



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE
415 East 12th Street
Kansas City, MO 64106

201 West Lexington, 2nd Floor
Independence, MO 64050

December 01, 2023 – December 7, 2023 Revised

12-01-2023 Friday

NO MEETINGS –

12-04-2023 Monday

NO DIVERSITY, EQUITY, & INCLUSION, EMERGING ISSUES, HEALTH & ENVIRONMENT, HOUSING & HOMELESSNESS, INTER-GOVERNMENTAL AFFAIRS, RULES, STADIUM IMPROVEMENTS, VETERANS, OR 911 OVERSIGHT COMMITTEE MEETINGS

1:00 P.M.

Budget Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

1:10 P.M.

Anti-Crime Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

Anti-Crime Committee will have a public hearing on Ordinance #5810.

1:30 P.M.

Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

1:50 P.M.

Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

2:00 P.M.

Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

- 12-04-2023 Monday 2:15 P.M. Public Works Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 3:00 P.M. LEGISLATIVE MEETING –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 12-05-2023 Tuesday NO MEETINGS –
- 12-06-2023 Wednesday NO ANTI-CRIME, BUDGET, DIVERSITY, EQUITY, &
INCLUSION, EMERGING ISSUES, HEALTH &
ENVIRONMENT, HOUSING & HOMELESSNESS, INTER-
GOVERNMENTAL AFFAIRS, PUBLIC WORKS, RULES,
STADIUM IMPROVEMENTS, OR VETERANS
COMMITTEE MEETINGS
- 12:45 P.M. Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- The Justice & Law Enforcement Committee will have a public
hearing on Ordinance #5820.
- 1:00 P.M. Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- Land Use Committee will have a public hearing on Ordinances
#5816, #5817, and #5818.
- 1:45 P.M. Finance and Audit Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 2:05 P.M. 911 Oversight Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 3:00 P.M. LEGISLATIVE MEETING –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

The Jackson County Legislature will have a public hearing on Wednesday, December 6, 2023 at 3:00 P.M. at the Jackson County Courthouse located at 415, East 12th Street, Kansas City, Missouri, 2nd floor, in the Kansas City Legislative Assembly Area, regarding the following ordinances:
Ordinance No. #5814 setting the 2024 Jackson County, Missouri tentative tax levy.
Ordinance No. #5815 to adopt the annual budget and set forth appropriations for the various spending agencies and the principal subdivisions thereof, for the fiscal year ending December 31, 2024.

Closed Meeting per Resolution #21500
The Closed Meeting will be held in the Court En Banc Room Jackson County Courthouse, 415 East 12th Street, 9th Floor

12-07-2023 Thursday	3:00 P.M.	Worker’s Compensation Quarterly Meeting – Hila “Dutch” Newman Legislative Conference Room 415 East 12th Street, 2nd Floor, Kansas City, MO
	7:00 P.M.	Jackson County Democratic Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area

Persons with disabilities wishing to participate in the above meetings and who require reasonable accommodation may call the County Clerk’s Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hours’ notice is required. To put information on the Activity Calendar, please contact the County Clerk’s Office by NOON Wednesday of each week.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$6,350.00 from the undesignated fund balance of the 2023 Grant Fund and authorizing the Director of Parks + Rec to execute a Cost Share Agreement with the Missouri Department of Conservation for land management and invasive species removal services on County parkland.

ORDINANCE NO. 5821, December 6, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Parks + Rec Department applied for a grant under the Missouri Department of Conservation's Community Conservation Cost Share Program and received a notice of award in the amount of \$6,350.00; and,

WHEREAS, the grant funds will be used to remove invasive plant species through methods approved by the Missouri Department of Conservation at Eddy Ballentine Trail to preserve the Blue River Glade and restore the Blue River Corridor; and,

WHEREAS, this grant funding is available within the Parks + Rec Department 2023 budget; and,

WHEREAS, the attached Cost Share Agreement provides a suitable mechanism by which to implement the County's participation in the plan; and,

WHEREAS, an outside vendor will be utilized to complete the work in connection with this grant; and,

WHEREAS, an appropriation is necessary to place the grant funds needed for this program in the proper spending account; now therefore,

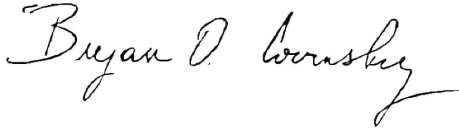
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Controlled Burn MDC 010-1665	45626 – Increase Revenues	\$6,350	
Non-Specific Department 010-9999	32810 – Undesignated Fund Balance		\$6,350
Non-Specific Department 010-9999	32810 – Undesignated Fund Balance	\$6,350	
Controlled Burn MDC 010-1665	56790 – Other Contractual Services		\$6,350

BE IT FURTHER ORDAINED that the Director of Parks + Rec be and hereby is authorized to execute the attached agreement for the County's participation in the Missouri Department of Conservation's Community Conservation Cost Share Program.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5821 introduced on December 6, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5821.

Date

Frank White, Jr., County Executive


Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 1665 45626
ACCOUNT TITLE: Grant Fund
Controlled Burn MDC
Increase Revenues
NOT TO EXCEED: \$6,350.00

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$6,350.00

12/04/2023

Date




Sylvia Stevenson (Dec 4, 2023 13:50 CST)

Chief Administrative Officer

COST SHARE REQUEST / AGREEMENT

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC), AND:

Cooperator Name: JACKSON COUNTY PARKS AND RECREATION			
Address 8101 BLUE RIVER RD			
City: KANSAS CITY	State: MO	Zip: 64132	Phone(s): (785) 643-9103
County: JACKSON	Township: 48	Range: 33 W	Section: 14



Practice / Components (____ Program)	Project Number (ex. MDC 200.B.1)	Units Planned (acres, feet, etc.)	Unit Type	Cost Share Rate	Maint enance (years)	Partner Funding Requested	MDC Funding Requested	Units Completed (acres, feet, etc.)	Unit Type	Partner Funding Earned	MDC Funding Earned
Woody Invasive Species Removal	900.A.4	1	Acre	90%	11		\$6,350.00		Acre		\$0.00
TOTALS						\$ -	\$6,350.00			\$ -	\$0.00

* Attach Plan (if program requires)

Non-Focus Area/CC Tier 3 Tier 1-4 Geography/ CC Tier 2 Tier 1 Geography With RCT approval/ CC Tier 1

List landowner's objectives: Wildlife Forestry/Woodland Wetland/Aquatic Prairie/Glade Recreation Other
 Heritage Review Monarch Planting Native Forage New Customer MDC Employee

I request cost share assistance to install the above described practice(s). If funded, I agree to maintain the practice(s) for the specified maintenance length for each practice listed above, and I agree to refund all or part of the cost share assistance paid to me if, before the expiration of the specified practice lifespan, I (a) Fail to satisfactorily maintain the practice (b) destroy the approved practice, or (c) voluntarily relinquish control or title to the land on which the approved practice has been established and the new owner and/or operator of the land does not maintain the practice for the remainder of it's lifespan, whether or not the new owner agrees to maintain the practice. I further understand that failure to comply with this agreement may make me ineligible for participation in future MDC cost share programs. Failed practices due to causes beyond the cooperator's control (e.g. drought, flood, etc..) as determined by the resource planner are considered "no-fault" terminated pending available funding, cooperator is eligible to re-establish failed practice as a new practice, with all documentation and timelines reinitiated.
 Tier 1 Community Geographies Receiving Upfront Payment- I agree to reimburse the Department for any unspent funds within thirty (30) days of project checkout. I understand that undocumented expenses are not eligible to be included within calculation of actual project expenses.
 I certify that the funds requested above do not duplicate (although they may be used in conjunction or "piggybacked" with) funds provided by other state or federal cost share practices and that multiple program enrollment on the same acre(s) will be for complimentary purposes.

In signing this form (spouses should co-sign), I (we) attest and confirm sole legal ownership of the property where these practices will be implemented or can legally represent the ownership (MDC POA for required) for the purpose of entering into this contract to implement these practices and accept payment on behalf of all owners.

COOPERATOR SIGNATURE		DATE	
PARTNER REVIEW (if applicable)		DATE	
ALLOCATION APPROVED (MDC)		DATE	
PRACTICE(S) COMPLETED (MDC)		DATE	

Cooperator: JACKSON COUNTY PARKS AND RECREATION		
Region: KANSAS CITY REGION	Planner Name: TAYLOR NEFF	Approved By: (Print Name) Steve Hoel
Amount of Payment: \$0.00	Signature:	
WPI Number: 302	Org Code: LG30CK	Title:
Object Code Number 3403	Date:	
Appropriation:	Date:	

Request for Legislative Action

Ord. #5821
Sponsor: Charlie Franklin
Date: December 6, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5821
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	12/6/2023

Introduction
Action Items: ['Authorize', 'Appropriate']
Project/Title:
A Resolution authorizing the Director of Parks + Rec to execute a Cost Share Agreement with the Missouri Department of Conservation in the amount of up to \$6,350, awarded to Jackson County for land management and invasive species removal services on County parkland.

Request Summary
Jackson County Parks + Rec applied for and received notice of award in the amount of up to \$6,350 under the Missouri Department of Conservation's Community Conservation Cost Share Program. The funds will be utilized to remove invasive plants on the Eddy Ballentine trail through methods approved by the Department of Conservation. This will serve as an important step in preserving Blue River Glade and restoring Blue River Corridor. A copy of the Cost Share Agreement is attached. Funding for the cost share match is available within the Parks Department's approved 2023 budget, Account 003-1624-56790. The Department intends to utilize an outside vendor to perform a portion of the work.

Contact Information			
Department:	Parks + Rec	Submitted Date:	12/1/2023
Name:	Brian Nowotny	Email:	BPNowotny@jacksongov.org
Title:	Deputy Director, Parks + Rec	Phone:	816-503-4803

Budget Information			
Amount authorized by this legislation this fiscal year:			\$6,350
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$6,350
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	1665 (Invasive Plants Removal)	56790 (Other Contractual Services)	\$6,350

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5703	January 9, 2023
Prior Resolution	
Resolution:	Resolution date:

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

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Submitted by Parks + Rec requestor: Brian Nowotny on 12/1/2023. Comments:

Approved by Department Approver Susan I. Kinnaman on 12/1/2023 8:54:14 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 12/1/2023 10:01:47 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 12/1/2023 11:21:07 AM. Comments:

Approved by Budget Office Approver Mark Lang on 12/4/2023 11:38:19 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 12/5/2023 1:50:03 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 12/5/2023 2:45:11 PM. Comments:

Community Conservation Cost Share Proposal Honeysuckle Removal at Eddy-Ballentine Trail

PROJECT TITLE AND PARTNERS

Title: Honeysuckle Removal at Eddy-Ballentine Trail

Location: 8101 Blue River Rd, Kansas City, MO 64132

Tier I, 90% reimbursement

MDC Planners:

Taylor Neff

Community Forester

(816) 759-7305 ext. 1138

Taylor.Neff@mdc.mo.gov

Andy Carmack

Private Land Conservationist

816-810-7696 ext. 1240

Andy.Carmack@mdc.mo.gov

Primary partner organization and contacts:

Madison Pittenger

Jackson County Parks + Rec

(785) 643-9103

MPittenger@jacksongov.org

Eileen McManus

Trail Volunteer, Sierra Club

(816) 523-7823

Eileen4250@sbcglobal.net

BUDGET:

MDC Cost-Share Contribution:

Contract fee (mist blowing)	\$1,600
Contractor fee (forestry mulching)	\$1,250
Contractor fee (cut stump)	\$3,500
MDC Total:	\$6,350

JCPR and Sierra Club Non-reimbursable Match:

JCPR grant admin/contractor supervision/reporting (18 hours @ \$20/hour)	\$360
Sierra Club volunteer time (24 hours @ \$15/hour)	\$360
Partners Total:	\$720
Project Total:	\$7,070

PROJECT DETAILS

Project area and habitat type:

Eddy-Ballentine trail is just south of Blue River Glades Natural Area. The two trails are connected and coexist on a 107-acre parcel of Jackson County land. Eddy-Ballentine is approximately 1.4 miles long and frequented by hikers, birders and runners. It features diverse natural communities ranging from bottomland forest with large cottonwood, sycamore and basswood to high-quality limestone glades with slab-like outcroppings and mature oaks.

Recently, KC Parks constructed a 10-foot-wide asphalt trail along Blue River Road from the Heart of America Golf Course directly to the trailhead. This new trail will provide a dedicated space for walkers, joggers, cyclists, and others to enjoy the beautiful scenery of the Blue River area and encourage more traffic onto the trail. It was funded in part by Federal Highway Administration grant funds. See photo and map.

Need and objectives:

Unsurprisingly, this area hosts invasive bush honeysuckle. The local Sierra Club chapter, the Thomas Hart Benton Group, has logged over 400 volunteer hours since 2021 clearing the area immediately surrounding the trail. Their work has included cut stump treatment of medium-sized honeysuckle plants and upkeep of trail markers. Volunteers are unable to manage the largest honeysuckle plants, steep terrain, and widespread young plants along trail.

The objective of this project is to help control bush honeysuckle. The contractor intends to use a multifaceted approach based on site considerations: forestry mulching largest honeysuckle plants, cut stump method among limestone outcroppings along trail finger, and mist blowing smaller plants within 30 feet of each side of the trail. See estimate and map for details. Sierra Club volunteers will continue to cut and treat honeysuckle along trail entrance.

Expected benefits:

Honeysuckle removal will allow for more native plant growth due to increased sunlight to forest floor and reduced allelopathic compounds in the soil. Several species of native woodland plants and wildflowers grow in this area, including mayapple (*Podophyllum peltatum*), spring beauty (*Claytonia virginica*) and columbine (*Aquilegia canadensis*). Removing honeysuckle will also serve as an important first step in preserving Blue River Glade and restoring Blue River corridor.

Plan timeline:

October 2023: Mist blowing treatment

November 1-March 31: Forestry mulching and cut stump treatments; Sierra Club continues monthly workdays of cut stump treatment

April 2024: Partners evaluate efficacy and determine follow up treatment

May 1: All work will be completed, paid and receipts and corresponding paperwork turned into the MDC representative for project reimbursement

Fall 2024: Continue honeysuckle treatment

Fall 2025-26: Assess site for prescribed fire potential

Publicity plan or signage:

Project will be posted about on JCPR Facebook page. Additionally, JCPR will send a press release about the project to local news outlet(s). The announcement in Facebook and the news will credit MDC for its support, financial contribution, and assistance to the project.

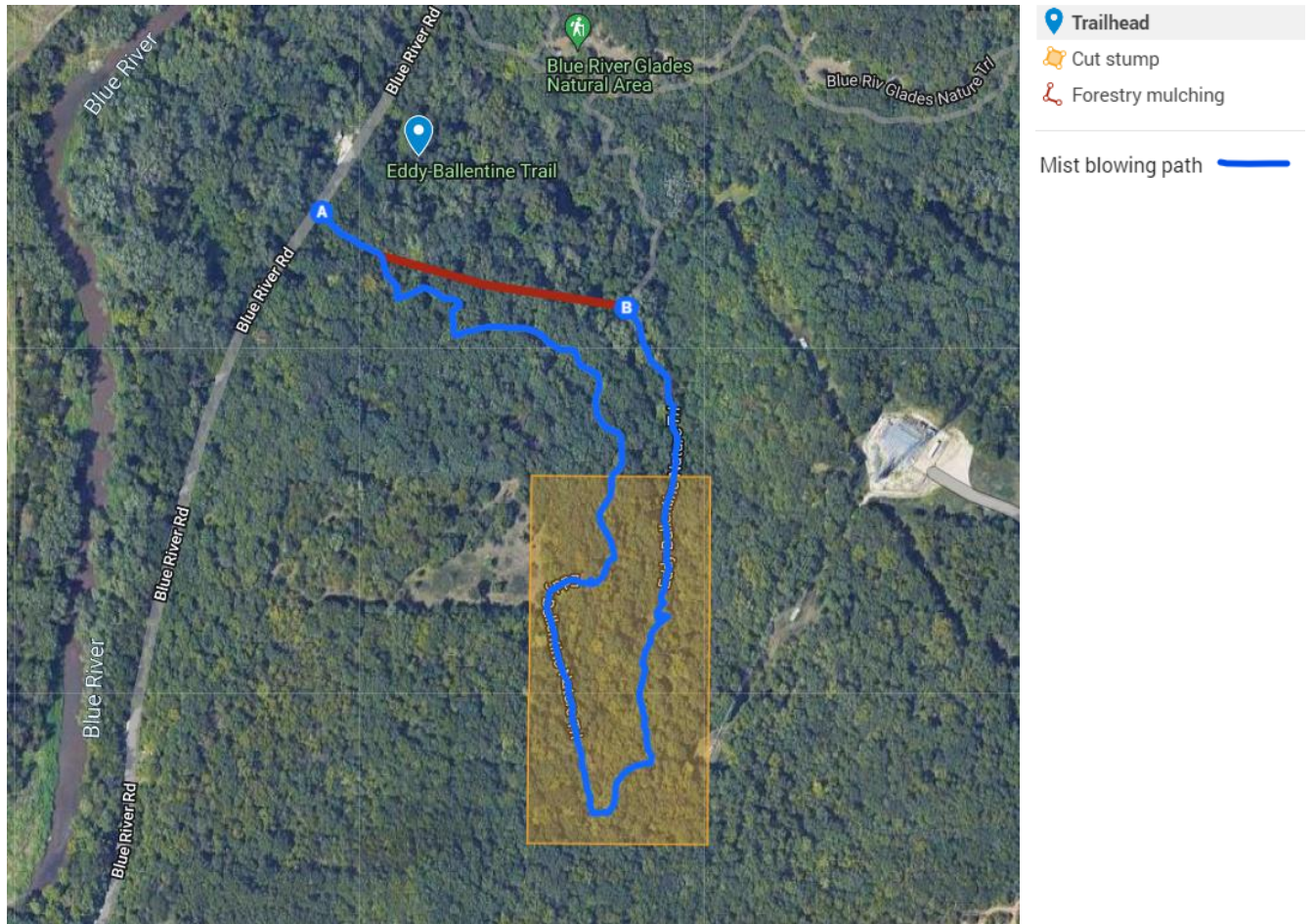
All volunteer workdays will be advertised via Meetup for Sierra Club members and local community members alike. JCPR associates will also share photos throughout the restoration process to allow volunteers to visually assess their progress.

10-year management plan:

Eddy-Ballentine trail will be monitored annually and regularly treated to address what remains of the honeysuckle. Spring surveys will occur in early April and fall surveys in late October prior to mist blowing. Sierra Club volunteer workdays will continue to remove small plants via cut stump method during winter months. We will pursue a prescribed fire plan in 2-3 years potentially in partnership with KC WildLands and Blue River Glade.

APPENDIX

Image 1. Project map



Tallgrass Land Management, LLC
4927 SE Fox Run Rd
Lathrop, MO 64465
+1 8165290895
tallgrasslandmgmt@gmail.com
www.tallgrasslandmgmt.com



Estimate

ADDRESS

Madison Pittenger
Jackson County Parks

ESTIMATE # 1253

DATE 09/12/2023

EXPIRATION DATE 10/11/2023

DESCRIPTION	AMOUNT
Mist blowing for the Eddy-Ballentine Trail. Deposit of \$600 is required to obtain chemical.	1,600.00
Forestry Mulch shortcut trail (indicated in red on project map)	1,250.00
<hr/>	
TOTAL	\$2,850.00

Terms and Conditions:

Prices subject to change if not accepted in 30 days.

Job may take longer to complete depending on weather conditions.

Requests to accelerate the job will be subject to a change order.

Estimate based on walk through- not liable for unforeseen underground obstructions.

Permits are the responsibility of the owner.

Payment due upon completion.

Accepted By

Accepted Date

Tallgrass Land Management, LLC
4927 SE Fox Run Rd
Lathrop, MO 64465
+1 8165290895
tallgrasslandmgmt@gmail.com
www.tallgrasslandmgmt.com



Estimate

ADDRESS

Madison Pittenger
Jackson County Parks

ESTIMATE # 1262
DATE 09/28/2023
EXPIRATION DATE 10/27/2023

DESCRIPTION	AMOUNT
Removal of honeysuckle along area defined during site walk down of the Eddy-Ballentine Trail. The area resides along the southern portion of the trail. Work is to be performed after mist blowing treatment has occurred. Cut material is to be left on site and stumps are to be treated. Chemical treatment shall have dye used with it to visibly mark stumps that have been treated. Honeysuckle over one and one half inches shall be cut stump and removed.	3,500.00

Terms and Conditions:

Prices subject to change if not accepted in 30 days.
Job may take longer to complete depending on weather conditions.
Requests to accelerate the job will be subject to a change order.
Estimate based on walk through- not liable for unforeseen underground obstructions.
Permits are the responsibility of the owner.
Payment due upon completion.

TOTAL

\$3,500.00

Accepted By

Accepted Date

Image 2. KC Parks Swope Park-Blue River Connector Trail

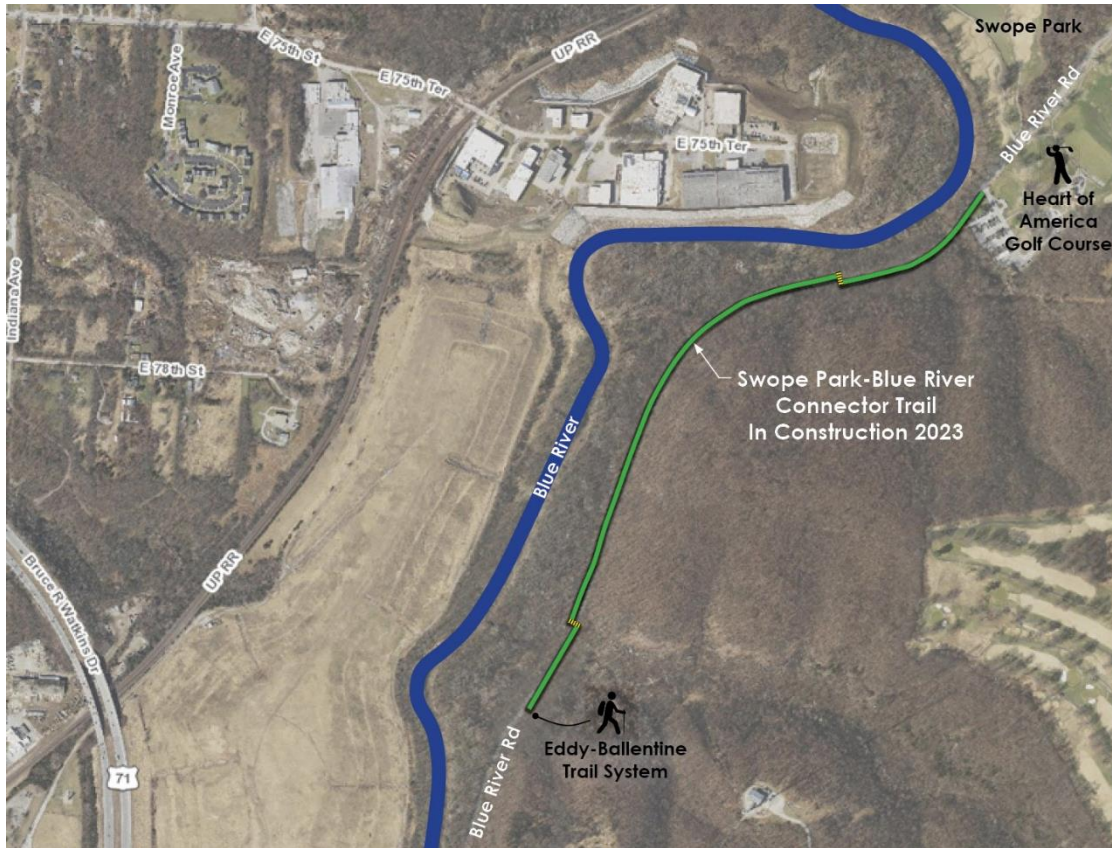


Image 3. Asphalt trail by KC Parks completed 2023



Image 6. Limestone outcropping



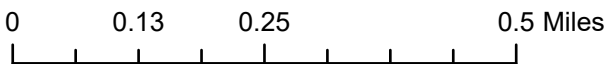
Image 5. Site for mist blowing




Image 6. Site for forestry mulching



Heritage Review



heritage_jacksonco_fy24
 Jackson County



COUNTY	EO_ID	SNAME	SCOMNAME	SRANK	GRANK	STSTAT	FEDSTAT	BBU	DATELAST
	5883	Egretta caerulea	Little Blue Heron	S3	G5			0	1995-06-26
	6677	Agalinis auriculata	Auriculate False Foxglove	S3	G3			0	2000-08-28
	6991	Egretta caerulea	Little Blue Heron	S3	G5			0	1999-05-24
	12010	Nycticorax nycticorax	Black-crowned Night-heron	S3	G5			0	1995-06-26
	24979	Haliaeetus leucocephalus	Bald Eagle	S3	G5			0	2019-05-06
	39366	Falco peregrinus	Peregrine Falcon	S1	G4	E		0	2018-03-01
	40169	Haliaeetus leucocephalus	Bald Eagle	S3	G5			0	2019-03-24
	3080	Limestone glade		S2	GNR			0	2002-04-30

Map by Taylor Neff 9/27/2023

Source: Missouri Department of Conservation

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twelve-month term and supply contracts, with one twelve-month option to extend, for the furnishing of t-shirts and wearing apparel for use by various County departments to Exhibit Arts of Wichita, KS, Seaside Companies of Millsboro, DE, and Sew What of Lee's Summit, MO, under the terms and conditions of Invitation to Bid No. 23-070.

RESOLUTION NO. 21494, December 6, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, various County departments require a supply of uniform and other wearable apparel; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 23-070 for the furnishing of t-shirts and wearing apparel for use by various County departments; and,

WHEREAS, a total of one hundred and fifty notifications were distributed and three responses were received and evaluated from the following:

BIDDER

Exhibit Arts
Wichita, KS

Seaside Companies
Millsboro, DE

Sew What
Lee's Summit, MO

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of twelve-month term and supply contracts, with one twelve-month option to extend, for the furnishing of t-shirts and wearing apparel for use countywide be split and awarded to Exhibit Arts, Seaside Companies, and Sew What; and,

WHEREAS, a split award is recommended to ensure the broadest availability of t-shirts and apparel at the lowest prices; and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with availability of funds for specific purchases 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 be and hereby is authorized to execute for the County any documents necessary for the accomplishments of the award and any extensions; and,

BE IT FURTHER RESOLVED that the Director 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 agencies 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:

Bryan D. Worsley

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21494 of December 6, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____


Absent _____

Date

Mary Jo Spino, Clerk of the 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.

12/04/2023


Sylvya Stevenson (Dec 4, 2023 11:50 CST)

Date

Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21494
Sponsor: Megan L. Marshall
Date: December 6, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21494
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	12/6/2023

Introduction
Action Items: ['Award']
Project/Title:
Awarding a split contract by Item No. for a twelve (12) month term and supply contract with one (1) twelve (12) month option to extend, for the furnishing of T-Shirts & Wearing Apparel for various County Departments to Seaside Companies of Millsboro, DE; Exhibit Arts of Wichita, KS; and Sew What of Lee's Summit, MO under the terms and conditions of Invitation to Bid No. 23-070.

Request Summary
<p>The County requires a term and supply contract for the furnishing of T-Shirts & Wearing Apparel for Various County Departments in which bid no. 23-070 was issued by the Purchasing Department. A total of (1849) notifications were distributed, there were (150) document takers with (16) responses received and evaluated. A split award by Item No. is recommended between Seaside Companies, Exhibit Arts, and Sew What as follows:</p>
No.
Description
01. Tank Top, Sleeveless, Crew Neck, 100% Cotton, 6.1 Ounce, Gildan Ultra Cotton Seaside Companies
02. T-Shirt, Short Sleeve, Crew Neck, 100% Cotton, 6.1 Ounce, Gildan Ultra Cotton No. 2000 Exhibit Arts
03. T-Shirt, Short Sleeve, Crew Neck with Pocket, 100% Cotton, 6.1 Ounce, Gildan Ultra Cotton No. 2400 Exhibit Arts
04. T-Shirt, Long Sleeve, Crew Neck, 100% Cotton, 6.1 Ounce, Gildan Ultra Cotton Exhibit Arts
05. Sport Shirt, Pique, 100% Cotton, 6.5 Ounce, Gildan Ultra Cotton No. 3800 Sew What
06. Sport Shirt, Pique, 100% Polyester, Antique or Adidas

Request for Legislative Action

Sew What

07.

Sweatshirt, Long Sleeve, Crew Neck, 50/50 Cotton Polyester, 7.75 Ounce, Gildan Heavy Blend No. 18000

Seaside Companies

08.

Sweatshirt, Long Sleeve, Hoodie, 50/50 Cotton Polyester, Gildan Heavy Blend

Seaside Companies

09.

Sweatshirt, Long Sleeve, Full Zip Hoodie, 50/50 Cotton Polyester, Gildan Heavy Blend

Seaside Companies

10.

Trucker Cap, 50% Polyester, 50% Cotton Twill, 100 Polyester Mesh Back

Exhibit Arts

11.

Visor, 100% Cotton Twill, Hook & Loop Closure, S & S Activewear

Exhibit Arts

12.

Bucket Hat, Sportsman or comparable

Exhibit Arts

13.

Catalog Items:

Seaside Companies, Exhibit Arts, Sew What

14.

Screen Printing Charges Per Item:

Seaside Companies, Exhibit Arts, Sew What

15.

Embroidery Charges per 1000 stitches/items:

Seaside Companies, Exhibit Arts, Sew What

16.

Artwork, Charge per Hour

Seaside Companies, Exhibit Arts, Sew What

17.

Digitizing Services per Hour

Request for Legislative Action

Seaside Companies, Exhibit Arts, Sew What

These (3) respondents submitted the best pricing as per the bid specifications. The Bonfire Executive Summary and the using Departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends split award **by Item No.** for the furnishing of T-Shirts & Wearing Apparel to Seaside Companies, Exhibit Arts, and Sew What as the best bids submitted under the terms and conditions of Invitation to Bid No. 23-070.

This award is made on as "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 appropriation. The annual estimated spend is \$65,000.00.

The Jackson County Compliance Portal was checked, status was green/issued and showed an expiration date of 2023-12-31 for the three awarded vendors.

Contact Information			
Department:	Finance	Submitted Date:	11/28/2023
Name:	John Konon	Email:	jkonon@jacksongov.org
Title:	Buyer	Phone:	816-881-3292

Budget Information			
Amount authorized by this legislation this fiscal year:	\$ 0		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	

Request for Legislative Action

Resolution:	Resolution date:
20794	October 25, 2021
20303	November 18, 2019

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none"> 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.

Request for Legislative Action

History

Submitted by Finance requestor: John Konon on 11/28/2023. Comments:

Approved by Department Approver Bob Cruetsinger on 11/28/2023 4:05:10 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 11/29/2023 12:11:50 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 11/29/2023 12:40:33 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 11/29/2023 12:46:00 PM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 11/29/2023 1:04:59 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 12/4/2023 12:07:04 PM. Comments:



**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: John Konon, Buyer
From: Tina Spallo, Superintendent of Recreation
Re: 23-070 T-Shirts and Wearing Apparel
Date: 10/27/2023

Parks + Rec recommends awarding the bid to Exhibit Arts of Wichita, KS as the best bidder for our general screen-printing needs.

Exhibit Arts can supply our department with the required Gildan light blue T-Shirt, which is worn as a daily uniform by most of our staff. Parks orders over 1,000 of these shirts annually. Other bidding vendors offered T-Shirts at a cheaper price but did not name the Gildan brand shirt as the garment they intended on using.

The following divisions utilize the service.

1601 \$8,000
1603 \$8,000
1606 \$3,000
1652 \$4,000
1653 \$6,000
1654 \$12,000
1657 \$2,500
1666 \$4,000
1682 \$500

Total: \$48,000

Let me know if you have any questions.



Frank White, Jr., County Executive



ASSESSMENT DEPARTMENT

JACKSON COUNTY COURTHOUSE
415 EAST 12TH STREET, SUITE 1M
Kansas City, MO 64106-2752

www.jacksongov.org

(816) 881-3263

FAX (816) 881-1388

November 17, 2023

TO WHOM IT MAY CONCERN:

I wanted to convey my experiences with the merchant Exhibit Arts. I am in hopes that we keep them as our Wearing Apparel Vendor for several reasons:

- Selection – whether we order Long Sleeve or Short Sleeve Tshirts, $\frac{3}{4}$ zip jackets, hoodies, safety vests, long or short sleeve polo shirts we have always received several options for each.
- Quality – Sizes are spot on, material quality is excellent, we have never had any issues with any item we have ordered.
- Embroider/Screen Print – whether we choose to embroider or screen print we have always had beautiful logos that are crystal clear and we choose the color we prefer. They never had to be sent out to a additional vendor for completion.
- Delivery – they have never missed a delivery date, everything is packaged for protection, and they provide us with tracking information right away.
- They have been able to provide us with sizes ranging from XS to 6XL, when the other vendor was not able to.
- They have never made us purchase a certain quantity to get a specific price. Whatever I needed (5-100) the price that came with the quote is what was honored. No restrictions.
- We have always felt the pricing was more than fair for the quality and beautiful embroidery they provide at a very discounted price.
- Patricia Meshefski is very helpful and is in constant communication throughout your order to make sure you are updated and satisfied. Seems simple enough but we have dealt with other merchants who failed to respond and we were forced to discontinue our order.
- We anticipate spending \$5,000+ next year.

Cynthia Ramos

Assessment Office Administrator
Jackson County Courthouse
415 E 12th Street, 1M
Kansas City, MO 64106
cramos@jacksongov.org
Work Cell (816) 419-0886
Office (816) 881-3263
Fax (816) 881-1388



11/28/2023 & 1:12:26 PM



THE JACKSON COUNTY MEDICAL EXAMINER'S OFFICE

950 East 21st Street
Kansas City, Missouri 64108
(816) 881-6600
(816) 881-6641 fax

October 31, 2023

To: John Konon, Buyer
From: Kandi Brooke, Office Administrator
RE: Recommendation Memo Bid 23-070

After review/evaluation regarding Invitation to Bid 23-070 for T-Shirt and Wearing Apparel, the Medical Examiner's Office recommends Exhibit Arts. Our department estimates spending is approximately \$6000 in the next 12 months.

If you have any questions, please contact me at (816) 881-6595

Regards,

Kandi Brooke
Office Administrator



Jackson County
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 *phone*
(816) 847-7051 *fax*

MEMORANDUM

TO : John Konon, Finance and Purchasing Department
FROM: Caroline Deihl, Administrative Supervisor
DATE: October 31, 2023
SUBJECT: Recommendation for Vendors: Exhibit Arts, LLC

The Public Works Department needs a term and supply vendor for T-Shirts & Wearing Apparel.

The Purchasing Department bid such services and 16 vendors submitted a bid for Bid No. 23-070 T-Shirts & Wearing Apparel. Please consider Bid No. 23-070 T-Shirts & Wearing Apparel be awarded to Exhibit Arts, LLC.

Exhibit Arts, LLC can provide Jackson County with wearing apparel that we would be Purchasing and they are 2nd in pricing with the manufacturer Gildan which is as specified.

It is estimated that Road & Bridge Public Works could spend approximately \$6,000.00 Annually.

For the reason above, it has been requested tat Exhibit Arts, LLC be awarded the term And supply contract bid No. 23-070, T-Shirt and Wearing Apparel.

Thank You for your consideration.

Thank you,
Caroline Deihl, Administrative Supervisor



23-070 - T-Shirts & Wearing Apparel

Project Overview

Project Details	
Reference ID	23-070
Project Name	T-Shirts & Wearing Apparel
Project Owner	John Konon
Project Type	ITB
Department	Various Departments
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking a Twelve (12) Month Term and Supply Contract with One (1) Twelve Month Option to Extend for the furnishing of T-Shirts & Wearing Apparel for use by Various County Departments.
Open Date	Sep 14, 2023 2:00 PM CDT
Intent to Bid Due	Oct 17, 2023 12:00 PM CDT
Close Date	Oct 17, 2023 2:00 PM CDT

Highest Scoring Supplier	Score
EXHIBIT ARTS LLC	83.75 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Acknowledged Receipt of Addenda	Oct 18, 2023 10:37 AM CDT	John Konon
Affidavit	Oct 18, 2023 10:37 AM CDT	John Konon
Attachment C – MBE/WBE/VBE Participation Affidavit	Oct 18, 2023 10:37 AM CDT	John Konon
Bidders Quotation Sheet	Oct 18, 2023 10:37 AM CDT	John Konon
Copy of Certificate of Compliance-	Oct 18, 2023 10:37 AM CDT	John Konon
Exhibit F – Bidders Exceptions	Oct 18, 2023 10:37 AM CDT	John Konon
Greater KC Metro Area Information Memo (on Company Letterhead)	Oct 18, 2023 10:37 AM CDT	John Konon
Statement of Contractors Qualifications	Oct 18, 2023 10:37 AM CDT	John Konon
Term and supply Contract Page	Oct 18, 2023 10:37 AM CDT	John Konon



Scoring Summary

Active Submissions

	Total	A - Purchasing Evaluation	A-1 - Term and Supply Contract Page	A-2 - Affidavit	A-3 - Copy of Certificate of Compliance
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
EXHIBIT ARTS LLC	83.75 pts	0 pts	Pass	Pass	Pass
OWK Holdings, LLC dba Big Frog of KC	78.75 pts	0 pts	Pass	Pass	Pass
Sew What? LLC	77.5 pts	0 pts	Pass	Pass	Pass
GEW inc	72.5 pts	0 pts	Pass	Pass	Pass
International Promotional Ideas Inc	72.5 pts	0 pts	Pass	Pass	Pass
Seaside Companies	71.25 pts	0 pts	Pass	Pass	Pass



	Total	A - Purchasing Evaluation	A-1 - Term and Supply Contract Page	A-2 - Affidavit	A-3 - Copy of Certificate of Compliance
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
LLC					
FSP Designs	65 pts	0 pts	Pass	Pass	Pass
GK TRADING LLC	62.5 pts	0 pts	Pass	Pass	Pass
Educational Products, Inc.	55 pts	0 pts	Pass	Pass	Pass
GearZone Tactical	55 pts	0 pts	Pass	Pass	Pass
D'Signs Notary Service, LLC	53.75 pts	0 pts	Pass	Pass	Pass
Gift Baskets & More by Latanya	51.25 pts	0 pts	Pass	Pass	Pass
Pasadena Sporting Goods	51.25 pts	0 pts	Pass	Pass	Pass



	Total	A - Purchasing Evaluation	A-1 - Term and Supply Contract Page	A-2 - Affidavit	A-3 - Copy of Certificate of Compliance
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
Balady Promotions	51.25 pts	0 pts	Pass	Pass	Pass
Bordova Innovations Inc	50 pts	0 pts	Pass	Pass	Pass
Uncrowned Kingz Tees	30 pts	0 pts	Pass	Pass	Pass

	A-4 - Statement of Contractors Qualifications	A-5 - Acknowledgment of Receipt of Addenda	A-6 - Greater Kansas City Metropolitan Area Information Memo (on Company Letterhead)	A-7 - Bidders Quotation Sheet	A-8 - Exhibit F - Bidders Exceptions
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
EXHIBIT ARTS LLC	Pass	Pass	Pass	Pass	Pass



	A-4 - Statement of Contractors Qualifications	A-5 - Acknowledgment of Receipt of Addenda	A-6 - Greater Kansas City Metropolitan Area Information Memo (on Company Letterhead)	A-7 - Bidders Quotation Sheet	A-8 - Exhibit F - Bidders Exceptions
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
OWK Holdings, LLC dba Big Frog of KC	Pass	Pass	Pass	Pass	Pass
Sew What? LLC	Pass	Pass	Pass	Pass	Pass
GEW inc	Pass	Pass	Pass	Pass	Pass
International Promotional Ideas Inc	Pass	Pass	Pass	Pass	Pass
Seaside Companies LLC	Pass	Pass	Pass	Pass	Pass
FSP Designs	Pass	Pass	Pass	Pass	Pass
GK TRADING LLC	Pass	Pass	Pass	Pass	Pass



	A-4 - Statement of Contractors Qualifications	A-5 - Acknowledgment of Receipt of Addenda	A-6 - Greater Kansas City Metropolitan Area Information Memo (on Company Letterhead)	A-7 - Bidders Quotation Sheet	A-8 - Exhibit F - Bidders Exceptions
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Educational Products, Inc.	Pass	Pass	Pass	Pass	Pass
GearZone Tactical	Pass	Pass	Pass	Pass	Pass
D'Signs Notary Service, LLC	Pass	Pass	Pass	Pass	Pass
Gift Baskets & More by Latanya	Pass	Pass	Pass	Pass	Pass
Pasadena Sporting Goods	Pass	Pass	Pass	Pass	Pass
Balady Promotions	Pass	Pass	Pass	Pass	Pass
Bordova Innovations Inc	Pass	Pass	Pass	Pass	Pass



	A-4 - Statement of Contractors Qualifications	A-5 - Acknowledgment of Receipt of Addenda	A-6 - Greater Kansas City Metropolitan Area Information Memo (on Company Letterhead)	A-7 - Bidders Quotation Sheet	A-8 - Exhibit F - Bidders Exceptions
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Uncrowned Kingz Tees	Pass	Pass	Pass	Pass	Pass

	A-9 - Attachment C - MBE WBE VBE Participation Affidavit	B - Department Evaluation	B-1 - Bidders Quotation Sheet	B-2 - Statement of Contractors Qualifications	B-3 - Exhibit F - Exceptions
Supplier	Pass/Fail	/ 100 pts	/ 50 pts	/ 25 pts	/ 15 pts
EXHIBIT ARTS LLC	Pass	83.75 pts	42.5 pts	21.25 pts	10 pts
OWK Holdings, LLC dba Big Frog of KC	Pass	78.75 pts	41.25 pts	23.75 pts	8.75 pts
Sew What? LLC	Pass	77.5 pts	35 pts	21.25 pts	13.75 pts



	A-9 - Attachment C - MBE WBE VBE Participation Affidavit	B - Department Evaluation	B-1 - Bidders Quotation Sheet	B-2 - Statement of Contractors Qualifications	B-3 - Exhibit F - Exceptions
Supplier	Pass/Fail	/ 100 pts	/ 50 pts	/ 25 pts	/ 15 pts
GEW inc	Pass	72.5 pts	37.5 pts	16.25 pts	13.75 pts
International Promotional Ideas Inc	Pass	72.5 pts	33.75 pts	20 pts	13.75 pts
Seaside Companies LLC	Pass	71.25 pts	35 pts	16.25 pts	12.5 pts
FSP Designs	Pass	65 pts	28.75 pts	20 pts	11.25 pts
GK TRADING LLC	Pass	62.5 pts	22.5 pts	18.75 pts	13.75 pts
Educational Products, Inc.	Pass	55 pts	18.75 pts	21.25 pts	12.5 pts
GearZone Tactical	Pass	55 pts	17.5 pts	17.5 pts	12.5 pts
D'Signs Notary	Pass	53.75 pts	20 pts	16.25 pts	13.75 pts



	A-9 - Attachment C - MBE WBE VBE Participation Affidavit	B - Department Evaluation	B-1 - Bidders Quotation Sheet	B-2 - Statement of Contractors Qualifications	B-3 - Exhibit F - Exceptions
Supplier	Pass/Fail	/ 100 pts	/ 50 pts	/ 25 pts	/ 15 pts
Service, LLC					
Gift Baskets & More by Latanya	Pass	51.25 pts	21.25 pts	17.5 pts	5 pts
Pasadena Sporting Goods	Pass	51.25 pts	18.75 pts	15 pts	12.5 pts
Balady Promotions	Pass	51.25 pts	15 pts	21.25 pts	7.5 pts
Bordova Innovations Inc	Pass	50 pts	17.5 pts	15 pts	12.5 pts
Uncrowned Kingz Tees	Pass	30 pts	13.75 pts	6.25 pts	2.5 pts



	B-4 - Attachment C - MBE WBE VBE Participation Affidavit
Supplier	/ 10 pts
EXHIBIT ARTS LLC	10 pts
OWK Holdings, LLC dba Big Frog of KC	5 pts
Sew What? LLC	7.5 pts
GEW inc	5 pts
International Promotional Ideas Inc	5 pts
Seaside Companies LLC	7.5 pts
FSP Designs	5 pts
GK TRADING LLC	7.5 pts



	B-4 - Attachment C - MBE WBE VBE Participation Affidavit
Supplier	/ 10 pts
Educational Products, Inc.	2.5 pts
GearZone Tactical	7.5 pts
D'Signs Notary Service, LLC	3.75 pts
Gift Baskets & More by Latanya	7.5 pts
Pasadena Sporting Goods	5 pts
Balady Promotions	7.5 pts
Bordova Innovations Inc	5 pts



	B-4 - Attachment C - MBE WBE VBE Participation Affidavit
Supplier	/ 10 pts
Uncrowned Kingz Tees	7.5 pts

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract for the furnishing of building maintenance, repair, operations supplies, parts, equipment, and materials for use by various County departments to W.W. Grainger of Lake Forest, IL, under the terms and conditions of OMNIA Partners-City of Tucson, AZ Contract No. 192163, an existing competitively bid government contract.

RESOLUTION NO. 21495, December 6, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, various County departments have a continuing need for building maintenance, repair, operations supplies, parts, equipment, and materials; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract for the furnishing of these supplies and materials for use by various County departments to W.W. Grainger of Lake Forest, IL, under the terms and conditions of OMNIA Partners-City of Tucson, AZ Contract No. 192163, an existing competitively bid government contract, for the reason that this will allow the County to take advantage of discounts offered to large entities; 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 be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, provided that sufficient appropriations to the using spending agencies 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:

Bryan D. Worsley

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21495 of December 6, 2023, was duly passed on _____, 2023 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 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 appropriation.

12/04/2023

Sylvia Stevenson

Sylvia Stevenson (Dec 4, 2023 11:50 CST)

Date

Chief Administrative Officer

Request for Legislative Action

Res. #21495

Sponsor: Megan L. Marshall

Date: December 6, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21495
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	12/6/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a (12) twelve-month term and supply contract for the furnishing of Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services for various County departments to WW Grainger of Lake Forest, IL under the terms and conditions of the City of Tucson, AZ / Omnia Partners Contract No. 192163, an existing competitively bid government contract.

Request Summary

Various County Departments require a Term and Supply Contract for Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services and would like to continue to utilize the National Contract awarded to WW Grainger of Lake Forest, IL by the City of Tucson, AZ / OMNIA Partners Contract No. 192163, an existing competitively bid contract. The Purchasing Department is requesting approval for the term of the contract to run January 1, 2024 through December 31, 2024 to run concurrent with the OMNIA Partners contract term. The OMNIA Partners Executive Summary, Term and Renewal Contract Addendum and the using departments recommendation Memos are attached.

Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a (12) twelve-month term and supply contract for the furnishing of Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services, to WW Grainger of Lake Forest, IL under the terms and conditions of the City of Tucson, AZ / OMNIA Partners Contract No. 192163, an existing, competitively bid government contract to take full advantage of higher discounts offered to larger entities on National Contracts.

This award is made on as "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. The annual estimated spend for use by various county departments is \$127,000.00.

The Jackson County Compliance Portal was checked, status was green/issued and showed an expiration date of 2023-12-31. As this contract term is to begin in 2024, Purchasing will pursue WW Grainger to request through the Compliance Office a 2024 Certificate of Compliance.

Contact Information

Department:	Finance	Submitted Date:	11/28/2023
--------------------	---------	------------------------	------------

Request for Legislative Action

Name:	John Konon	Email:	jkonon@jacksongov.org
Title:	Buyer	Phone:	816-881-3292

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
21147	January 30, 2023
20409	April 20, 2020

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

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

Request for Legislative Action

VBE: .00%	
Prevailing Wage	
Not Applicable	

Fiscal Information

- 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.

History

Submitted by Finance requestor: John Konon on 11/28/2023. Comments:

Approved by Department Approver Bob Crutsinger on 11/28/2023 11:05:28 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 11/28/2023 11:10:42 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 11/28/2023 11:27:48 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 11/28/2023 11:33:05 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 11/28/2023 12:33:59 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 12/4/2023 12:08:29 PM. Comments:



Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services.
Executive Summary

Lead Agency: Tucson, AZ

Solicitation: 192163 X

RFP Issued: March 8, 2019

Pre-Proposal Date: March 27, 2019

Response Due Date: April 11, 2019

Proposals Received: 10

Awarded to: W.W. Grainger, Inc. X

The City of Tucson, AZ Business Services Department, Shared Services - Procurement issued RFP #192163 on March 8, 2019, to establish a national cooperative contract for Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services.

The solicitation included cooperative purchasing language in the Introduction and Special Terms and Conditions Sections:

COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with OMNIA Partners or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI

- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- The Herald-News, IL
- Las Vegas Review Journal, NV

On April 11, 2019 proposals were received from the following offerors:

- AGS Safety & Supply
- Arizona Commercial Lighting
- Best Plumbing Specialties Inc.
- Copper State
- Graybar
- NCS – Single Source
- Partsmaster
- Supply One
- United Laboratories

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with W.W. Grainger, Inc. and proceeding with contract award upon successful completion of negotiations.

The City of Tucson, OMNIA Partners, Public Sector and W.W. Grainger, Inc. successfully negotiated a contract, and the City of Tucson executed the agreement with a contract effective date of July 1, 2019.

Contract includes:

Abrasives, adhesives, sealants, tape, cleaning, electrical, electronics, appliances, batteries, fasteners, fleet, vehicle maintenance, furniture, hospitality, food service, hand tools, hardware, HVAC/refrigeration, lab supplies, lighting, lubrication, material handling, motors, office supplies, outdoor equipment, paint, equipment and supplies, plumbing, pneumatics, power tools, power transmission, pumps, safety, security, test instruments, welding and HVAC filters.

Term:

Initial term from July 1, 2019 through December 31, 2022 with the option to renew for two (2) additional one-year periods through December 31, 2024. X

Pricing/Discount:

Discounts range from 5-40% off designated categories.

OMNIA Partners, Public Sector Web Landing Pages:

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/grainger>

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: March 6, 2023

CONTRACT # 192163 X
CONTRACT ADDENDUM NUMBER: THIRTEEN (13)
PAGE 1 of 1
JM
PROCUREMENT MANAGER: JENN MYERS

MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): TERM AND RENEWAL: In accordance with the Special Terms and Conditions, Paragraph 7, "Term and Renewal", the City hereby exercises its option to renew the contract for the period of January 1, 2024 through December 31, 2024.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: W.W. Grainger, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Ken White 3/7/2023
Signature of person authorized to sign Date

Ken White National Government Sales Manager
Name and Title (typed or printed legibly)

Grainger
Company Name

100 Grainger Parkway
Address

ken.white@grainger.com
Email Address

Lake Forest, IL 60045
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Angela Hofer Account Manager
Name and Title (typed or printed legibly)

480-309-2024
Phone Number

angela.hoefler@grainger.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM

IS HEREBY EXECUTED THIS 7th DAY

OF March, 2023, AT TUCSON, ARIZONA.

for

Jenn Myers
Director of Business Services and not personally



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3292
Fax 816-881-3268

DISPOSITION OF TERM & SUPPLY CONTRACT MEMORANDUM

TO: Rick Gerla, Facilities Management *RG*
Caroline Deihl, Public Works
John L. Johnson, Parks + Rec
Deloris Wells, Sheriff's Office

FROM: John Konon, Buyer

DATE: November 17, 2023

RE: Other Government Contract: **OG192163 MRO - Grainger**

The above referenced OG Contract is set to expire on **December 31, 2023**. The City of Tucson, Arizona has extended this for another term through December 31, 2024. If your department still wants to utilize this contract, please let me know your estimated yearly spend and I will generate an eRLA.

Please review the specifications and advise me of the following:

- A. Extend Contract for 12 months. Department needs service.
- B. Rebid with attached changes.
- C. Rebid with specifications as they stand.
- D. Department does not require services of this bid.

Department: Facilities Management Estimated annual usage: \$ \$60,000.00

Please return a copy of this memorandum and any requested changes to my attention **AS SOON AS POSSIBLE**, so that appropriate action can be taken.

If you have any questions, please feel free to call me at 881-3292. Thank you.



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3292
Fax 816-881-3268

DISPOSITION OF TERM & SUPPLY CONTRACT MEMORANDUM

TO: Rick Gerla, Facilities Management
Caroline Deihl, Public Works ~~X~~
John L. Johnson, Parks + Rec
Deloris Wells, Sheriff's Office

FROM: John Konon, Buyer

DATE: November 17, 2023

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Please review the specifications and advise me of the following:

- A. Extend Contract for 12 months. Department needs service.
- B. Rebid with attached changes.
- C. Rebid with specifications as they stand.
- D. Department does not require services of this bid.

Department: 1506-Public Works R&B Estimated annual usage: \$ 10,000.00

Please return a copy of this memorandum and any requested changes to my attention **AS SOON AS POSSIBLE**, so that appropriate action can be taken.

If you have any questions, please feel free to call me at 881-3292. Thank you.



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3292
Fax 816-881-3268

DISPOSITION OF TERM & SUPPLY CONTRACT MEMORANDUM

TO: Rick Gerla, Facilities Management
Caroline Deihl, Public Works
John L. Johnson, Parks + Rec
Deloris Wells, Sheriff's Office

FROM: John Konon, Buyer

DATE: November 17, 2023

RE: Other Government Contract: **OG192163 MRO - Grainger**

The above referenced OG Contract is set to expire on **December 31, 2023**. The City of Tucson, Arizona has extended this for another term through December 31, 2024. If your department still wants to utilize this contract, please let me know your estimated yearly spend and I will generate an eRLA.

Please review the specifications and advise me of the following:

- A. Extend Contract for 12 months. Department needs service.
- ~~B. Rebid with attached changes.~~
- ~~C. Rebid with specifications as they stand.~~
- D. Department does not require services of this bid.

Department: Parks + Rec Estimated annual usage: \$ 52,000

Please return a copy of this memorandum and any requested changes to my attention **AS SOON AS POSSIBLE**, so that appropriate action can be taken.

If you have any questions, please feel free to call me at 881-3292. Thank you.



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3292
Fax 816-881-3268

DISPOSITION OF TERM & SUPPLY CONTRACT MEMORANDUM

TO: Rick Gerla, Facilities Management
Caroline Deihl, Public Works
John L. Johnson, Parks + Rec
Deloris Wells, Sheriff's Office

FROM: John Konon, Buyer

DATE: November 17, 2023

RE: Other Government Contract: **OG192163 MRO - Grainger**

The above referenced OG Contract is set to expire on **December 31, 2023**. The City of Tucson, Arizona has extended this for another term through December 31, 2024. If your department still wants to utilize this contract, please let me know your estimated yearly spend and I will generate an eRLA.

Please review the specifications and advise me of the following:

- A. Extend Contract for 12 months. Department needs service.
- B. Rebid with attached changes.
- C. Rebid with specifications as they stand.
- D. Department does not require services of this bid.

Department: JCDC Estimated annual usage: \$ \$5,000.00

Please return a copy of this memorandum and any requested changes to my attention **AS SOON AS POSSIBLE**, so that appropriate action can be taken.

If you have any questions, please feel free to call me at 881-3292. Thank you.

Deloris Wells
Deputy Director of Administration
11-27-2023

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a ten-month term and supply contract, with one twelve-month option to extend, for the furnishing of fleet fuel cards for use by various County departments to WEX Bank of Midvale, UT, under the terms and conditions of State of Missouri Contract No. CC211293001, an existing government contract.

RESOLUTION NO. 21496, December 6, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the County has a continuing need for various departments to be able to purchase fuel when County vehicles are out of the area; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a ten-month term and supply contract, with one twelve-month option to extend, for the furnishing of fleet fuel cards to enable such purchases for use by various County departments to WEX Bank of Midvale, UT, under the terms and conditions of State of Missouri Contract No. CC211293001, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

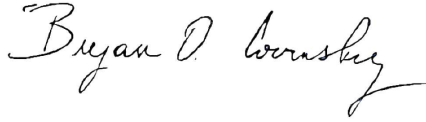
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies 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:



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21496 of December 6, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

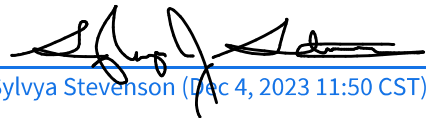
Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on 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.

12/04/2023


Sylvya Stevenson (Dec 4, 2023 11:50 CST)

Date

Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21496
Sponsor: Megan L. Marshall
Date: December 6, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21496
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	12/6/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing a ten (10) month term and supply contract with one twelve (12) month option to extend for the furnishing of fleet fuel cards for use by various County departments to WEX Bank of Midvale, UT, under the terms and conditions of State of Missouri Contract No. CC211293001, an existing government contract.

Request Summary
<p>The initial term of the State of Missouri Contract No. CC21293001 expired on August 22, 2023. Before the expiration date, an attempt was made by the Purchasing Department to the vendor to notify them that Jackson County required a current Certificate of Compliance to be on file before business could resume and a request for the authorization of an additional term could be issued. After 3 months of pushback from the vendor, a application for a renewed Certificate of Compliance was submitted and reissued. The requested term will allow the Jackson County contract term to run concurrent with the State of Missouri Contract as well as provide continued steady use of fuel purchases for Jackson County.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the authorization of a ten (10) month term and supply contract with one twelve (12) month option to extend for the furnishing of fleet fuel cards for use by various County departments to WEX Bank of Midvale, UT, under the terms and conditions of State of Missouri Contract No. CC211293001, an existing government contract.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. Estimated Annual Usage for Jackson County is \$200,000.</p> <p>Current Certificate of Compliance on file.</p>

Contact Information			
Department:	Finance	Submitted Date:	11/28/2023
Name:	Keith E. Allen	Email:	keallen@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3465

Budget Information

Request for Legislative Action

Amount authorized by this legislation this fiscal year:	\$ 0		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20741	August 23, 2021

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

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

Fiscal Information

Request for Legislative Action

- 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.

History

Submitted by Finance requestor: Keith E. Allen on 11/28/2023. Comments:

Approved by Department Approver Bob Crutsinger on 11/28/2023 4:11:34 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 11/29/2023 12:13:26 PM. Comments: Needs estimated annual spend in Summary

Submitted by Requestor Keith E. Allen on 11/29/2023 12:20:23 PM. Comments:

Approved by Department Approver Bob Crutsinger on 11/29/2023 2:03:49 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 11/29/2023 3:26:29 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 11/29/2023 3:35:06 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 11/30/2023 8:27:40 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 12/1/2023 12:59:16 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 12/4/2023 12:09:42 PM. Comments:



**FLEET CARD WITH RELATED SERVICES
CC211293001**

Issuance Date: July 19, 2021

CONTRACT PERIOD/RENEWAL OPTIONS	
Current Contract Period:	July 19, 2021 through September 7, 2024
Original Contract Period:	July 19, 2021 through September 7, 2024
Available Renewal Period Options:	1
Potential Final Expiration Date:	September 7, 2025

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

A state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

BUYER CONTACT INFORMATION	
Name:	Jennie Rees
Email:	Jennie.Rees@oa.mo.gov
Phone Number:	(573) 751-6442

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing a five-month extension to the term and supply contract for the furnishing of fuel products and related services for use by various County departments to Frazier Oil & L.P. Gas Co., Inc., of Gower, Missouri, awarded under the terms and conditions of City of Kansas City, Missouri Contract No. EV1848, an existing government contract.

RESOLUTION NO. 21497, December 6, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, by Resolution 18831, adopted May 11, 2015, a four-year term and supply contract, with four twelve-month options to extend, for the furnishing of fuel including diesel, leaded and unleaded gasoline, and kerosene, for use by various County departments was awarded to Frazier Oil & L.P. Gas Co., Inc., of Gower, Missouri, under the terms and conditions of City of Kansas City, Missouri Contract No. EV1848, an existing government contract; and,

WHEREAS, by Resolution 21284, passed June 5, 2023, a seven-month extension was authorized; and,

WHEREAS, the City of Kansas City renewed the contract for a twelve-month extension after the last resolution was passed and this requested five-month extension is needed to run concurrent with the City of Kansas City, MO contract; and,

WHEREAS, the original expiration date of Contract No. EV1848 of April 30, 2023, was extended by the City of Kansas City, Missouri, for an additional twelve months to April 30, 2024; and,

WHEREAS, the Director of Finance and Purchasing recommends the approval of a five-month extension of the County's contract with this vendor for the furnishing of fuel products and related services to allow the various County departments to continue purchasing fuel and fuel-related services as needed and to coincide with the new expiration date of Contract No. EV1848; and,

WHEREAS, the Director of Finance and Purchasing recommends this extension under section 1030.4, Jackson County Code, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, this extension is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the extension to the existing term and supply contract be authorized as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby authorized to execute for the County any documents necessary to the accomplishment of the extension; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies 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:

Bryan O. Bousky

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21497 of December 6, 2023, was duly passed on _____, 2023 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 appropriations.

12/04/2023

Sylvia Stevenson

Sylvia Stevenson (Dec 4, 2023 11:50 CST)

Date

Chief Administrative Officer

Request for Legislative Action

Res. #21497
Sponsor: Megan L. Marshall
Date: December 6, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21497
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	12/6/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing a five (5) month extension for the furnishing of Fuel Products & Related Services to Frazier Oil, Inc of Gower, Missouri under the terms and conditions of City of Kansas City, Missouri Contract No. EV1848, an existing government contract.

Request Summary
<p>The initial expiration date of the City of Kansas City, MO Contract No. EV1848 was April 30, 2023, but the City of Kansas City, Missouri extended the contract for an additional 12 months. Resolution 21284 authorized an seven (7) month extension instead of a twelve (12) month term and this request is to add the remaining term length to run concurrent with the City of Kansas City, MO contract. The new term length will allow Jackson County Departments to continue purchasing fuel related services as needed.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the approval of a five (5) month extension for the furnishing of Fuel Products & Related Services to Frazier Oil, Inc of Gower, Missouri under the Terms and Conditions of the City of Kansas City, Missouri Contract No. EV1848, an existing cooperative government contract.</p> <p>The estimated annual usage is \$1,145,000. This award is made on a "as needed" basis and does not obligate Jackson County to pay any specific amount. This availability of funds for specific purchases is subject to annual appropriations.</p> <p>A current Certificate of Compliance is on file.</p>

Contact Information			
Department:	Finance	Submitted Date:	11/30/2023
Name:	Keith E. Allen	Email:	keallen@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3465

Budget Information	
Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$

Request for Legislative Action

Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
21284	May 22, 2023

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

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

Fiscal Information	
<ul style="list-style-type: none"> 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. 	

Request for Legislative Action

History

Submitted by Finance requestor: Keith E. Allen on 11/30/2023. Comments:

Approved by Department Approver Bob Crutsinger on 11/30/2023 11:21:11 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 11/30/2023 11:29:01 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 11/30/2023 1:19:45 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 11/30/2023 2:16:01 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 12/1/2023 1:00:50 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 12/4/2023 12:11:05 PM. Comments:



MODIFICATION OF CONTRACT

1. Modification No.: 5 Effective Date: 05/01/2022	2. Contract No.: EV 1848 Effective Date: 05/01/2015
3. Name Ronnell E. Simpson, Sr. Title of sender Senior Procurement Officer Telephone Number: (816) 513- 0805	5. Supplier – Name and Address Frazier Oil Scott Frazier 100 Whitney Ave Gower Missouri 64454
4. Issued By: CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification Fuel Product and Fuel Related Services
 Contract EV1848 is renewed for one (1) year, with The increase on the Power Service additives is 10%, Fuel Margin Increase that accounts for the freight rate increase, the percentage of increase to the overall fuel product price for gas and diesel is 3.25%

Contract EV 1848 is renewed for at percent increase of 10% & 3.25%

from 05/01/2023 to 04/30/2024 .

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the extension date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such extension.

All other Terms and Conditions of Contract **EV 1848** remain unchanged.

8. City of Kansas City, Missouri

By:

DocuSigned by:
Ronnell E. Simpson, Sr.
 34EE3E782BCD472...

DocuSigned by:
Cory Burress
 A22698B36EF6402...

Senior Procurement Officer

Procurement Manager

5/4/2023

5/9/2023

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month contract, with two twelve-month options to extend, for the furnishing of case management, eDiscovery, and cloud storage services for the Prosecuting Attorney's Office to Karpel Solutions of St. Louis, MO, as a sole source purchase, at an actual annual cost to the County in the amount of \$70,000.00 for 2024.

RESOLUTION NO. 21498, December 6, 2023

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, the Prosecuting Attorney's Office requests a contract with Karpel Solutions of St. Louis, MO, for the use of Karpel's case management, eDiscovery, and cloud storage services that will work with the office's existing case management and criminal history reporting software; and,

WHEREAS, Karpel Solutions is the developer of the Prosecuting Attorney's Office's existing case management and criminal history reporting software and is considered as sole source for the upgrades and enhancements to the Office's existing service; and,

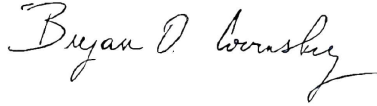
WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of the Department of Finance and Purchasing recommends the award of this contract, as a sole source purchase; now therefore,

BE IT RESOLVED that award be made as recommended by the Director of the Department of Finance and Purchasing and that the Director be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing is authorized to make all payments, including final payment on the contract, 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:



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21498 of December 6, 2023, was duly passed on _____, 2023 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: 008 4152 56661
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Criminal Prosecution
Other Contractual Services
NOT TO EXCEED: \$70,000.00

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

12/04/2023

Date



Sylvya Stevenson (Dec 4, 2023 11:50 CST)
Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21498
Sponsor: Venessa Huskey
Date: December 6, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21498
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	12/6/2023

Introduction
Action Items: ['Award']
Project/Title:
A RESOLUTION granting a twelve-month contract with two twelve-month extension options for the provision of case management, eDiscovery, and cloud storage services to the Prosecuting Attorney's Office. The contract is awarded to Karpel Solutions of St. Louis, MO, as a sole source procurement, with an estimated annual cost to the County not exceeding \$70,000 annually for the duration of the contract period.

Request Summary
KARPEL is the chosen case management system employed by every prosecutor's office across the state of Missouri, promoting seamless collaboration with other prosecutor's offices and law enforcement agencies which is in accordance with Chapter 1030.1 of the County's code. This proposed contract would encompass the services we currently utilize, including user licenses, eDiscovery, eSubpoena, and the additional cloud hosting storage component, facilitating the secure storage of evidence, media files, and video footage. The contract covers user licenses, eDiscovery and eSubpoena services at an estimated cost of \$38,125 annually. There is an additional cost associated with cloud storage which is estimated at approximately \$32,000 for 100TB. The volume of storage is a paramount importance, given the substantial number of files received from various law enforcement agencies and partners for the purpose of collecting evidence and preparing for trials.

Contact Information			
Department:	Prosecuting Attorney	Submitted Date:	11/15/2023
Name:	Gina Robinson	Email:	GRobinson@jacksongov.org
Title:	Chief of Operations	Phone:	816-881-3369

Budget Information	
Amount authorized by this legislation this fiscal year:	\$70,000
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$70,000
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4152 (Criminal Prosecution)	56661 (Software Purchases)	\$70,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20692	June 9, 2021
19921	August 8, 2016
16978	August 17, 2009

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Sole Source
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Sole Source	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

Submitted by Prosecuting Attorney requestor: Gina Robinson on 11/15/2023. Comments:

Approved by Department Approver Gina Robinson on 11/15/2023 12:26:40 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 11/16/2023 9:58:25 AM. Comments: Two Things: Please reference Chapter 10 Section 1030.1 as the justification in the Request Summary; and you are requesting \$70,000 and your attached documentation only states \$38,125 - you will need to explain the additional amount (\$31,875) you are requesting

Submitted by Requestor Gina Robinson on 11/16/2023 10:40:46 AM. Comments:

Approved by Department Approver Gina Robinson on 11/16/2023 10:47:33 AM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 11/16/2023 10:54:26 AM. Comments: Please make the reference to Chapter 10 as 1030.1

Submitted by Requestor Gina Robinson on 11/16/2023 10:58:12 AM. Comments: Made correction to reflect Chapter 1030.1

Approved by Department Approver Gina Robinson on 11/16/2023 11:02:52 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 11/16/2023 11:16:18 AM. Comments:

Returned for more information by Compliance Office Approver Ikeela Alford on 11/16/2023 11:37:29 AM. Comments: Vendor not in compliance. Instructions for vendor will be emailed to department

Submitted by Requestor Gina Robinson on 11/20/2023 4:44:17 PM. Comments: The vendor expressed that they have submitted the Certificate of Compliance today (11/20/23).

Approved by Department Approver Gina Robinson on 11/20/2023 4:47:21 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 11/21/2023 9:01:40 AM. Comments:

Returned for more information by Compliance Office Approver Ikeela Alford on 11/21/2023 9:34:56 AM. Comments: Vendor not in compliance. CRO will notify department when vendor is in compliance.

December 4, 2023

eRLA #1,164

Page 3 of 3

Submitted by Requestor Gina Robinson on 11/30/2023 11:29:10 AM. Comments: Vendor is now in compliance.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

JACKSON COUNTY PROSECUTOR'S OFFICE-MO

LICENSE AGREEMENT FOR



PROSECUTORbyKarpel® & HOSTEDbyKarpel®

TABLE OF CONTENTS

1.	INVESTMENT SUMMARY AND PRICING	3
1.1	Payment Terms	4
2.	ANNUAL SUPPORT	4
2.1	TECHNICAL SUPPORT FEES.....	4
2.2	SERVICE LEVEL COMMITMENT.....	6
3.	OWNERSHIP OF INTELLECTUAL PROPERTY.....	7
4.	CLIENT RESPONSIBILITIES & OBLIGATIONS.....	7
5.	LICENSE TERMS AND USE.....	8
6.	WARRANTY.....	9
7.	LIMITATION OF LIABILITY	11
8.	TERMINATION	11
9.	NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS	12
10.	MISCELLANEOUS.....	13

This License Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and Jackson County (hereinafter referred to as “Client”) is hereby entered into between the parties with respect to one or more of Karpel Solutions’ copyrighted software program(s) known as PROSECUTORbyKarpel®, and/or HOSTEDbyKarpel® (hereinafter referred to as “the Software Program(s)”).

1. INVESTMENT SUMMARY AND PRICING

Karpel Solutions will grant to Client a license to use the Software Program(s) as set forth herein in exchange for payment as follows:

Description	Quantity	Price	Total Cost
PBK Annual Hosting	125	\$100	\$12,500
PBK Annual Hosted eDiscovery (per user per year)	125	\$125	\$15,625
PBK Hosted Additional Storage- Estimate (2TB Free per contract)	0	\$500	\$0
PBK External Agency & eSubpoena	1	\$10,000	\$10,000
Total			\$38,125

This pricing is based upon the following terms and conditions:

1. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client’s responsibility.
2. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client’s storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client’s bill at the rate(s) set forth in the Cost Sheet. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
3. Client agrees to pay Karpel Solutions for any materials purchased for Client’s use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation.
4. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of \$1,000 to compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon termination of this Agreement.

1.1 Payment Terms

Annual fees for the Agreement are due and payable on the first of the month following execution of this Agreement and each year thereafter, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in “Termination” below.

TERM. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one (1) year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client’s intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions, though Karpel Solutions will provide Client with at least ninety (90) days’ notice of any pricing change prior to the renewal date.

SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but not limited to, any attorneys’ fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client’s account.

2. ANNUAL SUPPORT

2.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at Client’s discretion. Client’s license to use the Software Program(s) is not dependent upon Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the Software Program(s), unless the updates are purchased by Client. Provided Client’s computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the term of the Agreement. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

2.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software Program(s) provided, including ongoing unlimited telephone technical support problem determination and resolution.

2.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

2.1.3 INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live, allowing Karpel Solutions to provide the needed support to meet the service level agreement.

2.1.4 RESPONSE TIMES

Karpel Solutions will be responsive and timely to technical support calls/inquires made by Client. Client will first make support inquires through their qualified system administrators to assure the policies and business practices of Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time as follows:*

**If the remote support tool is not installed or available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.*

Severity Level 1 shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by Client.

Severity Level 2 shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by Client.

Severity Level 3 shall be defined as a minor problem that exists with the Software Program(s) but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software Program(s), unless otherwise authorized in writing by Client.

General Assistance: For general Software Program(s) support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day.

2.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance including, but not limited to, routine, preventative or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular and validated backup of Client Content and Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure

government cloud policies and procedures to protect the integrity and security of the Software Program(s).

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

3. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.

4. CLIENT RESPONSIBILITIES & OBLIGATIONS

PASSWORD PROTECTION AND USER REQUIREMENTS. Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION**. Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Cost Sheet may access the Software Program(s). Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.

RESTRICTIONS ON USE. Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code,

algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).

SUSPENSION OF ACCESS. Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

5. LICENSE TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. They are licensed (not sold) and are licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated Documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the Software Program(s). A separate license of the Software Program(s) is required for each authorized user or employee. Each license of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).

Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and licenses of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records or other information that relate to the use of the Software Program(s). Such audit will not unreasonably interfere with Client's activities.

In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable

cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

3. This license does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.
4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are licensed for single installations of one full time employee or two part-time employees as set forth above. A separate license is required for each installation of the Software Program(s). Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.
5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and Services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, as to the quality of or the ability of software developed

by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by Client.

2. INTERNET: Karpel Solutions makes the Software Program(s) available to Client through the Internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from: (i) Client's failure to use any new or corrected versions of the Software Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that authorized in this Agreement, (iii) use of the Software Program(s) in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.
6. EXCLUSIVE REMEDIES: If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.

7. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO CLIENT SHALL BE LIMITED TO THE LESSER OF: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE THIRTY (30) DAY PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT AGREES THAT CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS, AND CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH INSURANCE PROCEEDS IN FULL SATISFACTION OF SUCH CLAIM(S).**

8. TERMINATION

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for a reasonable period of time so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY. Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained

or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT. In addition to the Data Collection Fee set forth in the Cost Sheet due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within thirty (30) days of that invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

9. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES. Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information to the extent caused by Client's own negligence, misconduct, or fault.

DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested should the disclosing party wish to seek such a protective order.

INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

10. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing and will be deemed to have been properly given if delivered personally or if sent by: (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Jeff Karpel
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
karpel@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum *non conveniens* in such court(s).

MODIFICATION AND WAIVER. Any modifications to this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed.

FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason

of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security and protective measures, and/or adequate backup contingency plans.

ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. Both parties agree that a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity, an electronic document that contains a signature or USERID is a signed writing, and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

MARKETING. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Provided Karpel Solutions is not in violation of

the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on the date set forth below. This License Agreement constitutes the entire agreement between the parties, superseding all prior written and oral agreements. Prior to acceptance of this License Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Jackson County

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Mailing Contact:

Mailing Address:

Billing Contact:

Phone Number: _____

Email Address: _____

Billing Address:

Tax Exempt? No Yes ***If yes, please attach copy of tax exempt certificate***

JACKSON COUNTY PROSECUTOR'S INTEROFFICE MEMORANDUM

TO: MS. BARBARA CASAMENTO
FROM: GINA ROBINSON, CHIEF OF OPERATIONS
SUBJECT: REQUEST FOR SOLE SOURCE CONTRACT WITH KARPEL SOLUTIONS
DATE: NOVEMBER 15, 2023
CC: JEAN PETERS BAKER, PROSECUTING ATTORNEY

Ms. Casamento:

As a follow-up to our previous discussion, the Jackson County Prosecutor's Office is seeking authorization to enter into an agreement with an existing vendor, KARPEL Solutions, as a sole source provider for an expanded discovery production add-on feature to enhance our case management system. Our existing agreement with the Missouri Office of Prosecution Services was established to provide assistance in the development, support, and maintenance of automated case management and criminal history reporting systems, which have been approved by the Prosecutors Coordinators Training Council as the standard used by prosecuting attorneys and circuit attorneys in the State of Missouri. This agreement currently authorizes licenses for approximately 125 users within the Jackson County Prosecutor's Office, where all our case data is managed through KARPEL Solutions.

Starting in FY23, we are seeking to expand this contract to include cloud storage and maintenance services. This additional feature will enable us to expand our storage capacity for discovery materials, including digital media and dash camera videos from various law enforcement agencies. Furthermore, it will grant us the capability to issue subpoenas electronically. The projected cost for the first year of hosting is not to exceed \$70,000, with an option for two (2) renewals. Funding for this contract has been allocated in the following account:

Account Number: 008-4152-56661 Budget Category: Software Purchases

We appreciate your consideration of this request.

If you need any further information, please let me know.

Sincerely,

/s/ Gina Robinson
Chief of Operations
Jackson County Prosecutor's Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION honoring the life and achievements of Mary Jane Grimaldi who passed away November 25, 2023.

RESOLUTION NO. 21499, December 6, 2023

INTRODUCED BY DaRon McGee, Megan L. Marshall, Jalen Anderson, Donna Peyton, Manuel Abarca IV, Venessa Huskey, Charlie Franklin, Jeanie Lauer, and Sean E. Smith, County Legislators

WHEREAS, Mary Jane Grimaldi, or Jane as she was known to all who loved her, was born on December 29, 1923, in Little Rock, Arkansas, and passed away November 25, 2023, just shy of her 100th birthday; and,

WHEREAS, Jane was a devout Roman Catholic, a dedicated homemaker, and an unwavering supporter of various charitable organizations, including volunteering with the Ladies of Charity of Metropolitan Kansas City, serving the poor at Seton Center, feeding the hungry at Our Lady of Perpetual Help (Redemptorist) Church, giving emotional support and volunteer service to Birthright of Kansas City, Missouri Right to Life, the Vitae Foundation, and Serra International, just to name a few; and,

WHEREAS, Jane, alongside her late husband, Frank Grimaldi, who passed away in 2010, lived a life rooted in Kansas City, leaving an indelible mark on the community through their contributions and generosity; and,

WHEREAS, Jane was an outstanding student, attending St. Andrew's Cathedral School in Little Rock, Holy Angels Academy in Jonesboro, Arkansas, and Mount St. Mary Academy in Little Rock, where she was a standout scholar, president of her senior class,

president of the Press Club, editor of The Mount school newspaper, editor of the yearbook and member of the Quill and Scroll Society, holding an interest in journalism that may have inspired four of her sons to earn journalism degrees; and,

WHEREAS, Jane met her future husband, Frank, when she was a student at Mount St. Scholastica College and Frank was a student at St. Benedict's College, both in Atchison, Kansas; and,

WHEREAS, after marrying on October 28, 1948, the couple settled in Kansas City, Missouri, where Frank began a lifelong practice of architecture; and,

WHEREAS, Jane is survived by her devoted sons and daughters-in-law, Michael (Carol), Tom (Mary), and Gerard (Julie) of Kansas City, Missouri; James (Niki Collins) of Washington, D.C.; daughter, Margaret Mary "Meg" Braun of Topeka, Kansas, along with 23 grandchildren, seven great-grandchildren, and numerous nieces and nephews; and,

WHEREAS, Jane had a special devotion to the Blessed Virgin Mary, turning to the Mother of God for intercession at times of deepest need, particularly at the passing of her daughter Mary Maura and grandson Cody Nichols; and,

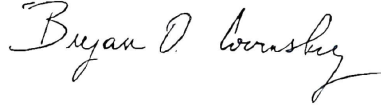
WHEREAS, Jane's life was marked by profound love, resilience, and faith, with her enduring spirit leaving an everlasting impact on all those fortunate enough to have known her; and,

WHEREAS, the Jackson County community joins in expressing its condolences to the Grimaldi family on the passing of their beloved matriarch, a woman of grace, compassion, and dedication to the betterment of society; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature hereby honors and remembers the life, achievements, and contributions of Mary Jane Grimaldi and expresses its hope that her legacy of love, compassion, and service continue to inspire generations to come.

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

APPROVED AS TO FORM:



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21499 of December 6, 2023, was duly passed on _____, 2023 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 authorizing the Jackson County Legislature to hold a closed meeting on Wednesday, December 6, 2023, for the purpose of conducting privileged and confidential communications under section 610.021(12) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 21500, December 6, 2023

INTRODUCED BY DaRon McGee, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Wednesday, December 6, 2023, 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,

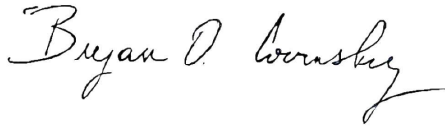
WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications concerning documents related to a negotiated contract that has not been executed; and,

WHEREAS, such closed meeting is allowable under section 610.021(12) 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 Wednesday, December 6, 2023, pursuant to section 610.021(12), 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:



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21500 of December 6, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature