2X2.5 GAL CASE	\$ 244.00
		20	Revolver	BAYER	87 OZ	\$ 588.50
References: See attached.		21	Ronstar	BAYER	50 LBS	\$ 75.00
		22	Round Up	MONSANTO	1.67 GAL	\$ 65.00
		23	Scimitar	SYNGENTA	1 QT	\$ 160.00
		24	Sevin SL	BAYER	2.5 GAL	\$ 87.00
		25	Signature (fungicide)	BAYER	5.5 LB	\$ 165.00
		26	Speed Zone	PBI GORDON	2.5 GAL	\$ 185.00
		27	Nucleus 0-0-21	JAY-MAR INC	2.5 GAL	\$ 30.00
		28	Trimmit	SYNGENTA	2.5 GAL	\$ 1,062.50
		29	Urea	MEARS	50 LBS	\$ 14.50
		30	Xzemplar	BASF	11.4 OZ	\$ 212.38
		31	Zylam	PBI GORDON	1 QT	\$ 116.00
		32	Tekken	PBI GORDON	2.5 GAL	\$ 337.50
		33	FeSo4: 19% Fe & 11% Sulfur	MEARS	50 LBS	\$ 25.00

Comments: No technical data sheets provided. Please see Exceptions page.



**Bid No: 6-19**

**Commodity: Golf Course Chemicals**

**Vendor: Helena**

Bid Recap		Quote				
REQUIRED SUBMITTALS	Yes/No	Item #	Item Name	Manufacturer	Container Size	Amount
Contract Signed	Y	1.0	.067 Acelepryn 50% Uflexx SGN 150	HELENA	50 LBS	\$ 25.92
Affidavit	Y	2.0	29-4-12			NO BID
Compliance Review	Y	3.0	19-0-19 with Iron (fairway fertilizer)	HELENA	50 LBS	\$ 15.74
Certificate of Compliance	N	4.0	32-0-8	HELENA	50 LBS	\$ 13.59
Statement of Contractor's Qualification	Y	5.0	Admiral (pond die)			NO BID
Acknowledgement of Receipt of Addenda	Y	6.0	Barricade .28 41-0-0			NO BID
Bidder's Quote	Y	7.0	Bayleton 50	BAYER	2.5 GAL	\$ 1,385.00
Bidder's Exceptions	Y	8.0	BCMU 18-4-18 (greens grade)			NO BID
Contractor Utilization Plan	Y	9.0	Bensulide	PBI GORDON	2.5 GAL	\$ 293.45
Technical Sheets for Alternate Items Bid	Y	10.0	Daconil Action	SYNGENTA	2.5 GAL	\$ 202.50
		11.0	Daconil Zn	SYNGENTA	2.5 GAL	\$ 175.00
		12.0	Headway	SYNGENTA	1 GAL	\$ 438.00
		13.0	Heritage	SYNGENTA	10 GAL	\$ 4,260.00
		14.0	Drive XLR8	BASF	1 LB	\$ 323.00
		15.0	Kickstand	HELENA	.5 GAL	\$ 66.25
		16.0	Lesco High Manganese Combo	HELENA	50 LBS	\$ 100.00
Contracts: None Given		17	Momentum	HELENA	2.5 GAL	\$ 137.50
		18	PhACID			NO BID
		19	Revert	HELENA	2.5 GAL	\$ 187.50
		20	Revolver	BAYER	87 OZ	\$ 588.50
		21	Ronstar	BAYER	2.5 GAL	\$ 439.00
		22	Round Up	MONSANTO	2.5 GAL	\$ 36.25
		23	Scimitar	SYNGENTA	1 QT	\$ 144.21
		24	Sevin SL			NO BID
		25	Signature (fungicide)	BAYER	5.5 LB	\$ 165.00
		26	Speed Zone	PBI GORDON	2.5 GAL	\$ 186.50
		27	Nucleus 0-0-21	HELENA	5 GAL	\$ 70.00
		28	Trimmit	SYNGENTA	2.5 GAL	\$ 1,062.50
		29	Urea	HELENA	50 LBS	\$ 14.23
		30	Xzemplar	BASF	11.4 OZ	\$ 197.51
		31	Zylam	PBI GORDON	1 QT	\$ 116.00
		32	Tekken	PBI GORDON	2.5 GAL	\$ 337.50
		33	FeSo4: 19% Fe & 11% Sulfur	MEARS	50 LBS	NO BID

Comments: Please review Exceptions. See attached technical data sheets

**Bid No: 6-19**

**Commodity: Golf Course Chemicals**

**Vendor: SiteOne**

Bid Recap		Quote				
REQUIRED SUBMITTALS	Yes/No	Item #	Item Name	Manufacturer	Container Size	Amount
Contract Signed	Y	1.0	.067 Acelepryn 50% Uflexx SGN 150	LESCO	50 LBS	\$0.50/LB
Affidavit	Y	2.0	29-4-12	LESCO	50 LBS	\$0.357/LB
Compliance Review	Y	3.0	19-0-19 with Iron (fairway fertilizer)	LESCO	50 LBS	\$0.40/LB
Certificate of Compliance	N	4.0	32-0-8	LESCO	50 LBS	\$0.33/LB
Statement of Contractor's Qualification	Y	5.0	Admiral (pond die)	BECKER	1 GAL	\$40.34
Acknowledgement of Receipt of Addenda	Y	6.0	Barricade .28 41-0-0	LESCO	50 LBS	\$0.39
Bidder's Quote	Y	7.0	Bayleton 50	BAYER	4X5.5 OZ	\$6.46
Bidder's Exceptions	Y	8.0	BCMU 18-4-18 (greens grade)			NO BID
Contractor Utilization Plan	Y	9.0	Bensulide	GORDONS -	2.5 GAL	\$119.01/GAL
Technical Sheets for Alternate Items Bid	Y	10.0	Daconil Action	SYNGENTA	2.5 GAL	\$81.00/GAL
		11.0	Daconil Zn	SYNGENTA	2.5 GAL	\$70.00/GAL
		12.0	Headway	SYNGENTA	10 GAL	\$426.00/GAL
		13.0	Heritage	SYNGENTA	6 LB	\$323.00
		14.0	Drive XLR8	BASF	2X64 OZ	\$253.40
		15.0	Kickstand			NO BID
Contracts: None given		16	Lesco High Manganese Combo	LESCO	2.5 GAL	\$10.71/GAL
		17	Momentum	LESCO	2.5 GAL	\$58.02/GAL
		18	PhACID			NO BID
		19	Revert			NO BID
References: See attached		20	Revolver	BAYER	4X1 QT	\$952.72
		21	Ronstar	BAYER	50 LBS	\$2.45/LB
		22	Round Up	LESCO-	2.5 GAL	\$15.38/GAL
		23	Scimitar	SYNGENTA	4X1 QT	\$624.12
		24	Sevin SL	LESCO -SEVIN SL	2.5 GAL	\$54.54/GAL
		25	Signature (fungicide)	LESCO - PRODIGY	5.5 LB	\$30.54/LB
		26	Speed Zone	PBI GORDON	2.5 GAL	\$102.80/GAL
		27	Nucleus 0-0-21	LESCO GREEN FLO	2.5 GAL	\$16.82/GAL
		28	Trimmit	SYNGENTA	2.5 GAL	\$425.00/GAL
		29	Urea	LESCO	50 LBS	\$0.26/LB
		30	Xzemplar	BASF	114 OZ	\$1,716.46
		31	Zylam	GORDONS -	2.7 LB	\$82.98/LB
		32	Tekken	PBI GORDON	2.5 GAL	\$135.00/GAL
		33	FeSo4: 19% Fe & 11% Sulfur	CROWN	50 LBS	\$492.00/TON

Comments: See exceptions. Please see attached technical data sheets.

**Bid No: 6-19**

**Commodity: Golf Course Chemicals**

**Vendor: Supreme Turf**

**Bid Recap**

**REQUIRED SUBMITTALS**

		Quote					
	Yes/No	Item #	Item Name	Manufacturer	Container Size	Amount	
Contract Signed	Y	1.0	.067 Aceleprym 50% Uflexx SGN 150	EC GROW	50 LBS	\$ 38.00	
Affidavit	Y	2.0	29-4-12	MEARS	50 LBS	\$ 13.10	
Compliance Review	Y	3.0	19-0-19 with Iron (fairway fertilizer)	MEARS	50 LBS	\$ 13.50	
Certificate of Compliance	N	4.0	32-0-8	MEARS	50 LBS	\$ 13.00	
Statement of Contractor's Qualification	Y	5.0	Admiral (pond die)	BASF	GALLON	\$ 38.00	
Acknowledgement of Receipt of Addenda	Y	6.0	Barricade 28 41-0-0	ANDERSON'S	50 LBS	\$ 14.25	
Bidder's Quote	Y	7.0	Bayleton 50	BAYER	2.5 GAL	\$ 1,385.00	
Bidder's Exceptions	Y	8.0	BCMU 18-4-18 (greens grade)	EC GROW	50 LBS	\$ 29.50	
Contractor Utilization Plan	Y	9.0	Bensulide	PBI GORDON	2.5 GAL	\$ 280.00	
Technical Sheets for Alternate Items Bid	Y	10.0	Daconil Action	SYNGENTA	2.5 GAL	\$ 202.50	
		11.0	Daconil Zn	SYNGENTA	2.5 GAL	\$ 175.00	
		12.0	Headway	SYNGENTA	1 GAL	\$ 438.00	
		13.0	Heritage	SYNGENTA	10 GAL	\$ 4,260.00	
		14.0	Drive XLR8	BASF	1 LB	\$ 323.00	
Contracts: None given		15.0	Kickstand		6 LB	\$ 1,938.00	
		16.0	Lesco High Manganese Combo	GRIGG BROS	0.5 GAL	\$ 65.00	
		17.0	Momentum			NO BID	
		18.0	PhACID			NO BID	
		19.0	Revert			NO BID	
References: None given		20.0	Revolver	BAYER	87 OZ	\$ 588.50	
		21.0	Ronstar	BAYER	2.5 GAL	\$ 439.00	
		22.0	Round Up	MONSANTO	2.5 GAL	\$ 33.00	
		23.0	Scimitar	SYNGENTA	1 QT	\$ 140.00	
		24.0	Sevin SL	BAYER	2.5 GAL	\$ 92.00	
		25.0	Signature (fungicide)	BAYER	44 LB CASE	\$ 1,220.00	
		26.0	Speed Zone	PBI GORDON	2.5 GAL	\$ 180.00	
		27.0	Nucleus 0-0-21			NO BID	
		28.0	Trimmit	SYNGENTA	2.5 GAL	\$ 1,062.50	
		29.0	Urea	MEARS	50 LBS	\$ 13.00	
		30.0	Xzemplar	BASF	114 OZ	\$ 1,845.66	
		31.0	Zylam	PBI GORDON	1 QT	\$ 116.00	
		32.0	Tekken	PBI GORDON	2.5 GAL	\$ 337.50	
		33.0	FeSo4: 19% Fe & 11% Sulfur			NO BID	

Comments: Please see attached technical sheets. See Exceptions Page

**Bid No: 6-19**

**Commodity: Golf Course Chemicals**

**Vendor: Grass Pad**

Bid Recap		Quote					
REQUIRED SUBMITTALS	Y/N	Item #	Item Name	Manufacturer	Container Size	Amount	
Contract Signed Affidavit	Y	1.0	.067 Acelepryn 50% Uflexx SGN 150	EC GROW	50 LBS	\$ 36.40	
Compliance Review	Y	2.0	29-4-12	EC GROW	50 LBS	\$ 13.15	
Certificate of Compliance	N	3.0	19-0-19 with Iron (fairway fertilizer)	EC GROW	50 LBS	\$ 14.35	
Statement of Contractor's Qualification	Y	4.0	32-0-8	EC GROW	50 LBS	\$ 13.80	
Acknowledgement of Receipt of Addenda	Y	5.0	Admiral (pond die)	BASF	GALLON	\$ 36.35	
Bidder's Quote	Y	6.0	Barricade .28 41-0-0	EC GROW	50 LBS	\$ 17.40	
Bidder's Exceptions	Y	7.0	Bayleton 50			NO BID	
Contractor Utilization Plan	Y	8.0	BCMU 18-4-18 (greens grade)			NO BID	
Technical Sheets for Alternate Items Bid	Y	9.0	Bensulide	PBI GORDON	2.5 GAL	\$119.60/GAL	
	Y	10.0	Daconil Action	SIPCAM AGRO	2.5 GAL	\$60/GAL	
		11.0	Daconil Zn			NO BID	
		12.0	Headway	PRIME SOURCE	2.5 GAL	\$204/GAL	
		13.0	Heritage	PRIME SOURCE	2.5 GAL	\$109/GAL	
		14.0	Drive XLR8	QUDI-PRO	0.5 GAL	\$99.80/GAL	
		15.0	Kickstand			NO BID	
		16.0	Lesco High Manganese Combo			NO BID	
		17.0	Momentum	PBI GORDON	2.5 GAL	\$61.98/GAL	
		18.0	PhACID			NO BID	
		19.0	Revert			NO BID	
		20.0	Revolver			NO BID	
		21.0	Ronstar			NO BID	
		22.0	Round Up	ALBOUGH	2.5 GAL	\$13.56/GAL	
		23.0	Scimitar	QP	1 QT	\$247.50/GAL	
		24.0	Sevin SL			NO BID	
		25.0	Signature (fungicide)	BAYER	55 LB	\$ 156.25	
		26.0	Speed Zone			\$72.82	
		27.0	Nucleus 0-0-21			NO BID	
		28.0	Trimmit			NO BID	
		29.0	Urea	EC GROW	50 LBS	\$ 14.10	
		30.0	Xzemplar			NO BID	
		31.0	Zylam		1 QT	\$ 116.00	
		32.0	Tekken		1 GAL	\$ 135.00	
		33.0	FeSo4: 19% Fe & 11% Sulfur			NO BID	

Contracts: None given

References: None given

Comments: See technical data sheets attached. Please see Exceptions

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**  
 (Complete in full, Use attachments if necessary)

Name of Bidder: <i>Helena Agri Enterprises</i>	
Address with Zip Code: <i>225 Schilling Blvd Suite 300 Collierville, TN 38017</i>	
Federal Tax I.D. Number: <i>71-0293688</i>	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP, state name, address and phone number of owner:	
<b>If CORPORATION:</b>	
Date of Incorporation: <i>1957</i>	Name of State(s) in which incorporated: <i>Delaware</i>
President's Name: <i>Mike McCarty</i>	Vice-President's Name: <i>Dave Thomas</i>
Secretary's Name: <i>Jennifer Williams</i>	Treasurer's Name: <i>Roger Lewis</i>
<b>If PARTNERSHIP:</b>	
Is the Partnership:      General      Limited      Association      (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
<b>GENERAL INFORMATION:</b>	
Percent of work to be done under the proposed contract by your own staff:	
No. of Permanent Employees:	Geographical Limits of Operation:
No. of years in business:	
Have you ever done business under a different name: Yes      No      (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes      No      (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes _____ No _____ (Check one)			
If Yes, Explain:			
N/A			
List Completed Contracts within the Past Three Years, Including Amount of Each:			
N/A			
List of Current Contracts, Including Amount of Each:			
N/A			
Customer Reference (state name, address, and phone number):			
List each subcontractor you plan to use if awarded the contract. If no, so state.			
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):			
DBE STATUS Indicate status claimed:			
1. Minority Owned Business (MBE) YES _____ NO <u>X</u>			
African American _____ Latino _____ Native American _____ Asian _____ Pacific Islander _____			
2. Woman Owned Business (WBE) YES _____ NO <u>X</u>			
3. Small Business YES _____ NO <u>X</u>			
For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.			
Prepared by (print or type): John Staehle		Title: Sales Representative	
Signature: <i>John K. Staehle</i>		Date: 2-28-19	

7.0 QUOTATION

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
1.	.067 Acelepryn 50% Uflexx SGN 150 Manufacturer: <u>Helena</u> <sup>Promate 17-0-2 40% PLS</sup> Container Size: <u>50 lb bag</u>	15,000 pounds	\$ <u>25.92/bag</u>	No
2.	29-4-12 Manufacturer: _____ Container Size: _____	12,000 pounds	\$ <u>No Bid</u>	
3.	19-0-19 with Iron (fairway fertilizer) Manufacturer: <u>Helena</u> <sup>Promate 18-0-18 50% SLU 4% Fe</sup> Container Size: <u>50 lb bag</u>	10,000 pounds	\$ <u>15.74/50 lb bag</u>	No
4.	32-0-8 Promate 33-0-2 50% N-Flex Manufacturer: <u>Helena</u> Container Size: <u>50 lb bag</u>	6,000 pounds	\$ <u>13.59/bag</u>	No
5.	Admiral (pond die) Manufacturer: _____ Container Size: _____	36 gallons	\$ <u>No Bid</u>	
6.	Barricade .28 41-0-0 Manufacturer: _____ Container Size: _____	20,000 pounds	\$ <u>No Bid</u>	
7.	Bayleton <del>50</del> FLO Manufacturer: <u>Bayer</u> Container Size: <u>2.5 gal</u>	320 ounces	\$ <u>554.00/gal</u> \$ <u>1,385.00/2.5</u>	Yes
8.	BCMU 18-4-18 (greens grade) Manufacturer: _____ Container Size: _____	4,000 pounds	\$ <u>No Bid</u>	
9.	Bensulide <u>Bensumer 4LF</u> Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 gal</u>	60 gallons	\$ <u>293.45/2.5</u>	Yes
10.	Daconil Action Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 gal</u>	30 gallons	\$ <u>202.50/2.5</u>	Yes
11.	Daconil Zn Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 gal</u>	30 gallons	\$ <u>175.00/2.5</u>	Yes

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
12.	Headway Manufacturer: <u>Syngenta</u> Container Size: <u>1 gal &amp; 10 gal</u>	40 gallons	\$ <u>438.00/gal in 1 gal</u> \$ <u>426.00/gal in 10 gal</u>	Yes
13.	Heritage Manufacturer: <u>Syngenta</u> Container Size: <u>1 lb &amp; 6 lb</u>	60 pounds	\$ <u>323.00/lb</u> in both sizes	Yes
14.	Drive XLR8 Manufacturer: <u>BASF</u> Container Size: <u>.5 gal</u> <u>1/2 gal</u>	60 gallons	\$ <u>66.25/1/2 gal</u>	Yes
15.	Kickstand Manufacturer: <u>Helena</u> Container Size: <u>50 lb bag</u>	2,000 pounds	\$ <u>100.00/50</u> lb bag	Yes
16.	Lesco High Manganese Combo Manufacturer: _____ Container Size: _____	60 gallons	\$ <u>No Bid</u>	
17.	<del>Momentum</del> <u>Alt Battleship III</u> Manufacturer: <u>Helena</u> Container Size: <u>2.5 gal</u>	50 gallons	\$ <u>137.50/2.5</u> gal	No
18.	PhACID Manufacturer: _____ Container Size: _____	20 gallons	\$ <u>No Bid</u>	
19.	<del>Revert</del> <u>Aristocracy</u> Manufacturer: <u>Helena</u> Container Size: <u>2.5 gal</u>	20 gallons	\$ <u>187.50/2.5</u>	No
20.	Revolver Manufacturer: <u>Bayar</u> Container Size: <u>87 oz</u>	20 gallons	\$ <u>588.50/87</u> oz bottle	Yes
21.	Ronstar FLO Manufacturer: <u>Bayar</u> Container Size: <u>2.5 gal</u>	200 pounds	\$ <u>439.00/2.5</u> gal	Yes
22.	Round Up <u>Ranger Pro</u> Manufacturer: <u>Monsanto</u> Container Size: <u>2.5</u>	40 gallons	\$ <u>36.25/2.5</u> gal	Yes



NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
23.	Scimitar Manufacturer: <u>Syngenta</u> Container Size: <u>Quart</u>	6 gallons	\$ <u>144.21/quart</u>	Yes
24.	Sevin SL Manufacturer: _____ Container Size: _____	20 gallons	\$ <u>No Bid</u>	
25.	Signature (fungicide) Manufacturer: <u>Bayer</u> Container Size: <u>5.5 lb</u>	22 pounds	\$ <u>165.00/5.5</u> lb bottle	Yes
26.	Speed Zone Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 gal</u>	40 gallons	\$ <u>186.50/2.5 gal</u>	Yes
27.	Nucleus 0-0-21 Manufacturer: <u>Helena</u> Container Size: <u>5 gal</u>	20 gallons	\$ <u>70.00/5 gal</u>	Yes
28.	Trimmit Manufacturer: <u>Syngenta</u> Container Size: <u>1 gal &amp; 2.5 gal</u>	5 gallons	\$ <u>464.00/1 gal</u> \$ <u>1,062.50/2.5</u>	Yes
29.	Urea Manufacturer: <u>Helena</u> Container Size: <u>50 lb bag</u>	6,000 pounds	\$ <u>14.23/50 lb</u> bag	Yes
30.	Xzemplar Manufacturer: <u>BASF</u> Container Size: <u>114 oz &amp; 11.4 oz</u>	6 pounds	\$ <u>197.51/11.4 oz</u> bottle \$ <u>1,716.84/114 oz bottle</u>	Yes
31.	Zylam Manufacturer: <u>PBI Gordon</u> Container Size: <u>Quart</u>	40 pounds	\$ <u>116.00/quart</u>	Yes
32.	Tekken Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 gal &amp; 1 gal</u>	40 Gallons	\$ <u>135.00/1 gal</u> \$ <u>337.50/2.5</u>	Yes
***CONTINUED***				

33.	FeSo4: 19% Fe & 11% Sulfur Manufacturer: _____ Container Size: _____	2 Tons	\$ <u>No Bid</u>	
<b>GRAND TOTAL, ITEMS 1-33</b>			<b>\$</b>	

Shop Location(s): 8245 Hedge Lane Terrace Shawnee, KS 66227

Days & Hours of Operation: M-F 8-5

Point of Contact Name: John Sheeche

Point of Contact Phone: 913 - 424 - 6143

Purchase Order Email Address: sheechej@helenagri.com

**CERTIFICATION:**

SIGNATURE: <u>John K. Sheeche</u>	DATE: <u>2-28-19</u>
NAME: <u>John Sheeche</u> (Print or Type)	PHONE: <u>913 441-0676</u>
TITLE: <u>Sales Representative</u> (Print or Type)	MOBILE: <u>913 424-6143</u>
COMPANY NAME: <u>Helena Agri Enterprises</u> (Print or Type)	FAX: <u>913 441-0522</u>
EMAIL ADDRESS: <u>sheechej@helenagri.com</u> (Print or Type)	



**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**

(Complete in full, Use attachments if necessary)

Name of Bidder: Reinders, Inc.

Address with Zip Code: W227 N6225 Sussex Rd, Sussex, WI 53089

Federal Tax I.D. Number: 39-0762349

Check One: Corporation  Partnership  Sole Proprietorship

If SOLE PROPRIETORSHIP, state name, address and phone number of owner:

**If CORPORATION:**

Date of Incorporation: September, 1946

Name of State(s) in which incorporated: Wisconsin

President's Name: Craig Reinders

Vice-President's Name: Mary Reinders

Secretary's Name: Lynn Hadju

Treasurer's Name: Lynn Hadju

**If PARTNERSHIP:**

Is the Partnership: General  Limited  Association  (Check one)

Date of Organization:

Name and addresses of all partners: NA

1.

2.

3.

**GENERAL INFORMATION:**

Percent of work to be done under the proposed contract by your own staff: 100%

No. of Permanent Employees: 200

Geographical Limits of Operation:

No. of years in business: 152 Years

Have you ever done business under a different name: Yes  No  (Check one)

If Yes, give Name and Location:

Has contractor ever withdrawn or defaulted on a contractual obligation: Yes  No  (Check one)

If Yes, state where and why:

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued**

Has Contractor ever been sued for breach of any contract? Yes \_\_\_\_\_ No X (Check one)

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:  
 Jackson County Parks, \$60,000  
 Jackson County Parks, \$60,000  
 City of Overland Park, \$60,000

List of Current Contracts, Including Amount of Each:  
 same

Customer Reference (state name, address, and phone number):  
 same

List each subcontractor you plan to use if awarded the contract. If no, so state.

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (if none, so state):

DBE STATUS Indicate status claimed:

- 1. Minority Owned Business (MBE) YES \_\_\_ NO X  
 African American \_\_\_ Latino \_\_\_ Native American \_\_\_ Asian \_\_\_ Pacific Islander \_\_\_
- 2. Woman Owned Business (WBE) YES \_\_\_ NO X
- 3. Small Business YES \_\_\_ NO X

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type) Lynn Hadju Title: CFO

Signature: Lynn Hadju Date: 3-1-19

7.0 QUOTATION

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
1.	.067 Acelepryn 50% Uflexx SGN 150 Manufacturer: <u>EC Grow</u> Container Size: <u>50 lb bag</u>	15,000 pounds	\$ <u>36.60</u>	Yes
2.	29-4-12 Manufacturer: <u>Mears, Inc</u> Container Size: <u>50 lb bag</u>	12,000 pounds	\$ <u>16.20</u>	Yes
3.	19-0-19 with Iron (fairway fertilizer) Manufacturer: <u>EC Grow</u> Container Size: <u>50 lb bag</u>	10,000 pounds	\$ <u>14.80</u>	Yes
4.	32-0-8 Manufacturer: <u>EC Grow</u> Container Size: <u>50 lb bag</u>	6,000 pounds	\$ <u>13.75</u>	Yes
5.	Admiral (pond die) Manufacturer: <u>BASF</u> Container Size: <u>1 gal</u>	36 gallons	\$ <u>41.81</u>	Yes
6.	Barricade .28 41-0-0 Manufacturer: <u>EC Grow</u> Container Size: <u>50 lb bag</u>	20,000 pounds	\$ <u>26.30</u>	Yes
7.	Bayleton 50 Manufacturer: <u>Bayer</u> Container Size: <u>4 x 4 x 5.5oz CASE</u>	320 ounces	\$ <u>420.00 / CASE</u>	Yes
8.	BCMU 18-4-18 (greens grade) Manufacturer: <u>EC Grow</u> Container Size: <u>50 lb bag</u>	4,000 pounds	\$ <u>35.00</u>	Yes
9.	Bensulide Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 gal jug</u>	60 gallons	\$ <u>285.00</u>	Yes
10.	Daconil Action Manufacturer: <u>Syngenta</u> Container Size: <u>2 x 2.5gal CASE</u>	30 gallons	\$ <u>405.00 / CASE</u>	Yes
11.	Daconil Zn Manufacturer: <u>Syngenta</u> Container Size: <u>2 x 2.5gal CASE</u>	30 gallons	\$ <u>350.00 / CASE</u>	Yes

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
12.	Headway Manufacturer: <u>Syngenta</u> Container Size: <u>10 gal LinkPak</u>	40 gallons	\$ <u>4260.00 / LinkPak</u>	Yes
13.	Heritage Manufacturer: <u>Syngenta</u> Container Size: <u>1 lb</u>	60 pounds	\$ <u>323.00</u>	Yes
14.	Drive XLR8 Manufacturer: <u>BASF</u> Container Size: <u>64 oz jug</u>	60 gallons	\$ <u>58.00</u>	Yes
15.	Kickstand Manufacturer: <u>PBI Gordon</u> Container Size: <u>50 lb bag</u>	2,000 pounds	\$ <u>60.00</u>	No
16.	Lesco High Manganese Combo Manufacturer: <u>Plant Food Co</u> Container Size: <u>2x2.5gal CASE</u>	60 gallons	\$ <u>84.00 / CASE</u>	No
17.	Momentum Manufacturer: <u>QualiPro</u> Container Size: <u>2.5 gal</u>	50 gallons	\$ <u>112.00</u>	No
18.	PhACID Manufacturer: <u>Plant Food Co</u> Container Size: <u>2 x 2.5gal CASE</u>	20 gallons	\$ <u>230.50 / CASE</u>	No
19.	Revert Manufacturer: <u>Plant Food Co</u> Container Size: <u>2 x 2.5gal CASE</u>	20 gallons	\$ <u>244.00 / CASE</u>	No
20.	Revolver Manufacturer: <u>Bayer</u> Container Size: <u>87 oz bottle</u>	20 gallons	\$ <u>588.50</u>	Yes
21.	Ronstar Manufacturer: <u>Bayer</u> Container Size: <u>50 lb bag</u>	200 pounds	\$ <u>75.00</u>	Yes
22.	Round Up Manufacturer: <u>Monsanto</u> Container Size: <u>1.67 gal jug</u>	40 gallons	\$ <u>65.00</u>	Yes

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
23.	Scimitar Manufacturer: <u>Syngenta</u> Container Size: <u>1 quart</u>	6 gallons	\$ <u>160.00</u>	Yes
24.	Sevin SL Manufacturer: <u>Bayer</u> Container Size: <u>2.5 gal</u>	20 gallons	\$ <u>87.00</u>	Yes
25.	Signature (fungicide) Manufacturer: <u>Bayer</u> Container Size: <u>5.5 lb jug</u>	22 pounds	\$ <u>165.00</u>	Yes
26.	Speed Zone Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 gal</u>	40 gallons	\$ <u>185.00</u>	Yes
27.	Nucleus 0-0-21 Manufacturer: <u>Jay-Mar Inc</u> Container Size: <u>2.5 gal</u>	20 gallons	\$ <u>30.00</u>	No
28.	Trimmit Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 gal</u>	5 gallons	\$ <u>1062.50</u>	Yes
29.	Urea Manufacturer: <u>Mears</u> Container Size: <u>50 lb bag</u>	6,000 pounds	\$ <u>14.50</u>	Yes
30.	Xzemplar Manufacturer: <u>BASF</u> Container Size: <u>11.4 oz bottle</u>	6 pounds	\$ <u>212.38</u>	Yes
31.	Zylam Manufacturer: <u>PBI Gordon</u> Container Size: <u>1 quart</u>	40 pounds	\$ <u>116.00</u>	Yes
32.	Tekken Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 gal</u>	40 Gallons	\$ <u>337.50</u>	Yes
***CONTINUED***				



33.	FeSo4: 19% Fe & 11% Sulfur Manufacturer: <u>Mears</u> Container Size: <u>50 lb bag</u>	2 Tons	\$ <u>25.00</u>	Yes
<b>GRAND TOTAL, ITEMS 1-33</b>			<b>\$ 143,794.20</b>	

Shop Location(s): 19942 W 162nd St, Ste D, Olathe, KS 66062


Days & Hours of Operation: 8 am - 4 pm, M-F

Point of Contact Name: Michael Maas

Point of Contact Phone: 913.217.0650

Purchase Order Email Address: mmaas@Reinders.com

**CERTIFICATION:**

SIGNATURE: 	DATE: <u>2/28/19</u>
NAME: <u>Michael Maas</u> (Print or Type)	PHONE: <u>913.217.0650</u>
TITLE: <u>Territory Manager</u> (Print or Type)	MOBILE:
COMPANY NAME: <u>Reinders, Inc</u> (Print or Type)	FAX:
EMAIL ADDRESS: <u>mmaas@Reinders.com</u> (Print or Type)	



**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**  
(Complete in full, Use attachments if necessary)

Name of Bidder: <b>SiteOne Landscape Supply</b>	
Address with Zip Code: <b>1385 East 36th Street Cleveland, Ohio 44114</b>	
Federal Tax I.D. Number: <b>36-4485550</b>	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
IF SOLE PROPRIETORSHIP, state name, address and phone number of owner:	
<hr/> <hr/> <hr/>	
If CORPORATION:	
Date of Incorporation: <b>5-11-01</b>	Name of State(s) in which incorporated: <b>DE</b>
President's Name: <b>Please see attached</b>	Vice-President's Name: <b>Please see attached</b>
Secretary's Name:	Treasurer's Name:
If PARTNERSHIP:	
Is the Partnership: General Limited Association (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: <b>100%</b>	
No. of Permanent Employees: <b>17</b>	Geographical Limits of Operation:
No. of years in business:	
Have you ever done business under a different name: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check one)	
If Yes, give Name and Location: <b>John Deere Landscapes (Nationwide)</b>	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	



The names and addresses of all individuals serving on the Board of Directors or comparable body of the contractor or vendor:

Doug Black	Manager	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Briley Briscandine	Manager	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
John Guthrie	Manager	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076

The names and addresses of all corporate officers of the contractor or vendor:

Ross Anker	Executive Vice President, Category Management, Marketing & IT	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Doug Black	Chairman, President & Chief Executive Officer	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Charles Blum	Regional Vice President, Region 5	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jon Breviu	Associate General Counsel and Assistant Secretary	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jason Brewster	Regional Vice President, Region 8	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Briley Briscandine	Executive Vice President, General Counsel & Secretary	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Dave Brower	Vice President, Marketing	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Steve Caringella	Regional Vice President, Region 10	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Pascal Convers	Executive Vice President, Strategy & Development & Investor Relations	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
John DeYoung	Vice President, Strategy & Development	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jeff Domenick	Regional Vice President, Region 12	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Eric Elema	Vice President, Corporate Controller & Assistant Treasurer	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
John Gertz	Vice President, Category Management	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
John Guthrie	Executive Vice President, Chief Financial Officer & Assistant Secretary	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Lee Halverson	Vice President, Pricing & Business Intelligence	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Matt Hart	President, West Division	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jarold Justice	Regional Vice President, Region 2	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jon Kerr	President, North Division	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Joe Ketter	Senior Vice President, Human Resources & Assistant Secretary	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Taylor Koch	President, South Division	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Sean Kramer	Vice President & Chief Information Officer	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Ron Miller	Regional Vice President, Region 4	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Kevin Natella	Regional Vice President, Region 6	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Mark Nattinger	Regional Vice President, Region 7	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Gil Seco	Regional Vice President, Region 11	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jim Slomka	Vice President, Sales	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Greg Weller	Senior Vice President, Supply Chain	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> (Check one)			
If Yes, Explain:			
List Completed Contracts within the Past Three Years, Including Amount of Each: <i>Too many to list. We complete and are awarded hundreds of municipal contracts a year.</i>			
List of Current Contracts, Including Amount of Each: <i>too many to list.</i>			
Customer Reference (state name, address, and phone number): <i>See attached</i>			
List each subcontractor you plan to use if awarded the contract. If no, so state.			
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
<i>None</i>			
State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):			
DBE STATUS Indicate status claimed:			
1. Minority Owned Business (MBE) YES ___ NO <input checked="" type="checkbox"/>			
African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___			
2. Woman Owned Business (WBE) YES ___ NO <input checked="" type="checkbox"/>			
3. Small Business YES ___ NO <input checked="" type="checkbox"/>			
For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.			
Prepared by (print or type): <b>Keith McGinty</b>		Title: <i>Director</i>	
Signature: <i>[Signature]</i>		Date: <i>03-04-19</i>	



7.0 QUOTATION

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
* 1.	.067 Acelepryn 50% Uflexx SGN 150 Manufacturer: <u>Lesco</u> Container Size: <u>50 lb.</u>	15,000 pounds	\$ <u>0.50 / lb</u>	yes
* 2.	29-4-12 Manufacturer: <u>Lesco 28-5-12</u> Container Size: <u>50 lb.</u>	12,000 pounds	\$ <u>0.357 / lb</u>	NO
* 3.	19-0-19 with Iron (fairway fertilizer) Manufacturer: <u>Lesco 18-0-18 50% polyplus</u> Container Size: <u>50 lb.</u>	10,000 pounds	\$ <u>0.40 / lb</u>	NO
4.	32-0-8 Manufacturer: <u>Lesco 32-0-8</u> Container Size: <u>50 lb.</u>	6,000 pounds	\$ <u>0.33 / lb.</u>	yes
5.	Admiral (pond die) Manufacturer: <u>Becker Underwood</u> Container Size: <u>1 gal</u>	36 gallons	\$ <u>40.34 gal</u>	yes
* 6.	Barricade .28 41-0-0 Manufacturer: <u>Lesco Stonewall 24-0-6</u> Container Size: <u>50 lb.</u>	20,000 pounds	\$ <u>0.39</u>	NO
7.	Bayleton 50 Manufacturer: <u>Bayer</u> Container Size: <u>4x5.5 oz.</u>	320 ounces	\$ <u>6.46</u>	yes
8.	BCMU 18-4-18 (greens grade) Manufacturer: _____ Container Size: _____	4,000 pounds	\$ <u>NO BID</u>	
* 9.	Bensulide Manufacturer: <u>Gardens - Bensumec 41F</u> Container Size: <u>2.5 gal</u>	60 gallons	\$ <u>119.01 / gal</u>	NO
(A) 10.	Daconil Action Manufacturer: <u>Syngenta</u> <u>2.5 gal</u>	30 gallons	\$ <u>81.00 / gal</u>	yes

(A) D. Daconil Zn  
 Syngenta  
 2.5 gal  
 \$ 70.00 / gal yes

(A) - Agency item

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
(A) 12.	Headway Manufacturer: <u>Syngeenta</u> Container Size: <u>10gal</u>	40 gallons	\$ <u>426.00/gal</u>	yes
(A) 13.	Heritage Manufacturer: <u>Syngeenta</u> Container Size: <u>6lb.</u>	60 pounds	\$ <u>323.00</u>	yes
14.	Drive XLR8 Manufacturer: <u>BASF</u> Container Size: <u>64oz.</u>	60 gallons	\$ <u>253.40/2x64oz.</u>	yes
15.	Kickstand Manufacturer: _____ Container Size: _____	2,000 pounds	\$ <b><u>NO BID</u></b>	
16.	Lesco High Manganese Combo Manufacturer: <u>Lesco</u> Container Size: <u>2.5gal</u>	60 gallons	\$ <u>10.71/gal</u>	yes
* 17.	Momentum Manufacturer: <u>Lesco Momentum Fr2</u> Container Size: <u>2.5gal</u>	50 gallons	\$ <u>58.02/gal</u>	yes
18.	PhACID Manufacturer: _____ Container Size: _____	20 gallons	\$ <b><u>NO BID</u></b>	
19.	Revert Manufacturer: _____ Container Size: _____	20 gallons	\$ <b><u>NO BID</u></b>	
20.	Revolver Manufacturer: <u>Baym</u> Container Size: <u>1QT</u>	20 gallons	\$ <u>952.72/4x1QT</u>	yes
21.	Ronstar Manufacturer: <u>Baym</u> Container Size: <u>50lb</u>	200 pounds	\$ <u>2.45/lb.</u>	Vendor backorder for 2019. product shipped to availability
* 22.	Round Up Manufacturer: <u>Lesco-Prosecutor Pro</u> Container Size: <u>2.5gal</u>	40 gallons	\$ <u>15.38/gal</u>	NO

(A) Agency item



NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
23.	Scimitar Manufacturer: <u>Syngenta</u> Container Size: <u>40t</u>	6 gallons	\$ <u>624.12/40t</u>	yes
24.	Sevin SL Manufacturer: <u>Lesco - Sevin SL</u> Container Size: <u>2.5 gal</u>	20 gallons	\$ <u>54.54/gal</u>	yes
* 25.	Signature (fungicide) Manufacturer: <u>Lesco - Prodigy signature</u> Container Size: <u>5.5 lb.</u>	22 pounds	\$ <u>30.54/lb</u>	yes
26.	Speed Zone Manufacturer: <u>PBI Gordons</u> Container Size: <u>2.5 gal</u>	40 gallons	\$ <u>102.80/gal</u>	yes
* 27.	Nucleus 0-0-21 Manufacturer: <u>Lesco Gordon's 0-0-25</u> Container Size: <u>2.5 gal</u>	20 gallons	\$ <u>16.82/gal</u>	NO
(A) 28.	Trimmit Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 gal</u>	5 gallons	\$ <u>425.00/gal</u>	yes
* 29.	Urea Manufacturer: <u>Lesco - 46-0-0 56N240</u> Container Size: <u>50 lb</u>	6,000 pounds	\$ <u>0.26/lb.</u>	NO
(A) 30.	Xzemplar Manufacturer: <u>BASF</u> Container Size: <u>114oz.</u>	<u>114oz.</u> 6 pounds	\$ <u>1716.46/114oz</u>	yes
* 31.	Zylam Manufacturer: <u>Gordons - Zylam 20SG</u> Container Size: <u>2.7 lb.</u>	40 pounds	\$ <u>82.98/lb</u>	yes
32.	Tekken Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 gal</u>	40 Gallons	\$ <u>135.00/gal</u>	yes
***CONTINUED***				

(A) - Agency item

* 33.	FeSo4: 19% Fe & 11% Sulfur Manufacturer: <u>Crown Technology</u> Container Size: <u>50 lb.</u>	2 Tons	\$ <u>492.00/ton</u>	<u>NO</u>
<b>GRAND TOTAL, ITEMS 1-33</b>			\$ <u>6040.99</u>	

Shop Location(s): Please see attached list of local branches.


Days & Hours of Operation: M-F 8am-4pm

Point of Contact Name: Bids Dept.

Point of Contact Phone: (216) 706-9250 ext. 2

Purchase Order Email Address: [bids@SiteOne.com](mailto:bids@SiteOne.com)

**CERTIFICATION:**

SIGNATURE: 	DATE: <u>03-04-19</u>
NAME: <b>Keith McGinty</b> <small>(Print or Type)</small>	PHONE: <u>216-706-9250 ext. 2</u>
TITLE: <u>Director</u> <small>(Print or Type)</small>	MOBILE:
COMPANY NAME: <b>SiteOne Landscape Supply</b> <small>(Print or Type)</small>	FAX: <u>(248) 581-1433</u>
EMAIL ADDRESS: <b><a href="mailto:bids@SiteOne.com">bids@SiteOne.com</a></b> <small>(Print or Type)</small>	



## Find a Branch

Find the SiteOne branch closest to you or all branches within a certain range

OR

64106

Within 100 miles

[All Branches ->](#)

### 7 branches found within 100 miles of 64106

#### 1 Pleasant Valley MO #712

SiteOne Landscape Supply

6609 Royal St Ste 114  
Pleasant Valley, MO 64068-8730  
816-761-2882

Closed: Opens Tomorrow at 7:30 a.m

8.9 miles

[Directions ->](#)

[Make My Branch](#)

#### 2 Kansas City MO #368

SiteOne Landscape Supply

5901 NE 96th St  
Kansas City, MO 64156-1187  
816-407-7888

Closed: Opens Tomorrow at 7:30 a.m

11.7 miles

[Directions ->](#)

[Make My Branch](#)

#### 3 Lees Summit MO #381

SiteOne Landscape Supply

109 NW Victoria Dr  
Lees Summit, MO 64086-4717  
816-525-2521

Closed: Opens Tomorrow at 7:30 a.m.

15.3 miles

[Directions ->](#)

[Make My Branch](#)

#### 4 Grandview MO #780

SiteOne Landscape Supply

13416 S US Highway 71  
Grandview, MO 64030-3104  
816-761-9880

Closed: Opens Tomorrow at 7:30 a.m

15.5 miles

[Directions ->](#)

[Make My Branch](#)

#### 5 Lenexa KS #663

SiteOne Landscape Supply

8306 Hedge Lane Ter  
Lenexa, KS 66227-3543

17.8 miles

913-441-8226

Closed: Opens Tomorrow at 7:30 a.m.

[Directions →](#)  
[Make My Branch](#)

6 **Olathe KS #367**

SiteOne Landscape Supply

12905 W 143rd St  
Olathe, KS 66062-3435  
[913-897-7010](tel:913-897-7010)

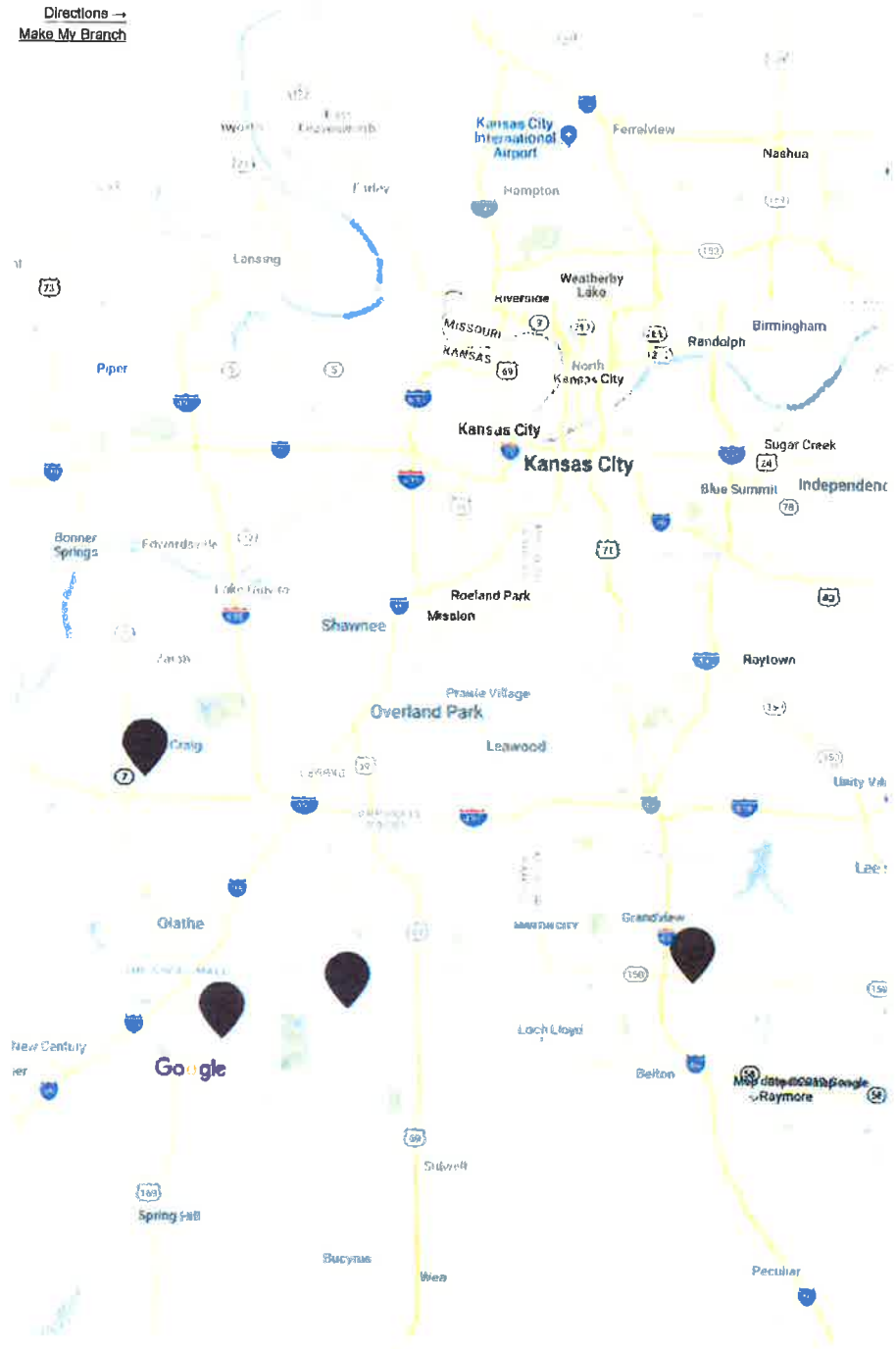
Closed: Opens Tomorrow at 7:30 a.m.

7 **Olathe KS #45**

SiteOne Landscape Supply

15170 S Hamilton St Ste A  
Olathe, KS 66062-3419  
[913-780-3004](tel:913-780-3004)

Closed: Opens Tomorrow at 7:30 a.m.

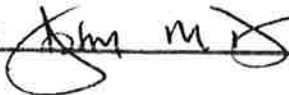




**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**  
 (Complete in full, Use attachments if necessary)

Name of Bidder: <u>SUPREME TUBE PRODUCTS INC.</u>	
Address with Zip Code: <u># 5 CASSENS CT. FENTON MD 63026</u>	
Federal Tax I.D. Number: <u>43-1298580</u>	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP, state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation: <u>1983</u>	Name of State(s) in which incorporated: <u>Missouri</u>
President's Name: <u>JANICE KREHBIEL</u>	Vice-President's Name:
Secretary's Name:	Treasurer's Name:
If PARTNERSHIP:	
Is the Partnership: General <input type="checkbox"/> Limited <input type="checkbox"/> Association <input type="checkbox"/> (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
<b>GENERAL INFORMATION:</b>	
Percent of work to be done under the proposed contract by your own staff: <u>100%</u>	
No. of Permanent Employees: <u>15</u>	Geographical Limits of Operation: <u>MISSOURI, KANSAS, ILLINOIS</u>
No. of years in business: <u>36</u>	
Have you ever done business under a different name: Yes <input type="checkbox"/> <u>No</u> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> <u>No</u> (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> (Check one)			
If Yes, Explain:			
NA			
List Completed Contracts within the Past Three Years, Including Amount of Each:			
NA			
List of Current Contracts, Including Amount of Each:			
NA			
Customer Reference (state name, address, and phone number):			
NA			
List each subcontractor you plan to use if awarded the contract. If no, so state.			
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
NA			
NA			
NA			
State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):			
NA			
DBE STATUS Indicate status claimed:			
1. Minority Owned Business (MBE) YES ___ NO <u>X</u> African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___			
2. Woman Owned Business (WBE) YES ___ NO <u>X</u>			
3. Small Business YES ___ NO <u>X</u>			
For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.			
Prepared by (print or type): <u>JOHN DIXON</u>		Title: <u>AUTHORIZED SALES REP</u>	
Signature: 		Date: <u>2/19/14</u>	

7.0 QUOTATION

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
1.	.067 Acelepryn 50% Uflexx SGN 150 Manufacturer: <u>EL GROW</u> Container Size: <u>50 LBS</u>	15,000 pounds	\$ <u># 38<sup>00</sup></u>	NO 15-0-5, 50% DCE .067% ACELEPRYN MINI
2.	29-4-12 Manufacturer: <u>MERKS</u> Container Size: <u>50 LBS</u>	12,000 pounds	\$ <u># 13<sup>10</sup></u>	NO 30-5-10 ALL MU
3.	19-0-19 with Iron (fairway fertilizer) Manufacturer: <u>MERKS</u> Container Size: <u>50 LBS</u>	10,000 pounds	\$ <u># 13<sup>50</sup></u>	NO 20-0-20, 30% XCU, 2% Fe
4.	32-0-8 Manufacturer: <u>MERKS</u> Container Size: <u>50 LBS</u>	6,000 pounds	\$ <u># 13<sup>00</sup></u>	NO 32-3-8 ALL MIN
5.	Admiral (pond die) Manufacturer: <u>BASF</u> Container Size: <u>GALLON</u>	36 gallons	\$ <u># 38<sup>00</sup></u>	YES
6.	Barricade .28 41-0-0 Manufacturer: <u>ANDERSON'S</u> Container Size: <u>50 LBS</u>	20,000 pounds	\$ <u>14<sup>25</sup></u>	NO 13-0-0, .28% BARRICADE
7.	Bayleton 50 Manufacturer: <u>BAYER</u> Container Size: <u>2.5 GALLONS</u>	320 ounces	\$ <u># 1385<sup>00</sup></u>	YES AGENCY PRICE
8.	BCMU 18-4-18 (greens grade) Manufacturer: <u>EL GROW</u> Container Size: <u>50 LBS</u>	4,000 pounds	\$ <u># 29<sup>50</sup></u>	YES 18-4-18, 33% MU Am Sul, SDF
9.	Bensulide Manufacturer: <u>FBI GORDON</u> Container Size: <u>2.5 GALLONS</u>	60 gallons	\$ <u># 280<sup>00</sup></u>	YES
10.	Daconil Action Manufacturer: <u>SYNDETA</u> Container Size: <u>2.5 GALLONS</u>	30 gallons	\$ <u># 202<sup>50</sup></u>	YES AGENCY PRICE
11.	Daconil Zn Manufacturer: <u>SYNDETA</u> Container Size: <u>2.5 GALLONS</u>	30 gallons	\$ <u># 175<sup>00</sup></u>	YES AGENCY PRICE



NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
12.	Headway Manufacturer: <u>SYNGENTA</u> Container Size: <u>1 GALLON / 10 GALLON</u>	40 gallons	\$ <u>438<sup>00</sup> / GALLON</u> \$ <u>4260<sup>00</sup> / 10 GALLON</u>	YES AGENCY PRICE
13.	Heritage Manufacturer: <u>SYNGENTA</u> Container Size: <u>1 LBS / 6 LBS</u>	60 pounds	\$ <u>323<sup>00</sup> / 1 LBS</u> \$ <u>1938<sup>00</sup> / 6 LBS</u>	YES AGENCY PRICE
14.	Drive XLR8 Manufacturer: <u>BAF</u> Container Size: <u>0.5 GALLON</u>	60 gallons	\$ <u>65<sup>00</sup></u>	YES
15.	Kickstand Manufacturer: _____ Container Size: _____	2,000 pounds	\$ _____	NO BID
16.	Lesco High Manganese Combo Manufacturer: <u>GRUBB BEES</u> Container Size: <u>2.5 GAL</u>	60 gallons	\$ <u>118<sup>75</sup></u>	NO: GRUBB BEES MN COMBO
17.	Momentum Manufacturer: _____ Container Size: _____	50 gallons	\$ _____	NO BID
18.	PhACID Manufacturer: _____ Container Size: _____	20 gallons	\$ _____	NO BID
19.	Revert Manufacturer: _____ Container Size: _____	20 gallons	\$ _____	NO BID
20.	Revolver Manufacturer: <u>BAYER</u> Container Size: <u>87 OZ</u>	20 gallons	\$ <u>588<sup>50</sup></u>	YES AGENCY PRICE
21.	Ronstar Manufacturer: <u>BAYER</u> Container Size: <u>2.5 GALLONS</u>	200 pounds	\$ <u>439<sup>00</sup></u>	NO ONLY AVAILABLE IN LIQUID - AGENCY PRICE
22.	Round Up Manufacturer: <u>MONSANTO</u> Container Size: <u>2.5 GALLONS</u>	40 gallons	\$ <u>33<sup>00</sup></u>	NO RANGER PRO

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
23.	Scimitar Manufacturer: <u>SYNGENTA</u> Container Size: <u>QUART</u>	6 gallons	\$ <u>\$ 140<sup>00</sup></u>	YES
24.	Sevin SL Manufacturer: <u>BAYER</u> Container Size: <u>2.5 GALLONS</u>	20 gallons	\$ <u>\$ 92<sup>00</sup></u>	YES
25.	Signature (fungicide) Manufacturer: <u>BAYER</u> Container Size: <u>44<sup>th</sup> CASE</u>	22 pounds	\$ <u>\$ 1220<sup>00</sup></u>	YES AGENCY PRICE
26.	Speed Zone Manufacturer: <u>FBI GORDON</u> Container Size: <u>2.5 GALLONS</u>	40 gallons	\$ <u>\$ 180<sup>00</sup></u>	YES
27.	Nucleus 0-0-21 Manufacturer: <u>Ri</u> Container Size: _____	20 gallons	\$ _____	NO BID
28.	Trimmit Manufacturer: <u>SYNGENTA</u> Container Size: <u>2.5 GALLONS</u>	5 gallons	\$ <u>\$ 1062<sup>50</sup></u>	YES AGENCY PRICE
29.	Urea Manufacturer: <u>MERCK</u> Container Size: <u>50 LBS</u>	6,000 pounds	\$ <u>\$ 13<sup>00</sup></u>	YES
30.	Xzemplar Manufacturer: <u>BASF</u> Container Size: <u>114 OZ</u>	6 pounds	\$ <u>\$ 1845<sup>66</sup> (AFTER APRIL 30)</u> <u>\$ 1716<sup>46</sup> (6000 UNTIL APRIL 30)</u>	YES- AGENCY PRICE
31.	Zylam Manufacturer: <u>FBI GORDON</u> Container Size: <u>QUART</u>	40 pounds	\$ <u>\$ 116<sup>00</sup></u>	NO ONLY AVAILABLE IN LIQUID
32.	Tekken Manufacturer: <u>FBI GORDON</u> Container Size: <u>2.5 GALLONS</u>	40 Gallons	\$ <u>\$ 337<sup>50</sup></u>	YES AGENCY PRICE
	***CONTINUED***			

33.	FeSo4: 19% Fe & 11% Sulfur Manufacturer: _____ Container Size: _____	2 Tons	\$ _____	No Bid
<b>GRAND TOTAL, ITEMS 1-33</b>			\$ <b>9084<sup>56</sup></b>	

Shop Location(s): 19925 W. 161<sup>ST</sup> St. SUITE E Olathe KS 66062

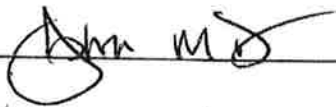
Days & Hours of Operation: Monday - Friday 8:00 - 4:00

Point of Contact Name: John Dixon

Point of Contact Phone: 816 210-0071

Purchase Order Email Address: supremeturfkc@sbcglobal.net

**CERTIFICATION:**

SIGNATURE: 	DATE: <u>2/19/19</u>
NAME: <u>JOHN M. DIXON</u> (Print or Type)	PHONE: <u>913 829-3611</u>
TITLE: <u>SALES REP</u> (Print or Type)	MOBILE: <u>816 210-0071</u>
COMPANY NAME: <u>SUPREME TURF PRODUCTS INC.</u> (Print or Type)	FAX: <u>913 829-3611</u>
EMAIL ADDRESS: <u>supremeturfkc@sbcglobal.net</u> (Print or Type)	



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

**A RESOLUTION** authorizing the County Executive to execute a month-to-month lease with Truman Medical Center, for the furnishing of office space for use by the Medical Examiner's Office, at an annual cost to the County of \$1.00.

**RESOLUTION NO. 20142**, April 15, 2019

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Medical Examiner's Office desires to enter into a month-to-month lease with Truman Medical Center (TMC) for the Medical Examiner's facility on TMC's Hospital Hill campus, at a cost of \$1.00 per year; and,

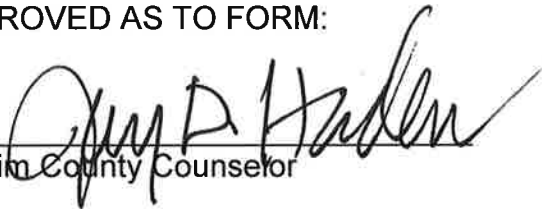
WHEREAS, this lease agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached lease agreement; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments on the lease to the extent that sufficient appropriations 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:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20142 of April 15, 2019, was duly passed on \_\_\_\_\_, 2019 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: 002 2001 56790

ACCOUNT TITLE: Health Fund  
Medical Examiner  
Other Contractual Services

NOT TO EXCEED: \$1.00

4/10/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## LEASE

This Agreement is made as of \_\_\_\_\_, 2019, between **Truman Medical Center, Incorporated**, a Missouri nonprofit corporation (the "Hospital") and **Jackson County, Missouri, a body corporate and politic of the State of Missouri** ("Lessee").

1. **Leasehold.** Hospital hereby leases to Lessee, and Lessee hereby leases from Hospital, the property located at 950 East 21st Street, Kansas City, Missouri, the current location of the County Medical Examiner (the "Premises").
2. **Term.** The Premises shall be leased from month to month beginning \_\_\_\_\_, 2019. Notwithstanding anything else in this Agreement to the contrary, either party may terminate this Agreement at any time by providing thirty (30) days advance written notice to the other party of its intent to terminate the Agreement and setting forth the date of termination.
3. **Option to Purchase.** At any time during the term of this Lease, Lessee shall have the option to purchase the Premises for the payment of the sum of \$1.00. In the event of a purchase of the Premises pursuant to this paragraph, Hospital's obligations hereunder shall cease upon the closing of the purchase transaction. Further, Lessee's exercise of its option to purchase under this paragraph shall invalidate any pending lease termination notice issued by Hospital under paragraph 2 above.
4. **Grounds and Systems Maintenance.** As is provided in the current Agreement between the parties relating to the Medical Examiner's office, Hospital shall be responsible for maintenance of the exterior grounds of the Premises, to include, lawn mowing and watering, landscaping, tree trimming, snow removal, sidewalk and driveway repair, and the like. Hospital shall also be responsible for the maintenance and minor repair of the mechanical systems, to include plumbing and HVAC, within the Premises. Further, the Hospital shall continue to be responsible for the following services on the Premises:
  - a. Hazardous waste disposal (including formalin disposal);
  - b. Surgical towel laundering;
  - c. Electricity bills; and
  - d. Fire alarm monitoring.
5. **Rent.** Rent shall be \$1 annually, payable on July 1.
6. **Insurance.** Hospital agrees to maintain at Hospital's expense comprehensive general liability and property/casualty insurance, comparable to that provided for all premises owned by the Hospital at the Hospital Hill location.

7. Notice. Any notices required to be given hereunder shall be given by certified U.S. mail, return receipt requested. If notice is given to the Lessee, it shall be addressed to:

County Executive  
Jackson County Court House  
415 E. 12<sup>th</sup> St, 2<sup>nd</sup> Floor  
Kansas City, MO 64106

If notice is given to the Hospital, it shall be addressed to:

William Colby, General Counsel  
Truman Medical Center  
2301 Holmes  
Kansas City, mo 64108

8. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or of any association between Hospital and Lessee and no provision contained in this Agreement or any actions of the parties hereto shall be deemed to create any relationship between Hospital and Lessee other than the relationship of landlord and tenant.

9. Governing Law. This Agreement shall be governed, construed, and interpreted according to the laws of the State of Missouri.



IN WITNESS WHEREOF, Hospital and Lessee have caused this Agreement to be duly executed in multiple counterparts, each of which shall be deemed an original, on the day and year first written above.

**TRUMAN MEDICAL CENTER, INC.**

**JACKSON COUNTY, MISSOURI**

  
Charlie Shields  
President/Chief Executive Officer

\_\_\_\_\_  
Frank White, Jr.  
County Executive

APPROVED AS TO FORM:

ATTEST

\_\_\_\_\_  
County Counselor

\_\_\_\_\_  
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 \_\_\_\_\_ which is hereby authorized. Funds for future years are subject to appropriation in the County's then current annual budget.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. \_\_\_\_\_

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20142

Sponsor(s): Charlie Franklin

Date: April 15, 2019

<p>SUBJECT</p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a month to month lease between Truman Medical Center, Inc. and Jackson County for the leasing of 950 East 21<sup>st</sup> Street Kansas City Missouri, the current location of the County Medical Examiner</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>\$1</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>\$1</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: 002-2001-56790 Other Contractual Services.</td> <td>FROM ACCT \$1.00</td> </tr> <tr> <td>To: Truman Medical Center, Inc.</td> <td>TO ACCT \$1.00</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):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$1	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$1	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number: From: 002-2001-56790 Other Contractual Services.	FROM ACCT \$1.00	To: Truman Medical Center, Inc.	TO ACCT \$1.00
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To: Truman Medical Center, Inc.	TO ACCT \$1.00												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Ashley Burke, Executive Assistant, 816-881-3449</p>												
<p>REQUEST SUMMARY</p>	<p>Authorizing the month by month lease of 950 East 21<sup>st</sup> Street, Kansas City Mo. the current Medical Examiner's office, from Truman Medical Center to Jackson County at the cost of \$1.00 annually, payable on July 1.</p>												
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
<p>ATTACHMENTS</p>	<p>Lease agreement between Truman Medical Center, Inc. and Jackson County</p>												

REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date: 4/5/19
	Division Manager: <i>[Signature]</i>	Date: 4-5-19
	County Counselor's Office: <i>[Signature]</i>	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# \_\_\_\_\_

Date: April 5, 2019

RES # 20142

Department / Division                      Character/Description                      Not to Exceed

**002    Health Fund**

2001    Medical Examiner                      56790    Other Contractual Services                      \$                      1

\$                      1

  
\_\_\_\_\_  
Budget Officer

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** awarding a twelve-month term and supply contract with two twelve-month options to extend for the furnishing of LEWeb law enforcement computer information services for use by various County departments to the Regional Justice Information Service (REJIS) Commission of St. Louis, MO, as an acquisition from another governmental entity.

**RESOLUTION NO. 20143**, April 15, 2019

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, the Sheriff's and Prosecuting Attorney's Offices, the Department of Corrections, and the Drug Task Force have a need for law enforcement computer information services to check background information and obtain criminal histories; and,

WHEREAS, these services were previously supplied by the Alert II System, which has been phased out and replaced by services supplied by the Regional Justice Information Service (REJIS) Commission of St. Louis, MO, a quasi-governmental entity formed to provide these services to public sector agencies; and,

WHEREAS, pursuant to section 1030.2, Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with two twelve month options to extend to REJIS Commission of St. Louis, MO, for the furnishing of LEWeb law enforcement computer information services for the upcoming twelve-month period, pursuant to the determination that the services can be obtained from another governmental entity at a price below that quoted by a private

vendor; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any amount, with the availability of funds for specific purchases remaining subject to annual appropriation; 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 is hereby authorized to execute a User Agreement with the REJIS Commission of St. Louis, MO, and any other documents necessary to give effect to the intent of this Resolution, in a form to be approved by the County Counselor; 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 agencies 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

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20143 of April 15, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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.

4/10/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20143

Sponsor(s): Jeanie Lauer



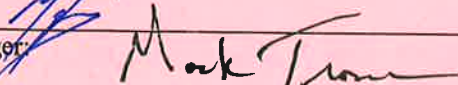
Date: April 15, 2019

EXECUTIVE OFFICE

APR 03 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract, with Two Twelve Month Extensions for the furnishing of LEWeb Subscription Services and other associated services for use by the Sheriff's Office, Department of Corrections, Prosecuting Attorney's Office, Municipal Courts, Drug Task Force and the Family Support Divisions from the Rejis Commission of St. Louis, Missouri as an Acquisition From Other Government.</u></p>																										
<p><b>BUDGET INFORMATION</b>  <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></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></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> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: _____</p> <table border="1"> <thead> <tr> <th>Department</th> <th>Estimated Annual Use</th> </tr> </thead> <tbody> <tr> <td>Sheriff's Office</td> <td>\$25,075.72</td> </tr> <tr> <td>Department of Corrections</td> <td>\$ 7,658.04</td> </tr> <tr> <td>Prosecuting Attorney</td> <td>\$ 3,933.96</td> </tr> <tr> <td>Municipal Court</td> <td>\$ 3,708.00</td> </tr> <tr> <td>Drug Task Force</td> <td>\$ 2,110.80</td> </tr> <tr> <td>Family Support</td> <td>\$ 1,864.68</td> </tr> <tr> <td>Total</td> <td>\$44,351.20</td> </tr> </tbody> </table> <p>Prior Year Budget (if applicable): _____          Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Department	Estimated Annual Use	Sheriff's Office	\$25,075.72	Department of Corrections	\$ 7,658.04	Prosecuting Attorney	\$ 3,933.96	Municipal Court	\$ 3,708.00	Drug Task Force	\$ 2,110.80	Family Support	\$ 1,864.68	Total	\$44,351.20
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Total	\$44,351.20																										
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): _____          Prior resolutions and (date): 19754, March 5, 2018</p>																										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																										
<p><b>REQUEST SUMMARY</b></p>	<p>Jackson County, Missouri has annually entered into a Subscription Agreement with Rejis (Regional Justice Information Service) Commission for LEWeb Subscription Services and other associated services to check background history, obtain criminal history and share information with other law enforcement agencies in the State of Missouri.</p> <p>Pursuant to Section 1030.2 of the Jackson County Code, the Purchasing Department recommends the award of a Twelve Month Term and Supply Contract, with Two Twelve Month Extensions, for LEWeb Subscription Services and other associated services for the Sheriff's Office, the Department of Corrections, the Prosecuting Attorney's Office, Municipal Courts, Drug Task Force and the Family Support Division to Rejis Commission of St. Louis, Missouri as an Acquisition From Other Government.</p> <p>This Award is made on an "as needed" basis and does not obligate Jackson County, Missouri to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>																										



CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals      Not Applicable <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Quote from Rejis Commission and Memorandums from using departments	
REVIEW	Department Director: 	Date: 4-2-2019
	Finance (Budget Approval): <i>If applicable</i> 	Date: 4/3/17
	Division Manager: 	Date: 4/3/11
	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.

## Jackson County Agencies

Billing as of 3/1/19

Customer #	Customer Name	Description	Monthly	Total Annual Billed
00030940	Jackson County Circuit Court	LEWeb Subscription Service	\$ 41.34	\$ 496.08
	Jackson County Family Court	LEWeb Subscription Service	86.23	1,034.76
		MSPH MULES Connection Fee	55.00	660.00
	<b>Total:</b>			<b>\$ 2,190.84</b>
00031014	Jackson County Dept.of Corrections	LEWeb Subscription Service	583.17	\$ 6,998.04
		MSPH MULES Connection Fee	55.00	660.00
	<b>Total:</b>			<b>\$ 7,658.04</b>
00030989	Jack County Drug Task Force	LEWeb Subscription Service	93.90	\$ 1,126.80
		MSPH MULES Connection Fee	55.00	660.00
		Client Based VPN Connection Maint.-Annual Charge		324.00
	<b>Total:</b>			<b>\$ 2,110.80</b>
00031173	Jackson County Municipal Court	Mobile Ticketing Exported to INCODE (Estimate)	300.00	\$ 3,600.00
		Client Based VPN Connection Maint.-Annual Charge		108.00
	<b>Total:</b>			<b>\$ 3,708.00</b>
00030999	Jackson County Prosecuting Attorney	LEWeb Subscription Service-Billed Annually	100.39	\$ 1,204.68
		MSPH MULES Connection Fee-Billed Annually	55.00	660.00
	<b>Total:</b>			<b>\$ 1,864.68</b>
00031015	Jackson County Prosecutor Office	LEWeb Subscription Service	272.83	\$ 3,273.96
		MSPH MULES Connection Fee	55.00	660.00
	<b>Total:</b>			<b>\$ 3,933.96</b>
00031013	Jackson County Sheriff's Department	LEWeb Subscription Service	1,378.31	\$ 16,539.72

	Entrust Two Factor Authentication -100 Users	100.00	1,200.00
	Netmotion Connection for Client Billed Wireless (66)	528.00	6,336.00
	McAfee AV Annual Support (20)		1,000.00
	<b>Total:</b>	<b>\$</b>	<b>25,075.72</b>

**Barbara J. Casamento**

---

**From:** Devyn J. Horsley  
**Sent:** Monday, March 11, 2019 8:50 AM  
**To:** Barbara J. Casamento  
**Subject:** RE: LeWeb Subscription and Other Services

The Sheriff's Office would like to continue services and the amount is correct.

Thank you,

*Devyn Horsley*  
HR/Purchasing/Payroll

Jackson County Sheriff's Office  
4001 NE Lakewood Ct  
Lee's Summit, MO 64064  
(816) 541-8017 x. 72259

---

**From:** Barbara J. Casamento  
**Sent:** Monday, March 11, 2019 8:44 AM  
**To:** Cari Beeman <cbeeman@jcdtf.com>; 'Danny Cummings' <dcummings@jcdtf.com>; Betsy Meek <BMeek@jacksongov.org>; Gina Robinson <GRobinson@jacksongov.org>; Devyn J. Horsley <DJHorsley@jacksongov.org>; Darryl L. Forté <DLForte@jacksongov.org>; Marvin J. Walker <MWalker@jacksongov.org>; Laura J. Scott <LJScott@jacksongov.org>; Brian M. Test <BTest@jacksongov.org>  
**Subject:** LeWeb Subscription and Other Services

Good Morning:

I have heard back from the LeWeb Subscription Representatives and these are the totals I have been given for the next year:

Department of Corrections	\$ 7658.04
Drug Task Force	\$ 2110.80
Municipal Court	\$ 3708.00
Prosecuting Attorney's Office	\$ 3933.96
Family Support	\$ 1864.68
Sheriff's Office	\$25075.72

If you want to continue your subscriptions and the amounts look right; please send me an email back and I will get Legislative Approval.

Let me know if you have any questions.

BJC

**Barbara J. Casamento**

---

**From:** Laura J. Scott  
**Sent:** Monday, March 11, 2019 9:01 AM  
**To:** Barbara J. Casamento  
**Cc:** Deloris M. Wells; Marvin J. Walker; Diana L. Turner  
**Subject:** Re: LeWeb Subscription and Other Services

Barbara,  
The Department of Corrections will continue to maintain this subscription. The subscription price appears to be fair and reasonable. Running criminal history reports is a vital function of the Department.  
Thank You,  
Laura Scott

---

**From:** Barbara J. Casamento  
**Sent:** Monday, March 11, 2019 8:44 AM  
**To:** Cari Beeman; 'Danny Cummings'; Betsy Meek; Gina Robinson; Devyn J. Horsley; Darryl L. Forté; Marvin J. Walker; Laura J. Scott; Brian M. Test  
**Subject:** LeWeb Subscription and Other Services

Good Morning:

I have heard back from the LeWeb Subscription Representatives and these are the totals I have been given for the next year:

Department of Corrections	\$ 7658.04
Drug Task Force	\$ 2110.80
Municipal Court	\$ 3708.00
Prosecuting Attorney's Office	\$ 3933.96
Family Support	\$ 1864.68
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If you want to continue your subscriptions and the amounts look right; please send me an email back and I will get Legislative Approval.

Let me know if you have any questions.

BJC

**Barbara J. Casamento**

---

**From:** Gina Robinson  
**Sent:** Monday, March 11, 2019 1:31 PM  
**To:** Barbara J. Casamento  
**Cc:** Tina M. Wise  
**Subject:** Re: LeWeb Subscription and Other Services

The Prosecutor's Office would like to proceed and okay with the amount listed below.

Thanks!

GR

Sent from my iPhone

On Mar 11, 2019, at 8:44 AM, Barbara J. Casamento <[BCasamento@jacksongov.org](mailto:BCasamento@jacksongov.org)> wrote:

Good Morning:

I have heard back from the LeWeb Subscription Representatives and these are the totals I have been given for the next year:

Department of Corrections	\$ 7658.04
Drug Task Force	\$ 2110.80
Municipal Court	\$ 3708.00
Prosecuting Attorney's Office	\$ 3933.96
Family Support	\$ 1864.68
Sheriff's Office	\$25075.72

If you want to continue your subscriptions and the amounts look right; please send me an email back and I will get Legislative Approval.

Let me know if you have any questions.

BJC

## Barbara J. Casamento

---

**From:** Brian M. Test  
**Sent:** Tuesday, March 12, 2019 11:48 AM  
**To:** Barbara J. Casamento  
**Subject:** RE: LeWeb Subscription and Other Services

Barbara,

That amount is correct for Family Support \$1,864.68

Thank you,  
Brian Test

---

**From:** Barbara J. Casamento  
**Sent:** Monday, March 11, 2019 8:44 AM  
**To:** Cari Beeman <cbeeman@jcdtf.com>; 'Danny Cummings' <dcummings@jcdtf.com>; Betsy Meek <BMeek@jacksongov.org>; Gina Robinson <GRobinson@jacksongov.org>; Devyn J. Horsley <DJHorsley@jacksongov.org>; Darryl L. Forté <DLForte@jacksongov.org>; Marvin J. Walker <MWalker@jacksongov.org>; Laura J. Scott <LjScott@jacksongov.org>; Brian M. Test <BTest@jacksongov.org>  
**Subject:** LeWeb Subscription and Other Services

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Drug Task Force	\$ 2110.80
Municipal Court	\$ 3708.00
Prosecuting Attorney's Office	\$ 3933.96
Family Support	\$ 1864.68
Sheriff's Office	\$25075.72

If you want to continue your subscriptions and the amounts look right; please send me an email back and I will get Legislative Approval.

Let me know if you have any questions.

BJC

## Barbara J. Casamento

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**From:** Cari Beeman <cbeeman@jcdtf.com>  
**Sent:** Thursday, March 14, 2019 8:54 AM  
**To:** Barbara J. Casamento  
**Cc:** 'Cari Beeman'; OIC Danny Cummings  
**Subject:** RE: LeWeb Subscription and Other Services

Barb,

Sorry for the delay. I've been out sick for 3 days.

Yes we want to continue our subscription and the amount looks right.

Thanks  
Cari

---

**From:** Barbara J. Casamento [mailto:BCasamento@jacksongov.org]  
**Sent:** Monday, March 11, 2019 8:44 AM  
**To:** Cari Beeman <cbeeman@jcdtf.com>; 'Danny Cummings' <dcummings@jcdtf.com>; Betsy Meek <BMeek@jacksongov.org>; Gina Robinson <GRobinson@jacksongov.org>; Devyn J. Horsley <DJHorsley@jacksongov.org>; Darryl L. Forté <DLForte@jacksongov.org>; Marvin J. Walker <MWalker@jacksongov.org>; Laura J. Scott <LJScott@jacksongov.org>; Brian M. Test <BTest@jacksongov.org>  
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Family Support	\$ 1864.68
Sheriff's Office	\$25075.72

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Let me know if you have any questions.

BJC



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

**A RESOLUTION** transferring \$40,000.00 within the 2019 Anti-Drug Sales Tax Fund to cover the reclassification of a full-time assistant prosecutor attorney position to part-time within the Prosecuting Attorney's Office.

**RESOLUTION NO. 20144**, April 15, 2019

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, a transfer within the 2019 Anti-Drug Sales Tax Fund is necessary to provide for the reclassification of a full-time position assistant prosecutor attorney within the Prosecuting Attorney's Office to part-time, as recommended by the Prosecutor; and,

WHEREAS, the County Executive has recommended said transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund Anti-Violence 008-4102	55010- Regular Salaries	\$40,000	
008-4102	55025- Part-Time Salaries		\$40,000

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

APPROVED AS TO FORM:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution. 20144 of April 15, 2019, was duly passed on \_\_\_\_\_, 2019 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: 008 4102 55010  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Regular Salaries  
NOT TO EXCEED: \$40,000.00

4/10/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION**

**EXECUTIVE OFFICE**

**APR 10 2019**


Completed by County Counselor's Office:

Res/Ord No.: 20144

Sponsor(s): Dan Tarwater III

Date: April 15, 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution transferring \$40,000 within the 2019 Anti-Drug Sales Tax fund to cover a permanent part-time position in the Prosecuting Attorney's Office.</u></p>															
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="324 535 1209 1018"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$40,000</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>\$40,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$40,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td><b>FROM</b> Anti- Drug Sales Tax Fund 008-4102-55010 Regular Salary</td> <td><b>FROM ACCT</b> \$40,000.00</td> </tr> <tr> <td><b>TO</b> Anti- Drug Sales Tax Fund 008-4102-55025 Part-time Salary</td> <td><b>TO ACCT</b> \$40,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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):                  Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$40,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$40,000	Amount budgeted for this item * (including transfers):	\$40,000	Source of funding (name of fund) and account code number;		<b>FROM</b> Anti- Drug Sales Tax Fund 008-4102-55010 Regular Salary	<b>FROM ACCT</b> \$40,000.00	<b>TO</b> Anti- Drug Sales Tax Fund 008-4102-55025 Part-time Salary	<b>TO ACCT</b> \$40,000.00
Amount authorized by this legislation this fiscal year:	\$40,000															
Amount previously authorized this fiscal year:	\$															
Total amount authorized after this legislative action:	\$40,000															
Amount budgeted for this item * (including transfers):	\$40,000															
Source of funding (name of fund) and account code number;																
<b>FROM</b> Anti- Drug Sales Tax Fund 008-4102-55010 Regular Salary	<b>FROM ACCT</b> \$40,000.00															
<b>TO</b> Anti- Drug Sales Tax Fund 008-4102-55025 Part-time Salary	<b>TO ACCT</b> \$40,000.00															
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):                  Prior resolutions and (date):</p>															
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): <b>Gina Robinson, Chief of Operations, 881-3369</b></p>															
<p><b>REQUEST SUMMARY</b></p>	<p>This resolution is to transferring funds from regular salaries into part-time salaries per reorganization and reclassification of position under the SMART Prosecution pilot initiative.</p>															
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>															
<p><b>ATTACHMENTS</b></p>																
<p><b>REVIEW</b></p>	<p>Department Director: <i>Juan Peters Baker</i></p>	<p>Date: <i>4/9/19</i></p>														
	<p>Finance (Budget Approval):  <i>[Signature]</i>                  If applicable</p>	<p>Date: <i>4/10/19</i></p>														

Division Manager: 	Date: 4.16.19
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:
008-4102		\$40,000.00

- 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.





**FRANK WHITE, JR.**  
Jackson County Executive

**EXECUTIVE ORDER NO. 19-15**

**TO: MEMBERS OF THE LEGISLATURE  
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.  
JACKSON COUNTY EXECUTIVE**

**DATE: APRIL 9, 2019**

**RE: INTERIM JACKSON COUNTY MUNICIPAL COURT JUDGE  
APPOINTMENT**

RECEIVED

APR 09 2019

MARY JO SPINO  
COUNTY CLERK

*MJK*  
*3:50 PM*

Pursuant to article VII, section 7 of the 2010 Jackson County Charter and section 1803.2 of the Jackson County Code, I hereby appoint the Honorable Judge Twila K. Rigby as Interim Jackson County Municipal Court Judge to hear and dispose of all cases set on the April 12, 2019 dockets.

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Frank White, Jr., County Executive

Date: 4/9/19





**FRANK WHITE, JR.**  
Jackson County Executive

**EXECUTIVE ORDER NO. 19-16**

**TO: MEMBERS OF THE LEGISLATURE  
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.  
JACKSON COUNTY EXECUTIVE**

**DATE: April 9, 2019**

**RE: APPOINTMENT TO THE COMBAT COMMISSION**

RECEIVED

APR 09 2019

MARY JO SPINO  
COUNTY CLERK

JHWK  
3:50 pm

I hereby make the following appointment to the Jackson County Combat Commission:

**John B. Boyd** is appointed as an At-Large Legal Professional member to fill the unexpired term occasioned by the resignation of **James A. Witteman, Jr.**, for a term to expire December 31, 2019. A copy of Mr. Boyd's resume is attached.

  
\_\_\_\_\_  
Frank White, Jr., County Executive

Date: 4/9/19



# CURRICULUM VITAE

JOHN B. BOYD

[jboyd@bktplaw.com](mailto:jboyd@bktplaw.com)

## Personal

Married to Linda Boyd 1968. Three Children. Four Grandchildren.

Residence: 504 NE Promised View Drive, Lee's Summit, MO 64064

## Current Employment (1983 to present)

Shareholder, Trial Attorney  
BOYD, KENTER, THOMAS & PARRISH, L.L.C.  
(Name change from BOYD & KENTER, P.C. 01/01/2013)

Suite 200, 221 W. Lexington Independence, Missouri 64050 Phone: 816.471.4511 FAX: 816.471.8450	512 South Ohio Sedalia, Missouri 65301 660.829.1118 660.829.1119	Suite 204, 100 Park Street Olathe, Kansas 66061 913.281.2375 913.782.0852
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## Former Employment

Acting Director, Labor & Industrial Relations Commission,  
State of Missouri, appointed by Governor Robert Holden,  
(temporary appointment–August, 2004).

Administrative Law Judge (January 1977 through October 31, 1983)  
Missouri Division of Workers' Compensation  
Kansas City Office

Claims Manager and Attorney – (1972-1977)  
United States Fidelity & Guaranty Company

## Formal Education

Juris Doctorate, December 1974,  
University of Missouri, School of Law  
Kansas City, Missouri



Bachelor of Science in Business Administration, 1971  
Central Missouri State University (Now, University of Central Missouri)  
Warrensburg, Missouri

### Licensure

Missouri - May, 1975 admitted to practice before all State and Federal Courts within Missouri, as well as the 8th Circuit Court of Appeals

Kansas - 2006

### Professional Memberships

Member, National Academy of Social Insurance, 2007 - present

[www.nasi.org](http://www.nasi.org)

*(NASI is a nonprofit, nonpartisan organization whose mission is to promote understanding and informed policy-making on social insurance and related programs through research, public education, training, and the open exchange of ideas. It attempts to improve the debate by giving visibility to the latest research and areas of expert agreement on which informed policy can be based on topics such as Social Security, Medicare, workers' compensation, unemployment insurance, and related programs.)*

Fellow, College of Workers' Compensation Lawyers, 2007

[www.collegeofworkerscompensationlawyers.org/](http://www.collegeofworkerscompensationlawyers.org/)

*(The College was established to honor those attorneys who have distinguished themselves in their practice in the field of workers' compensation. Membership is based upon nomination for the outstanding traits they have developed in their practice of twenty years or longer. To become inducted as a Fellow, he or she must have convinced his or her peers, the bar, bench and public that they possess the highest professional qualifications and ethical standards, character, integrity, professional expertise and leadership.)*

Executive Board, College of Workers' Compensation Lawyers, 2009-2012

AFL-CIO Lawyers Coordinating Committee, 2006 - present

National Football League Players Association, Panel of Workers' Compensation Attorneys, 2008 - present

Kansas Bar Association

Missouri Bar Association

Kansas Associates for Justice

*(Formerly Kansas Trial Lawyers Association)*

Missouri Association of Trial Attorneys

1984 - present

Governor, Board of Governors, 1984 to 1991, 1998 to 2001

Member, Executive Committee, 1988 to 1991

Vice-President, 1990-1991

American Associates for Justice *(formerly Association of Trial Lawyers of America)*

Sustaining Member, 1990 to present

Workers' Compensation and Employment Litigation Committee;  
Association of Trial Lawyers of America

Vice Chairman 1992-1993

Chairman 1993-1994

Workers Injury Law & Advocacy Group, (formerly Workplace Injury Litigation Group, Inc.).

Founding Member and Governor,

Board of Governors—1995 to present.

Editor, *Workplace Injury Litigator*, 1995-1999

Executive Committee, 2000 - 2005.

Treasurer, July 2001-2002

President-Elect: 2002-2003

President, July 2003-2004

Missouri Bar Association Workers' Compensation Committee

Vice-Chairman, 1988-1990

International Association of Industrial Accident Boards and Commissions, Regional and National Delegate 1977-1983

Kansas City Metropolitan Bar Association,

Sustaining Member, 2003 to present

Workers' Compensation Committee, 1980 to present.

Vice-Chairman, 1984-1985; 1999-2000;

Chairman, 1985-1986 & 1993-1994

**Honors:\***

\*Rated "AV" by Martindale-Hubbell  
\*Top 2 Lawyers to Call If Hurt At Work – Missouri Lawyers' Weekly–2008  
Top 100 Attorneys in Missouri and Kansas–2007-present  
Missouri and Kansas Super Lawyers – 2005-present  
President's Award, MATA, June 2006  
Lifetime Achievement Award - WILG, October 2010.  
Mentor of Year Award 2015 - Missouri Lawyers Weekly

*\*(All Peer Reviewed, as Voted by Attorneys and Judges)*

**Published Writings**

Furnished upon Request

**Non-Legal Memberships, Activities and Affiliations:**

Kids' Chance of Missouri – Member and contributor.

Jobs With Justice (Missouri and Kansas City Chapters)

Boy Scouts of America – Formerly Assistant Scoutmaster and Committee Chariman of Troop 603 and Troop 332, Blue Springs, Missouri, combined service fourteen years. Honorary Warrior, Tribe of Mic-O-Say

Marine Corps Scholarship Foundation – Co-sponsor of annual golf tournament - 2009 - present. Proceeds provide college scholarships to children of United States Marines and Navy medics who are killed in action.