



Jackson County Health Department

June 23-30, 2021

COVID-19	JACOHD	Totals by Week:
Data	<ul style="list-style-type: none"> • Total Cases – 40,141 <ul style="list-style-type: none"> ○ Confirmed – 32,409 ○ Probable – 7,732 • Total Deaths – 540 	<ul style="list-style-type: none"> ○ Cases – 360 ○ Deaths – 3
**More in depth data can be found on the JACOHD dashboard .		
Current Outbreaks	SMYM Youth Camp – 42 Camp Summit – 17	**Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last case of COVID-19, and are thus removed from the list.
JACOHD/Jackson County Vaccine Data	JACOHD Jackson County <ul style="list-style-type: none"> • Total doses administered – 74,350 • 40.9% of Jackson County residents have initiated vaccination; 36.5% have completed vaccination <ul style="list-style-type: none"> ○ Jackson County’s population: 383,230 • 156,912 first doses have been administered; 287,839 total doses have been administered 	
**Jackson County vaccine data can be found here .		
JACOHD/TMC Sponsored Testing	Tuesday, July 6, 2021 10 a.m. - 2 p.m. – 1300 NE Legacy Park Dr. Lee’s Summit Wednesday, July 7, 2021 10 a.m. - 2 p.m. – 1300 NE Legacy Park Dr. Lee’s Summit	
	Symptomatic Testing: Call 816-404-CARE	
JACOHD Vaccine Clinics	Thursday, July 1, 2021 8:15 a.m. – 4 p.m. – Grandview, The View 9:30 a.m. – 3:30 p.m. – CJCFPD Fire & EMS Education Center, Blue Springs Friday, July 2, 2021 9:30 a.m. – 3:30 p.m. – Joel Dean Hitt Park, Greenwood 4 p.m. – 7 p.m. – Inter City FPD, Blue Summit Tuesday, July 6, 2021 12 p.m. – 6 p.m. – Raytown Library Wednesday, July 7, 2021 12 p.m. – 3:30 p.m. – ICNA Relief Distribution Center, Raytown Tuesday-Friday, July 6-9, 2021 8:15 a.m. – 3:30 p.m. – JACO Health Department	
Walk-ins welcome, appointments preferred. All Missourians over the age of 12 are eligible for vaccination. Residents can visit jacohd.org/events to find and book a COVID-19 vaccination appointment.		
PPE Supply	The supply rate meets the demand rate.	
Testing Supply	The health department is testing symptomatic and asymptomatic individuals at traveling clinics in EJC several days a week.	
JCDC Testing	This outbreak is now closed. JACOHD is continually working with JCDC on reporting and investigation.	
Weekly Regional Coordination Meetings	Health Care Coalition Steering Committee Meeting, Public Health Risk Communication Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource Section Support Meeting, Community Organizations Active in Disaster Meeting	



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

July 2 – July 8, 2021

07-02-2021 Friday

NO MEETINGS –

07-05-2021 Monday

INDEPENDENCE DAY – COUNTY HOLIDAY

07-06-2021 Tuesday

NO ANTI-CRIME, INTER-GOVERNMENTAL
AFFAIRS, FINANCE & AUDIT, LAND USE, RULES,
OR SITE PREPARATION OVERSIGHT COMMITTEE
MEETINGS

9:35 A.M.

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

9:40 A.M.

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

9:50 A.M.

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

9:55 A.M.

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

The Budget Committee will have a public hearing on
Ordinance #5524.

10:00 A.M.

**LEGISLATIVE MEETING –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area**

Closed meeting per Resolution #20709

- 2:05 P.M. Bid Opening – Purchasing Department –
Hila “Dutch” Newman Legislative Conference Room
415 East 12th Street, 2nd Floor, Kansas City, MO
- 07-07-2021 Wednesday 10:00 A.M. Board of Equalization Procedural Meeting conducted by
teleconference.
Historic Truman Courthouse, 112 West Lexington Avenue,
2nd Floor, Independence, MO
You can access audio at the time of the hearing by dialing
888-398-2342, Access Code 8640172
- 07-08-2021 Thursday 10:00 A.M. COMBAT Commission Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area.
The meeting will be held via Zoom. For more information
contact, Vince Ortega at vortega@jacksongov.org or
LaTasha Bunting at lbunting@jacksongov.org.

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Tuesday, July 6, 2021, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 20709, July 6, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Tuesday, July 6, 2021, during the regularly scheduled meeting of the Legislature; and,

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

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

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

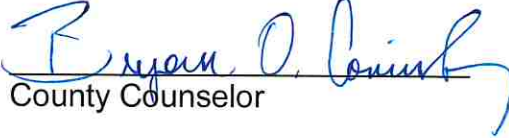
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Tuesday, July 6, 2021, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20709 of July 6, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the lease and purchase of golf course maintenance equipment for use by the Parks + Rec Department to Professional Turf Products of Lenexa, KS, and PNC Equipment Finance, LLC, of Cincinnati, OH, at a cost in 2021 of \$39,489.00 and a total five-year cost in the amount of \$196,441.50, under the terms and conditions set forth in the OMNIA Partners - City of Mesa Contract No. 2017025, an existing government contract, and declaring certain existing equipment as surplus personal property and authorizing its disposal by way of trade-in.

RESOLUTION NO. 20710, July 6, 2021

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department requires golf course maintenance equipment to replace worn-out and outdated equipment and requests the surplus and trade-in of existing equipment that has exceeded its useful life; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a contract for this equipment to Professional Turf Products of Lenexa, KS under the terms and conditions of set forth in the OMNIA Partners - City of Mesa Contract No. 2017025, an existing, competitively bid government contract; and,

WHEREAS, the Director of Finance and Purchasing further recommends award of the lease/purchase financing of the equipment to PNC Equipment Finance, LLC, of Cincinnati, OH, also pursuant to the OMNIA Partners contract; and,

WHEREAS, the Director of Finance and Purchasing recommends the purchases under

the terms and conditions set forth in City of Mesa Contract No. 2017025, an existing government contract, due to the volume discounts offered to large entities; and,

WHEREAS, pursuant to section 1142. of the County Code, the Director of Finance and Purchasing recommends that the obsolete golf course maintenance equipment listed on the attached documentation be declared surplus and used as trade-ins for the purchase of new equipment; 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 existing golf course maintenance equipment listed on the attached documentation be and hereby are declared surplus personal property and that the Director of Finance and Purchasing be and hereby is authorized to dispose of said personal property by way of trade-in, as recommended; and,

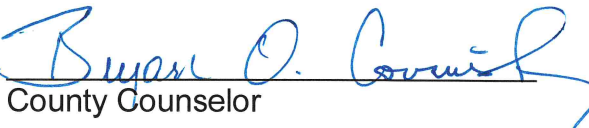
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20710 of July 6, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____
Abstaining _____ Absent _____

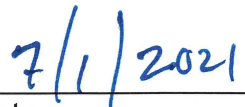
Date

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: 300 1666 56790
ACCOUNT TITLE: Park Enterprise Fund
Fred Arbanas Golf Course
Other Contractual Services
NOT TO EXCEED: \$39,489.00

Funds sufficient for this expenditure in future years are subject to appropriation in the 2022 and future years' annual budgets.



Date



Chief Administrative Officer



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus: January 13, 2021		Date Transfer Received:	
Department Name: Parks -Jacomo Marina Department Code: 1666		Department Transferring Asset:	
Point of Contact: Bob McMillin Phone Number: 816-564-1539		Department Receiving Asset:	
Please Check: Select only one		Receiving Department Contact:	
<input checked="" type="checkbox"/> Surplus <input type="checkbox"/> Transfer		Receiving Department Phone Number:	

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
	M147	72" Mower	T	1995	Toro	30782-70639	20	5/1/1995	
	M061	72" Mower	T	1995	Toro	30716-59376	20	5/1/1995	
	M147	Bunker Rake	T	1998	John Deere	MO1200A929396	20	5/1/1998	
	M148	Bunker Rake	T	1998	John Deere	MO1200A928327	20	5/1/1998	
		Greens Mower	T	2008	Jacobsen	6228805316	10	5/1/2008	
	T3412	Tractor	T	2001	John Deere	LB4700P275816	20	5/12001	
	M3851	Greens Mower	T	2012	John Deere	1TC250BGVBT050411	8	5/1/2012	

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.

** Refer to Asset Subclass Listing.

1. User Department send to Finance Department

Request for Legislative Action

Res. No: 20710
Sponsor: Tony Miller
Date: July 6, 2021

Completed by County Counselor's Office			
Action Requested:		Res.Ord No.:	20710
Sponsor(s):	Tony Miller	Legislature Meeting Date:	7/6/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Authorize the Lease/Purchase of Golf Course Maintenance Equipment for the Parks + Rec Department to Professional Turf Products of Lenexa Kansas under the terms and conditions set forth in the OMNIA Partners - City of Mesa Contract #2017025, an existing government contract with financing carried by PNC Equipment Finance of Horsham Pennsylvania and declaring certain personal property as surplus and authorizing its disposal pursuant to Chapter 11 of the Jackson County Code.

Request Summary										
<p>The Parks + Rec Department is requesting approval to lease/purchase golf course maintenance equipment for the Fred Arbanas Golf Course and request that certain personal property be declared as Surplus and the disposal of that property be authorized. The surplus personal property to be utilized as a trade-in, applying a discount on the purchase price of the new golf course maintenance equipment.</p> <table><tr><td>Description</td><td>Professional Turf Products, Lenexa KS</td></tr><tr><td>Cost of Equipment</td><td>\$180,676</td></tr><tr><td>Destination</td><td>\$4,517</td></tr><tr><td>Less Trade In</td><td>\$8,500</td></tr><tr><td>Net Equipment Cost</td><td>\$176,693</td></tr></table> <p>Annual Payment to PNC Finance \$39,238.10</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Parks + Rec Department is requesting approval of the lease/purchase of golf course maintenance equipment for the Fred Arbanas Golf Course from Professional Turf Products of Lenexa KS, under the terms and conditions of the OMNIA Partners - City of Mesa Contract #2017025 an existing government contract with financing carried by PNC Equipment Finance of Horsham Pennsylvania.</p> <p>Pursuant to Chapter 11 of the Jackson County Code, the Parks + Rec Department is requesting unusable personal property declared surplus and unusable.</p> <p>Five year Lease/Purchase: Annual Payment \$39,238.10; Five year total cost \$196,441.50 (including \$250 financing fee in year 1 and \$1 buy out fee in year 5) subject to appropriation of annual budget.</p> <p>First year payment \$39,238.10 + \$250 financing fee = \$39,488.10 Year 5 payment \$39,238.10+ \$1.00 = \$39,239.10</p>	Description	Professional Turf Products, Lenexa KS	Cost of Equipment	\$180,676	Destination	\$4,517	Less Trade In	\$8,500	Net Equipment Cost	\$176,693
Description	Professional Turf Products, Lenexa KS									
Cost of Equipment	\$180,676									
Destination	\$4,517									
Less Trade In	\$8,500									
Net Equipment Cost	\$176,693									

Request for Legislative Action

Contact Information			
Department:	Parks + Rec	Submitted Date:	6/14/2021
Name:	Dianne L. Kimzey	Email:	DKimzey@jacksongov.org
Title:	Deputy Director of Enterprise Operations	Phone:	816-503-4825

Budget Information			
Amount authorized by this legislation this fiscal year:			\$39,489
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$39,489
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
300 (Park Enterprise Fund)	1666 (Fred Arbanas Golf Course)	56790 (Other Contractual Services)	\$39,489

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

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:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
Not Applicable	
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

History

Dianne L. Kimzey at 6/14/2021 12:33:57 PM - [Submitted |]Department Director: Michele Newman at 6/14/2021 3:00:38 PM - [Approved |]Department Director: Barbara J. Casamento at 6/14/2021 4:16:20 PM - [Returned for more information | Need a contract document that explains the quote; showing how much the leasing company is allowed to charge]Department Director: Dianne L. Kimzey at 6/17/2021 2:21:24 PM - [Submitted | Added payment amortization schedule 6-17-21]Department Director: Michele Newman at 6/18/2021 7:57:56 AM - [Approved |]Department Director: Barbara J. Casamento at 6/21/2021 8:27:31 AM - [Returned for more information | Please have them add the quote number and the contract number to the Amortization Sheet]Department Director: Dianne L. Kimzey at 6/21/2021 3:30:58 PM - [Submitted | Added updated amortization schedule with quote # and contract #. 6-21-21]Department Director: Michele Newman at 6/21/2021 6:58:32 PM - [Approved |]Department Director: Barbara J. Casamento at 6/22/2021 8:38:42 AM - [Approved |]Department Director: Jaime Guillen at 6/22/2021 9:56:47 AM - [Approved |]Department Director: Mark Lang at 6/22/2021 4:50:26 PM - [Returned for more information | According to what is shown in the "Request Summary" the year one payment is \$39,489. This number should be the one reflected in the "Budget Information" and the "Single Source Funding" sections of the "Budget Info" tab.]Department Director: Dianne L. Kimzey at 6/22/2021 5:18:35 PM - [Submitted | Modified budget summary to include 1st year +\$250 financing fee.]Department Director: Michele Newman at 6/22/2021 6:18:59 PM - [Approved |]Department Director: Barbara J. Casamento at 6/23/2021 8:26:11 AM - [Approved |]Department Director: Katie M. Bartle at 6/23/2021 9:04:27 AM - [Approved |]Department Director: Mark Lang at 6/23/2021 11:38:04 AM - [Approved | The fiscal note has been attached.]Department Director: Sylvya Stevenson at 6/23/2021 2:08:15 PM - [Approved |]



Professional Turf Products, L.P.

10935 Eicher Dr
 Lenexa, Kansas 66219
 Mark Newton, CGCS
 (913) 449-8238
 newtonm@proturf.com



Count on it.



Ship To	Fred Arbanas Golf Course At Longview Lakes	Date:	6/8/2021
Quotation	OMNIA Partners Cooperative - Credit Cards Not Accepted	Tax Rate	
Contact	Woody Moriarty	Destination	2.50%
Address	11100 View High Dr., Kansas City, MO 64134-4124	Trade-In	\$8,500.00
		Finance	PNC Equipment Finance
Phone	(816) 520-6066	Account Type	Contract: OMNIA Partners - City of Mesa
Email	imoriarty@jacksongov.org	QMS: ID	Q76045
Comments:	OMNIA Partners - City of Mesa Contract #2017025; Participating Agency #5170770. Pricing based on additional support from Toro on the condition that entire package presented is agreed upon with intent to lease/purchase. Finance Proposal is based upon a Conditional Sales Contract (CSC) that is a \$1 buyout, purchaser owns equipment at end of term. Quote valid for 30 days, all applicable Property/Sales Tax omitted from proposal.		

Finance Proposal - Conditional Sales Contract (CSC) \$1 Buyout

Qty	Model #	Description	60 Month	Selling Price	MSRP List Price
2	04510	Greensmaster TriFlex 3300 Hydraulic			
6	04655	14 Blade Cutting Unit			
2	04646	Spring Loaded Rear Roller Scraper (Set of 3)			
6	04255	Narrow Wiehle Roller (One roller)			
2	30042	400 Hour Maintenance Kit: GR3300			
		Greensmaster TriFlex 3300 Hydraulic		\$ 70,290.83	\$ 100,019.34
1	41188	Multi Pro 1750			
11	120-0704	White 0.80 gpm nozzle @ 40 PSI			
11	120-0705	Light Blue 1.00 gpm nozzle @ 40 PSI			
11	121-5062	Cap and Gasket for AI Turbo TwinJet			
1	100-6991	30 Mesh Suction Filter			
1	100-8642	50 Mesh Suction Filter			
1	136-0457	Finish Kit, Foam Marker			
1	133-0384	30 Mesh Pressure Filter			
11	117-5837	White 0.80 gpm asm (nozzle + cap + gasket)			
1	41249	Foam Marker Kit			
1	131-3751	Multi Pro MVP Kit			
1	41159	Electric Hose Reel Kit (KZ Valve)			
		Multi Pro 1750		\$ 35,580.31	\$ 52,535.92
1	30807	Groundsmaster 3500-D			
1	44963	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018 And Up)			
		Groundsmaster 3500-D		\$ 34,617.51	\$ 47,576.12
1	08743	Sand Pro 3040			
1	08714	Manual Blade (40 Inch)			
1	08751	Tooth Rake			
1	30035	400 Hour Filter Maintenance Kit			
		Sand Pro 3040		\$ 15,797.95	\$ 25,450.23
1	07384	Workman HDX - 2WD (Kubota Gas)			
1	30248	MVP Kit 400 Hour			
		Workman HDX - 2WD (Kubota Gas)		\$ 24,389.04	\$ 33,524.00
1	4700	2001 John Deere #LB4700P275816			
1	2500B	2012 John Deere #1TC250BGVBT050411			
1	GK IV	2008 Jacobsen #6228805316			
1	GM325-D	1995 Toro #30782-70639			
1	GM325-D	1995 Toro #30716-50376			
1	1200A	1998 John Deere #M01200A929396			
1	1200A	1998 John Deere #M01200A928327			
		Partner Trade Program		\$ (8,500.00)	

	Annual Payment CSC Lease	Outright Selling Price	MSRP List Price
Annual Payments (CSC)	\$	\$ 180,675.64	\$ 259,105.61
Destination	\$	\$ 4,516.89	\$ -
Trade Value	\$	\$ (8,500.00)	\$ -
Tax (Estimated)	\$	\$ -	\$ -
TOTAL	\$ 39,238.10	\$ 176,692.53	\$ 259,105.61

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times that we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time will be determined once credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. Payments by Credit Card are subject to convenience fee.
5. After 30 days all prices are subject to change without notice.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

Compound Period: Monthly

Nominal Annual Rate: 5.163%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	6/15/2021	176,692.53	1		
2 Payment	7/15/2021	39,238.10	5	Annual	7/15/2025

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	6/15/2021				176,692.53
1	7/15/2021	39,238.10	760.19	38,477.91	138,214.62
2021 Totals		39,238.10	760.19	38,477.91	
2	7/15/2022	39,238.10	7,307.03	31,931.07	106,283.55
2022 Totals		39,238.10	7,307.03	31,931.07	
3	7/15/2023	39,238.10	5,618.92	33,619.18	72,664.37
2023 Totals		39,238.10	5,618.92	33,619.18	
4	7/15/2024	39,238.10	3,841.57	35,396.53	37,267.84
2024 Totals		39,238.10	3,841.57	35,396.53	
5	7/15/2025	39,238.10	1,970.26	37,267.84	0.00
2025 Totals		39,238.10	1,970.26	37,267.84	
Grand Totals		196,190.50	19,497.97	176,692.53	

Jackson County Parks & Rec - Fred Arbanas GC Equipment; Q76045; OMNIA City of Mesa #2017025:
Participating Agency #5170770

Compounding Period: Monthly

Nominal Annual Rate: 5.163%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	06/21/2021	176,692.53	1		
2 Payment	07/21/2021	39,238.10	5	Annual	07/21/2025

TValue Amortization Schedule - Normal, 365 Day Year

Date	Payment	Interest	Principal	Balance
Loan 06/21/2021				176,692.53
1 07/21/2021	39,238.10	760.19	38,477.91	138,214.62
2021 Totals	39,238.10	760.19	38,477.91	
2 07/21/2022	39,238.10	7,307.03	31,931.07	106,283.55
2022 Totals	39,238.10	7,307.03	31,931.07	
3 07/21/2023	39,238.10	5,618.92	33,619.18	72,664.37
2023 Totals	39,238.10	5,618.92	33,619.18	
4 07/21/2024	39,238.10	3,841.57	35,396.53	37,267.84
2024 Totals	39,238.10	3,841.57	35,396.53	
5 07/21/2025	39,238.10	1,970.26	37,267.84	0.00
2025 Totals	39,238.10	1,970.26	37,267.84	
Grand Totals	196,190.50	19,497.97	176,692.53	

Last interest amount increased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.281%	\$19,497.97	\$176,692.53	\$196,190.50



December 9, 2019

Lease Number xxxxxxx-x

Sample

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease - Purchase Agreement - Please have the Authorized Signor execute the documents and provide their title.
- Opinion of Counsel - Please have your attorney sign and provide the name of the law firm, if applicable.
- Certificate of Acceptance - At the point of delivery, fill out this form and return the original to us. We will not be unable to disburse funds until we receive this signed form.
- Resolution-Certificate of Incumbency - List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form - Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Sales Tax Exemption Certificate - Please return a copy with the documents.
- PNC Automatic Payment Authorization form: Optional.
- Minutes of Governing Body (approving the purchase & finance of equipment) - Please return a copy with the documents.
- Invoice for advance payment - Please send your check in the amount of \$250.00, made payable to PNC Equipment Finance, LLC.

Please return the documents to PNC Equipment Finance, LLC, Attn: Staysi Garcia Morillo 655 Business Center Dr, Horsham, PA 19044 in the postage paid envelope enclosed.

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned by January 9, 2020.

If you have any questions please contact me at (267) 960-4076 or email me at smorillo@leaserv.com.

Sincerely,

Staysi Garcia Morillo
Commercial Transaction Coordinator

Lease-Purchase Agreement

Dated as of (Date Prepared)

Lease Number: -Lease Number-

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME FEDERAL TAX ID
-Company Name-		-Fed Tax ID-		
-Address Line 1-		-Address Line 2-		
-City-	,	-State-		-Zip-

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for |-Lease Term-| months, with Rent payments due in _____ monthly; quarterly; semi-annual; annually; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
- DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the

Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for \$1.00 (plus all sales and other applicable taxes).
16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's

obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "as is, where is," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

|-Company Name-| |-Company Name2-|
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X _____
Authorized Signature

X _____
Authorized Signature

Print Name

Print Name

Title:

Title:

Date
|-Address Line 1-| |-Address Line 2-|
|-City-|, |-State-| |-Zip-|

655 Business Center Drive
Horsham, PA 19044

RESOLUTION AND CERTIFICATE OF INCUMBENCY Lease Number XXXXXX-X

Lessee: **SAMPLE**

Amount: XXXXX

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Name	Title
Name	Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **SAMPLE**

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

CERTIFICATE OF ACCEPTANCE

Lease Number XXXXXXXX-X

Quantity	Description	Serial No.
----------	-------------	------------

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement (“Lease”);
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the “Acceptance Date”), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee’s purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee’s statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

SAMPLE
 (“Lessee”)

X _____

Authorized Signature

Print Name

Title:

Date

December 9, 2019

SAMPLE

Lease Number: xxxxxx-x

RE: Insurance Coverage Requirements for Equipment Financing Transaction between PNC Equipment Finance, LLC and Lessee

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
----------	-------------	------------

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis or as set forth in the documents.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044



Lease # xxxxxxxx-x

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name:	Federal Tax ID Number:		
Invoices should be directed to:	Attention:		
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

<input type="checkbox"/> Monthly Invoice (Mail)	
Invoices should be directed to:	Attention:
Address	City:
<input type="checkbox"/> Monthly Invoice (Email)	Email:
Billing Contact:	

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
-----------------------	-------------

Email:



The undersigned hereby irrevocably authorizes and directs **PNC EQUIPMENT FINANCE, LLC ("PNCEF")** and PNCEF's parent company, **PNC BANK, NATIONAL ASSOCIATION ("PNC Bank")**, to initiate debit entries for payments on our lease and loan obligations with PNCEF to our Checking Account indicated below, at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. We acknowledge that the origination of ACH transactions to our account must comply with the provisions of U. S. law. The undersigned acknowledges and agrees that, to the extent there are insufficient funds in any such account to pay the required amounts when due, the undersigned shall immediately pay to PNCEF all sums remaining unpaid. This authorization supplements, and does not limit, PNCEF's rights under the undersigned's lease agreement or loan agreement and other documents evidencing or securing the obligations to PNCEF.

A. CUSTOMER INFORMATION:

Customer Name(s)	Customer Number
------------------	-----------------

B. DEPOSIT ACCOUNT INFORMATION:

Checking

Savings

Account Number :

Routing / ABA :

Name on Checking / Savings Account:

Bank Name:

Bank Address:

***Note: If not a PNC bank account, please return a copy of a voided check with this form.*

I WISH TO RECEIVE MONTHLY INVOICES FOR NOTIFICATION PURPOSES: YES NO

Each person signing below is authorized to make this request, and PNCEF and PNC Bank are entitled to rely conclusively on the above authorization until this authorization is terminated by PNCEF or the undersigned.

Customer: SAMPLE

Signature

X

Print Name

Title

Date

PNC Equipment Finance, LLC a Delaware limited liability company (“PNC”), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- Inside city limits Outside city limits Unincorporated area

Property Tax

- I have a valid abatement or property tax exemption (documentation attached).
- Location: State _____
 Taxing District _____

Additional comments:

Lease Number XXXXXXX-X

Lessee: SAMPLE

Signature:

X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM

Jackson County, Missouri

AFFIDAVIT

STATE OF TEXAS)
) SS.
COUNTY OF TARRANT)

DAVID LAU of the City of EULESS
County of TARRANT State of TEXAS being duly sworn on her or his oath, deposes and says;

1. That I am the CFO (Title of Affiant) of PROFESSIONAL TURF PRODUCTS, LP (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.

2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).

3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.

4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.

5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List

7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

PROFESSIONAL TURF PRODUCTS, LP
(Name of Bidder)

By: [Signature] (Signature of Affiant)

CFO (Title of Affiant)

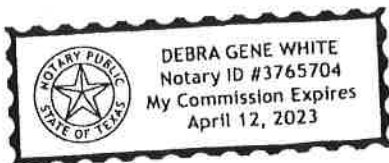
Subscribed and sworn to before me this 17th day of January, 2022

[Signature]

NOTARY PUBLIC in and for the County of TARRANT (SEAL)

State of Texas

My Commission Expires: 4/12/2023





Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: RFP#2017025

RFP Issued: October 25, 2016

Pre-Proposal Date: November 15, 2016

Response Due Date: December 14, 2016

Proposals Received: 3

Awarded to:



The City of Mesa, AZ Purchasing Division issued RFP#2017025 on October 25, 2016, to establish a national cooperative contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment.

The solicitation included cooperative purchasing language in the Scope of Work, #2 National Contract:

NATIONAL CONTRACT: The City of Mesa, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA) to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

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

- City of Mesa, AZ website
- National IPA 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
- The Herald News, IL

On December 14, 2016 proposals were received from the following offerors:

- Jacobsen Textron Company
- Harper Industries, Inc
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the Toro Company. The City of Mesa, AZ, National IPA and the Toro Company successfully negotiated a contract and the City of Mesa, AZ executed the agreement with a contract effective date of April 1, 2017.

Contract includes: Sports Fields and Grounds Equipment, Golf Course Maintenance Equipment, Related Equipment Parts, Used Equipment and Balance of Line to include: Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor, Site Works Systems and Boss Snow Removal Equipment Lines.

Value Added Services: Used Equipment, Financing Options and Smart Value Program volume incentive program.

Term:

Five year agreement beginning April 1, 2017 and ending March 31, 2022. Two (2) annual renewals are available through March 31, 2024.

Pricing/Discount:

Discount off Toro MSRP. Serviced and supported by local Toro distributors/dealers.

National IPA Web Landing Pages: www.nationalipa.org/Vendors/Pages/TheToroCompany.aspx

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for annual maintenance of the Ascend computer software for use by the Assessment Department to Aumentum Technologies of Chicago, IL, at an actual cost to the County in the amount of \$345,709.00, as a sole source purchase.

RESOLUTION NO. 20711, July 6, 2021

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Assessment Department has a continuing need for the maintenance of its Ascend computer software; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing has determined that this maintenance can be obtained from only one source, the manufacturing vendor, as the software requiring maintenance is of a proprietary nature; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the needed maintenance to Aumentum, Inc., d/b/a Aumentum Technologies (formerly Thomson Reuters) of Chicago, IL, at an actual cost to the County in the amount of \$345,709.00, as a sole source purchase; 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 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.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20711 of July 6, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

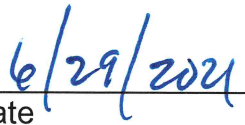
Absent _____

Date

Mary Jo Spino, Clerk of the 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: 045 1403 56662
ACCOUNT TITLE: Assessment Fund
Collections
Software Maintenance
NOT TO EXCEED: \$345,709.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. No: 20711
Sponsor: Charlie Franklin
Date: July 6, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20711
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	7/6/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the Purchase of Annual Software Maintenance Agreement pursuant to Jackson County Chapter 10, 1030.1, Sole Source, for use by the Collections Department from Aumentum (Thomson Reuters-Manatron) at a total cost to the County of \$345,709. This purchase is Sole Source due proprietary software maintenance.

Request Summary
The Annual Software Maintenance Agreement for the Collections Department ins expiring and needs to be renewed. The maintenance agreement supports critical applications necessary for County business. The software for the Annual Software Maintenance Agreement is considered a Sole Source purchase, as the maintenance can only be provided by the developer of the software.

Contact Information			
Department:	Collections	Submitted Date:	4/23/2021
Name:	Craig A. Reich	Email:	CReich@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3265

Budget Information			
Amount authorized by this legislation this fiscal year:	\$345,709		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$345,709		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
045 (Assessment Fund)	1403 (Collections)	56662 (Software Maintenance)	\$345,709

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20484	September 14, 2020

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:	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 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"> 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. 	

Request for Legislative Action

Craig A. Reich at 4/23/2021 2:50:19 PM - [Submitted |]
Department Director: Whitney S. Miller at 4/23/2021 3:18:56 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 4/23/2021 3:57:36 PM - [Approved |]
Audit: Jaime Guillen at 4/26/2021 9:16:05 AM - [Returned for more information | Vendor needs to apply for a Certificate of Compliance. Please contact compliance@jacksongov.org.]
Submitter: Craig A. Reich at 6/1/2021 10:42:20 AM - [Submitted | resubmit to see if compliance has been completed by vendor.]
Department Director: Whitney S. Miller at 6/2/2021 9:10:55 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 6/2/2021 9:24:10 AM - [Returned for more information | Please reference Section 1030.1 of Chapter 10 in summaryPlease remove decimals from summary]
Submitter: Craig A. Reich at 6/2/2021 11:24:32 AM - [Submitted | Removed decimal and referenced Chapter 10, 1030.1, Sole Source.]
Department Director: Whitney S. Miller at 6/4/2021 3:31:33 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 6/4/2021 3:42:51 PM - [Approved |]
Audit: Katie M. Bartle at 6/7/2021 9:13:22 AM - [Returned for more information | The vendor is not in compliance.]
Submitter: Craig A. Reich at 6/7/2021 11:22:44 AM - [Submitted | Compliance completed online by vendor]
Department Director: Whitney S. Miller at 6/7/2021 11:30:47 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 6/7/2021 1:48:23 PM - [Returned for more information | correct spelling on Reuters]
Submitter: Craig A. Reich at 6/7/2021 2:03:08 PM - [Submitted | Corrected spelling of Reuters]
Department Director: Whitney S. Miller at 6/7/2021 2:32:34 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 6/7/2021 4:34:13 PM - [Approved |]
Audit: Katie M. Bartle at 6/7/2021 10:14:51 PM - [Returned for more information | The vendor names in the RLA are Aumentum and Thompson Reuters-Manatron. The vendor names on the attached affidavit are Manatron Inc. and Aumentum. Aumentum and Thompson Reuters-Manatron are not in the Compliance Portal. Manatron is in DRAFT status and has never been issued a Certificate of Compliance. Please attach a Certificate of Compliance when sending this back through.]
Submitter: Craig A. Reich at 6/14/2021 10:11:19 AM - [Submitted | Checked Compliance Portal and Aumentum is now in compliance with an expiration date of 12/31/21.]
Department Director: Whitney S. Miller at 6/14/2021 11:27:59 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 6/14/2021 11:48:18 AM - [Approved |]
Audit: Katie M. Bartle at 6/14/2021 12:21:16 PM - [Approved |]
Finance (Budget): Mark Lang at 6/14/2021 1:03:27 PM - [Returned for more information | The numbers do not match on the "Budget Info" tab between the "Budget Information" and the "Single Source Funding" sections.]
Submitter: Craig A. Reich at 6/16/2021 2:19:46 PM - [Submitted | Corrected budget numbers]
Department Director: Whitney S. Miller at 6/16/2021 2:29:24 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 6/16/2021 2:54:39 PM - [Approved |]
Audit: Katie M. Bartle at 6/17/2021 9:04:36 AM - [Approved |]
Finance (Budget): Mark Lang at 6/17/2021 4:36:59 PM - [Returned for more information | The numbers still do not match. (345,709 vs. 345,705)]
Submitter: Craig A. Reich at 6/17/2021 4:50:39 PM - [Submitted | Updated numbers]
Department Director: Whitney S. Miller at 6/21/2021 8:56:27 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 6/21/2021 4:23:23 PM - [Approved |]
Audit: Katie M. Bartle at 6/21/2021 4:40:30 PM - [Approved |]
Finance (Budget): Mark Lang at 6/22/2021 10:55:12 AM - [Approved | The fiscal note has been
~~attached~~ attached 6/22/2021
Executive: Sylvia Stevenson at 6/22/2021 11:24:43 AM - [Approved |]



JACKSON COUNTY

Collection Department – Kansas City

415 East 12th Street, Suite 100
Kansas City, Missouri 64106
www.jacksongov.org

(816) 881-3232
Fax: (816) 881-3142

Memo

To: Craig Reich, Purchasing Senior Buyer

From: Karey Schulze, Collections Office Administrator

cc: Barbara Casamento, Purchasing Administrator
Whitney S. Miller, Director of Collections

Date: 02/24/21

Re: Aumentum (Thomas Reuters – Manatron) annual software maintenance

Please prepare a Request for Legislative Action for 2021 software maintenance for Aumentum (Thomson Reuters – Manatron) software used by the Departments of Assessment, Collection, Recorder of Deeds and Information Technology. Please see the attached invoice for breakdown of \$345,709.00 charge. Funding has been budgeted for 2021 in fund/account: 045-1403-56662-21. Also attached is the signed affidavit from Aumentum.

Invoice No. MN0000002066
Date 12/16/2020
Due Date 1/1/2021
Customer No. 2545055
Page 1 of 1



Bill To

JACKSON COUNTY IT DEPT
 MICHAEL OHLSON
 415 E 12TH ST RM G8
 KANSAS CITY, MO 64106-2706
 United States

Ship To

JACKSON COUNTY IT DEPT
 415 E 12TH ST RM G8
 KANSAS CITY, MO 64106-2706
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency	
	JAN-DEC	Start of Maint Period	HARRIS-US\$	
Item No	Description	Quantity	Unit Price	Amount
ASCEND-ASSMT-S	Ascend Assmt Admin Support: January 2021 to December 2021	1.00	315,764.00	315,764.00
ASCEND-PAYMENT-S	Ascend Payment Server Support: January 2021 to December 2021	1.00	4,317.00	4,317.00
ASCEND-STATEMENT-S	Ascend Statement Server Support: January 2021 to December 2021	1.00	4,317.00	4,317.00
ASCEND-WEBINQ-S	Ascend Web Inquiry Support: January 2021 to December 2021	1.00	6,982.00	6,982.00
NEWERA-S	New Era Spt for Ascend Client: January 2021 to December 2021	1.00	14,329.00	14,329.00
ASCEND-TREASURY-S	Ascend Treasury Mgmt Spt *INCLUDED*: January 2021 to December 2021	1.00	0.00	0.00

Remit To:
 Aumentum Technologies,
 a division of Manatron, Inc.
 PO Box 74008484
 Chicago, IL 60674-8484

Subtotal	345,709.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	345,709.00



Invoice Questions? Please call or email Renee Fuller at +1-269-388-2616 or
 Renee.Fuller@AumentumTech.com

Thank you for your business!

AFFIDAVIT

STATE OF California)
) SS.
COUNTY OF Ventura)

Ann Kurz of the City of Camarillo
County of Ventura State of California being duly sworn on her or his oath, deposes and says;

1. That I am the VP of Sales & mktg. (Title of Affiant) of Manatron Inc / Argumentum (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Manatron Inc / Argumentum Tech (Name of Bidder)

By: [Signature] (Signature of Affiant)

VP of Sales & Marketing (Title of Affiant)

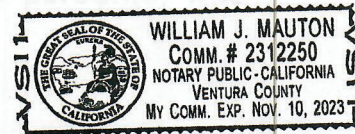
Subscribed and sworn to before me this 23 day of February, 2021

[Signature]

NOTARY PUBLIC in and for the County of Ventura (SEAL)

State of California

My Commission Expires: 11/10/2023



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend, for the furnishing of drug and alcohol testing, pre-employment physical examinations, and fitness for duty medical examinations for use by the Department of Corrections to Meritas Health Corp. of North Kansas City, Missouri, under the terms and conditions of Request for Proposals No. 15-21.

RESOLUTION NO. 20712, July 6, 2021

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids pursuant to Request for Proposals No. 15-21 for drug and alcohol testing, pre-employment physical examinations, and fitness for duty medical examinations for use by the Department of Corrections; and,

WHEREAS, a total of twenty-three notifications were distributed and one response was received from the following:

BIDDERS

Meritas Health Corp.
North Kansas City, MO

and,

WHEREAS, following evaluation of the bid received, the Director recommends award to Meritas Health Corp., which submitted the lowest and best bid; and,

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

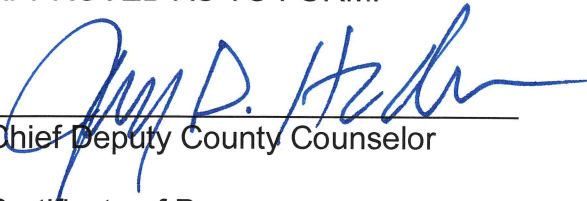
subject to annual appropriation; now therefore,

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 accomplishment of the award; and,

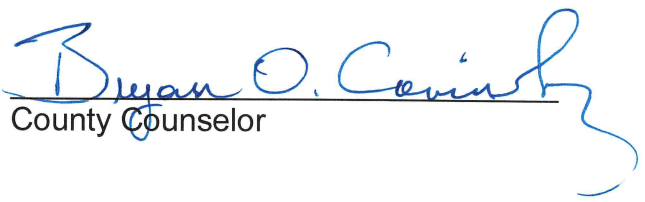
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments on the contract, including final payment, to the extent that sufficient appropriations to the using spending agency are available in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20712 of July 6, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

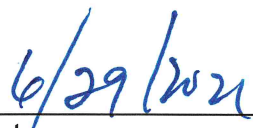
Yeas _____ Nays _____

Abstaining _____ Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.



Date



Chief Administrative Officer

Request for Legislative Action

Res. No: 20712
Sponsor: Ronald E. Finley
Date: July 6, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20712
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	7/6/2021

Introduction
Action Items: ['Award']
Project/Title:
Awarding a Twelve Month Term and Supply Contract with One Twelve Month Option to Extend for the furnishing of Pre-Employment Physical Examinations, Employee Drug & Alcohol Testing and Fitness for Duty Medical Examinations for use by the Jackson County Sheriff's Office, Detention Center to Meritas Health Corp of North Kansas City, MO, under the terms and conditions of Request for Proposals 15-21.

Request Summary
<p>The Jackson County Sheriff's Office, Detention Center requires a Term and Supply Contract for the furnishing of Pre-Employment Physical Examinations, Employee Drug & Alcohol Testing and Fitness for Duty Examinations. The purchasing Department issued Invitation to Bid No. 15-21 in response to this requirement.</p> <p>A total of (23) notifications were distributed and received one response.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance & Purchasing recommends Award for Pre-Employment Physical Examinations, Employee Drug & Alcohol Testing and Fitness for Duty Examinations to Meritas Health Corp of North Kansas City, MO, as the best proposal received. Term and Supply Contract (funds approved in annual budget). Estimated annual amount is \$40,000.</p>

Contact Information			
Department:	Corrections	Submitted Date:	6/15/2021
Name:	Deloris M. Wells	Email:	DWells@jacksongov.org
Title:	Deputy Director of Administration	Phone:	816-881-4210

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:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19178	June 6, 2016

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:	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: Less than \$50000	
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

Deloris M. Wells at 6/15/2021 11:16:45 AM - [Submitted |]Department Director: Diana L. Knapp at 6/15/2021 1:28:52 PM - [Approved |]Department Director: Barbara J. Casamento at 6/15/2021 3:01:15 PM - [Returned for more information | (1) need to add vendor's city and state to the Project Title and Request Summary(2) add the following paragraph to the summary: Term and Supply Contract (funds approved in annual budget). Estimated annual amount is \$40,000(3) remove Resolution No. 18369 under Prior Legislation - does not apply to this contract]Department Director: Deloris M. Wells at 6/22/2021 10:24:56 AM - [Submitted |]Department Director: Diana L. Knapp at 6/22/2021 11:40:52 AM - [Approved |]Department Director: Barbara J. Casamento at 6/23/2021 8:21:00 AM - [Approved |]Department Director: Katie M. Bartle at 6/23/2021 9:12:43 AM - [Approved | eRLA 129]Department Director: Mark Lang at 6/23/2021 10:01:32 AM - [Approved |]Department Director: Sylvya Stevenson at 6/23/2021 12:55:42 PM - [Approved |]

ABSTRACT OF BIDS

Request for Proposal No. 15-21
 Pre-Employment Drug Testing
 Opens: 2:00 PM, CDT on 5/18/2021

NO	DESCRIPTION	Meritas Health Occupational Medicine North KC, MO AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
----	-------------	--	--------	--------	--------	--------

See bid

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED

ON: May 18, 2021, BY
Jessie R. Oswald
 CLERK OF THE LEGISLATURE

Kerry
 PURCHASING

MAY 18 PM 2:02

ATTACHMENT 1
RESPONDENT'S QUOTATION FOR
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 15-21
3.0 AWARD REQUIREMENTS

NO.	DESCRIPTION	PRICE PER PERSON
1.0	Pre-Employment Physical Examination	\$ 180.00
2.0	Fitness for Duty Medical Examination	\$ 100.00
3.0	Cost pf drug Screen at Respondent's Location	
	Specimen: Urine	\$ 55.00
	Specimen: Blood (collection only)	\$ 30.00
	Specimen: Saliva	NA
	Specimen: Hair	\$ 80.00
	Specimen: Tissue	NA
4.0	Cost of Alcohol Screen at Respondent's Location	
	Specimen: Breath	\$ 35.00
	Specimen: Saliva	NA
	Specimen: Blood (collection only)	\$ 30.00
5.0	Cost of additional services required to proper prosecute the terms and conditions of this Contract, including the Medical Review Officer (MRO) Services	\$ 0
6.0	Cost of on-site collection at location listed in Section 2.2.6 (during business hours)	\$ 75.00
	Cost of on-site collection at location listed in Section 2.2.6 (after hours)	\$ 150.00
7.0	Cost of observed test at Respondent's location	\$ 75.00
GRAND TOTAL		

Note: Any additional pricing to make your bid complete shall be on your company letterhead and submitted with this Quotation.

Please see ADDITIONAL PRICING ATTACHMENT

CERTIFICATION

SIGNATURE: <i>Linda Coventon</i>	DATE: <i>5-17-21</i>
NAME: (print or type) <i>Linda Coventon</i>	PHONE: <i>(816-691-2024)</i>
TITLE: (print or type) <i>Network Executive</i>	MOBILE:
COMPANY NAME: (print or type) <i>Meritas Health Corp.</i>	FAX:
EMAIL ADDRESS: <i>linda.coventon@nkeh.org</i>	(print or type)



ADDITIONAL PRICING

2.0	Fitness for Duty Medical Examination Record Review if extensive medical records must be reviewed by Physician.	\$ 150.00/hour
5.0	Cost of additional services required to properly prosecute the terms and conditions of this Contract, including the Medical Review Officer (MRO) Services	\$ 0
	LITIGATION ASSISTANCE WILL BE CHARGED AS FOLLOWS:	
	Litigation Assistance (One Witness, i.e., a Laboratory Responsible Person, Director, or other person designated by Quest Diagnostics, will be made available to testify about the information contained within a documentation package, including test data, laboratory policies, procedures, and SOPs)	\$ 1,000.00/day and \$125.00/hour after 8 hours Or \$500.00/half-day Or \$125.00/hour (per witness) Plus travel expenses
6.0	Cost of on-site collection at location listed in Section 2.2.6 (after hours)	\$150.00

2.2.8.1 Respondent must be available for any administrative or legal proceedings as often as needed and requested by the County, in order to provide expert testimony. Consultation relative to screening results and procedures must be available from a board-certified Toxicologist.

Meritas Health Occupational Medicine will be available for any administrative or legal proceedings as requested by the county to provide expert testimony.

Consultation if not for litigation purposes, there will be no cost to speak to Quest Certifying Scientist regarding results.

LITIGATION ASSISTANCE WILL BE CHARGED AS ABOVE:

Litigation Assistance (One Witness, i.e., a Laboratory Responsible Person, Director, or other person designated by Quest Diagnostics,

(see additional info on back)



2800 Clay Edwards Dr. | North Kansas City MO. 64116-3220
816.691.2000 | nkch.org | MeritasHealth.com

will be made available to testify about the information contained within a documentation package, including test data, laboratory policies, procedures, and SOPs)

\$1000.00/day and \$125.00/hour after eight hours, or \$500.00/half-day, or \$125.00/hour (per witness) Plus travel expenses



Jackson County Detention Center

Office of the Jackson County Sheriff
Sheriff Darryl Forté




TO: Katelyn Edgar, Buyer
CC: Diana Turner, Director JCDC
FROM: Deloris Wells, Deputy Director of Administration JCDC

Deloris Wells

SUBJECT: Recommendation Memo RFP 15-21 Pre-Employment Physical Examinations, Employee Drug and Alcohol Testing and Fitness for Duty
DATE: June 6, 2021

Ms. Edgar,

We have completed our review of proposal for the Pre-Employment Physical Examinations, Employee Drug & Alcohol Testing and Fitness for Duty. There were three panelists, Deloris Wells-Deputy Director of Administration, Carmen Hayes-Human Resources Manager and Isaac Johnston-Deputy Director of Operations. The results are below:

	RFP Number:	15-21		
	RFP Name:	Pre-Employment Physical Examinations, Employee Drug and Alcohol Testing and Fitness for Duty		
	Dept. Name:	Sheriff's Office Detention Center		
Respondents				
Evaluation Criteria: Meritas Health	Maximum Points	Panelist 1	Panelist 2	Panelist 3
Responsiveness to Request for Proposal	5	5	5	5
Location of Sites	10	10	5	10
Respondent's Qualifications and Experience	30	10	25	30
References	20	15	15	20
Pricing	35	20	30	20
Total	100	60	80	85



Jackson County Detention Center

Office of the Jackson County Sheriff

Sheriff Darryl Forté



Meritas Health can provide all the required services and fully meet the facility needs based on their written proposal. We recommend awarding the contract to Meritas Health. We anticipate \$40,000 in annual spend with this agency.

This is an increase from what we have spent in previous years. Meritas Health's price rate for services is higher than what we pay our current vendor. However, this is a service that is critical to the day-to-day operations and employee safety. We also rely on this service to determine if an associate is eligible for employment and fit for duty.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made this ____ day of _____, 201__, by and between Meritas Health Corporation ("MHC") and _____ ("Business Associate").

WHEREAS, Business Associate provides certain services to MHC pursuant to _____ [description of services to be provided], dated _____ (earliest date services could start) (the "Underlying Contract"); and

WHEREAS, the parties wish to agree to certain additional provisions to govern use and disclosure of Protected Health Information.

NOW THEREFORE, for the promises contained herein and other mutual and valuable consideration, the parties agree as follows:

1. General. As required by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1171 *et seq.* (the "Act") and regulations promulgated thereunder, 45 CFR Parts 160 and 164 (the "Privacy Rule" and the "Security Rule," respectively), Business Associate does hereby assure MHC that Business Associate will appropriately safeguard Protected Health Information received from MHC or created or received by Business Associate on behalf of MHC. The parties further acknowledge that they will be subject to regulations under Title XIII of the American Recovery and Reinvestment Act of 2009, the Health Information Technology for Economic and Clinic Health Act, and its implementing regulations, all as amended (the "HITECH Act").
2. Definitions. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule.
3. Obligations and Activities of Business Associate.
 - a. Business Associate agrees to Use or Disclose Protected Health Information only as permitted or required by this Agreement or as required by law and in compliance with each applicable requirement of 45 CFR § 164.504(e).
 - b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - c. To the extent that Protected Health Information is in electronic format, Business Associate agrees to (i) implement and use appropriate physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, maintains or transmits on behalf of MHC; and (iii) as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
 - d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
 - e. Business Associate agrees to report to MHC: (i) any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware; (ii) any Security Incident affecting Protected Health Information of which it becomes aware; and (iii) any suspected Breach of Unsecured Protected Health Information as required by 45 CFR

164.410. Such notice shall be provided to MHC's Privacy Officer without unreasonable delay and in no case later than ten (10) business days after Business Associate or any of its employees, or agents reasonably suspect that a Breach of unsecured Protected Health Information as defined by 45 CFR 164.410 has occurred, or becomes aware of any Security Incident. For the purposes of this paragraph, "security incident" shall not include attempted Security Incidents that fail to compromise information or interfere with systems operations in an information system. These attempts need not be reported to MHC so long as such attempts constitute reasonably anticipated threats or hazards to the security or integrity of such information in the judgment of Business Associate including, but not limited to the following: denial-of-service attacks (DOS), phishing attacks, vulnerability scanning, and targeted attacks. If such attempt or attempts are not reasonably anticipated threats or hazards to the security or integrity of such information, then Business Associate will notify MHC consistent with the notification requirements contained herein. Notwithstanding the previous sentence, BA must notify MHC anytime there is an unauthorized access, acquisition or exfiltration of Business Associate's files or data which contain MHC PHI.

- f. Business Associate agrees to require all of its subcontractors and agents that receive, use, or have access to any Protected Health Information, under the Underlying Contracts, also agree, in writing, to the same restrictions and conditions stated herein that apply through this Agreement to Business Associate with respect to such information.
- g. If, and only if, Business Associate maintains Protected Health Information received from, or created or received by Business Associate on behalf of MHC in a Designated Record Set, Business Associate agrees to provide access, at the request of MHC, to Protected Health Information in a Designated Record Set, to MHC or, as directed by MHC, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- h. If, and only if, Business Associate maintains Protected Health Information received from, or created or received by Business Associate on behalf of MHC in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the MHC directs or agrees to pursuant to 45 CFR § 164.526 at the request of MHC or an Individual.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for MHC to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- j. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, MHC available to MHC, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining MHC's compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009, and the Genetic Information Nondiscrimination Act of 2008.
- k. Business Associate agrees to provide to MHC or an Individual, information collected in accordance with Section 3.i. of this Agreement, to permit MHC to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- l. Business Associate shall request, use and/or disclose only the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure and Business Associate shall comply with 45 CFR 164.502(b).

- m. To the extent Business Associate is to carry out one or more of the MHC's obligations under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
- n. Business Associate shall indemnify and hold MHC harmless from all liability, costs, expenses, claims or other damages that MHC, its related corporations, or any of its trustees, officers, agents, or employees may sustain arising out of or in any way related to this Agreement or Business Associate's breach thereof or to Business Associate's violation of any provision of HIPAA applicable directly to Business Associate, including but not limited to any expenses related to providing patients notice of Breach of unsecured Protected Health Information.

4. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, MHC as specified in the Underlying Contract, provided that such use or disclosure would not violate the Privacy Rule if done by MHC or the minimum necessary policies and procedures of MHC. Business Associate shall not de-identify MHC's Protected Health Information and use, disclose or sell the de-identified information for any purpose.

5. Obligations of MHC

- a. MHC shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of MHC in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. MHC shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. MHC shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that MHC has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

- 6. Permissible Requests by MHC. MHC shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by MHC.

7. Term and Termination

- a. Term. The Term of this Agreement shall be effective immediately, and shall terminate when all of the Protected Health Information provided by MHC to Business Associate, or created or received by Business Associate on behalf of MHC, is destroyed or returned to MHC, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon MHC's knowledge of a material breach by Business Associate, MHC shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Underlying Contract if Business

Associate does not cure the breach or end the violation within the time specified by MHC;

- ii. Immediately terminate this Agreement and the Underlying Contract if Business Associate has breached a material term of this Agreement and cure is not possible.

c. Effect of Termination.

- i. Except as provided in paragraph 7.c.ii. of this section, within thirty (30) days of termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from MHC, or created or received by Business Associate on behalf of MHC. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall provide MHC written certification specifying which Protected Health Information has been destroyed, in what manner, and on which date.
- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to MHC notification of the conditions that make return or destruction infeasible. Upon MHC's written agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. Independent Contractors. Except as may be outlined in the Underlying Contract, this Business Associate Agreement is not intended, and shall not be construed, to create a partnership, joint venture, or association between Business Associate and MHC. Each party is an independent contractor and Business Associate is not an agent of MHC.
- c. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for MHC to comply with the requirements of the Privacy Rule, the Security Rule and the Act.
- d. Survival. The respective rights and obligations of Business Associate under Section 7 of this Agreement shall survive the termination of this Agreement.
- e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit MHC to comply with the Privacy Rule and the Security Rule.
- f. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and supersedes and replaces any prior Business Associate Agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MERITAS HEALTH CORPORATION

BUSINESS ASSOCIATE

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County's membership in the Mid-America Local Emergency Planning District and the Mid-America Regional Council, at no cost to the County.

RESOLUTION NO. 20713, July 6, 2021

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, previously, Jackson, Clay, Platte, and Ray Counties cooperatively formed a local emergency planning committee (LEPC) under the provisions of the Emergency Planning and Community Right-to-Know Act of 1986; and,

WHEREAS, each county received an annual grant from the Missouri Emergency Response Commission (MERC) in accordance with Missouri's Emergency Planning and Community Right-to-Know Act (Sections 292.600 to 292.625, RSMo), which was passed on to the LEPC; and,

WHEREAS, at the request of the MERC, a new Local Emergency Planning District (LEPD) is being formed by Jackson, Cass, Clay, Platte, and Ray Counties to replace the LEPC; and,

WHEREAS, as previously, MERC grant funds will be paid by the State directly to the LEPD, to be used for programs which support the LEPD's hazardous materials planning and training and related activities; and,

WHEREAS, each of the five counties, as a member of the LEPD, will enter into an annual agreement with Mid-America Regional Council (MARC), approving the scope of work by MARC and the LEPD on its behalf; and,

WHEREAS, MARC is a public not-for-profit organization, formed in 1972 by area cities and counties, including the counties that have formed the LEPD, to address issues and problems of mutual concern; and,

WHEREAS, MARC can provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grants; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that Jackson County's membership in the new LEPD be and hereby is approved; and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute any documents necessary to give effect to the intent of this Resolution, including a letter of intent in a form substantially similar to that attached and a cooperative agreement for the pass-through of funds with the LEPD and MARC, all in a form to be approved by the County Counselor.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20713 of July 6, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
marcinfo@marc.org
www.marc.org



June 10, 2021

County Chief Elected Officials,

The Mid-America Regional Council appreciates the support of your county for the Mid-America Local Emergency Planning Committee (LEPC). The LEPC has brought emergency responders together with private industry since 1986 to reduce risks and increase response capabilities to hazardous materials incidents.

The Missouri Emergency Response Commission (MERC) has required that we make substantial changes in the way we organize and use state funds granted to the counties for the LEPC from the Chemical Emergency Planning Fund (Tier II industry fees).

To meet requirements of the MERC, the LEPC voted today to have the five Missouri counties withdraw from the Mid-America LEPC. Immediately following that action, the MERC established a new multi-county LEPC - Each county has the option of participating in the multi county LEPC (Local Emergency Planning District) or forming a single-county LEPC. The MERC will be sending information to the county commissioners of each county in the Kansas City area for action to join the new LEPC or the option to create their own LEPC. The new LEPC is being formed as an entity outside of MARC. The new LEPC may choose to select MARC as its contractor to provide the planning and coordination support necessary for the regional effort and enter into an agreement for those services.

Here are the steps that will be necessary to comply with the MERC and a suggested timeframe. The MERC has asked that we complete this transition to a new LEPC by July 31, 2021. These steps are designed to ensure that there is an operating LEPC or LEPC and no gaps in service. The state regulations regarding LEPCs distinguish between a LEPC, which is county-specific, and a LEPC (District that is multi-county).

1. Your county will need to decide how you would like to proceed to either participate in the multi-county LEPC or form a single county LEPC. Upon your decision, you will need to send a letter to the MERC informing them of your action. We have included a sample letter for your use if you choose to join the LEPC.
2. As soon as the MERC receives the letter from your county and the other four counties regarding your decision, it will authorize a new LEPC and any LEPCs if any county decides not to be part of the new multi-county LEPC.

Several meetings have taken place over the past week with LEPC leadership, the MERC and MARC staff and we feel confident these steps are necessary given current state regulations. We appreciate your county's participation in the LEPC and all that has been accomplished together. If we can provide any additional information or answer questions, please let us know.

Respectfully,

A handwritten signature in black ink that reads "Erin Lynch".

Erin Lynch
Emergency Services Director

CC Assistant Chief James Zeeb – LEPC Chair
Mr. Scott Munk - LEPC 1st Vice Chair
Assistant Chief Jason Bonney- LEPC 2nd Vice Chair

Chair
Harold Johnson Jr.
Commissioner
Unified Government
of Wyandotte County/
Kansas City, Kansas

1st Vice Chair
Carson Ross
Mayor
Blue Springs,
Missouri

2nd Vice Chair
Janeé Hanzlick
Commissioner
Johnson County,
Kansas

Treasurer
Eileen Weir
Mayor
Independence,
Missouri

Secretary
Beto Lopez
Mayor Pro Tem
Lee's Summit,
Missouri

Executive Director
David A. Warm

AGREEMENT FOR SERVICES

by and between

JACKSON COUNTY,

the

MID-AMERICA LOCAL EMERGENCY PLANNING COMMITTEE

and the

MID-AMERICA REGIONAL COUNCIL

This Agreement, entered this 1st day of July, 2021, by and between Jackson County, the Mid-America Local Emergency Planning Committee, hereinafter referred to as the “LEPC” and the Mid-America Regional Council, hereinafter referred to as “MARC” for professional services.

WHEREAS, the following counties have cooperatively formed a local emergency planning committee under the provisions of the Emergency Planning and Community Right-to-Know Act of 1986:

The County of Cass, Missouri;

The County of Clay, Missouri;

The County of Jackson, Missouri;

The County of Platte, Missouri; and

The County of Ray, Missouri

WHEREAS, each county receives a grant from the Missouri Emergency Response Commission in accordance with Missouri’s Emergency Planning and Community Right-to-Know Act (RsMO Sections 292.600 to 292.625); and

WHEREAS, these funds are to be used for programs which support the LEPC’s hazardous materials planning, training and related activities; and

WHEREAS, MARC can provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grant;

NOW THEREFORE, the parties to this Agreement agree as follows:

ARTICLE I

SCOPE OF SERVICES

MARC hereby agrees to fulfill the following scope of work in accordance with proposals submitted to the Missouri Emergency Response Commission and other state agencies with the oversight and assistance of the LEPC:

- A. Coordination and scheduling of monthly meetings and necessary subcommittee meetings, usually at the MARC offices, to discuss the LEPC's operation, activities, projects and issues which may affect the LEPC.
- B. Development and distribution of agendas for and summaries of the above meetings.
- C. Development and maintenance of a regional hazardous materials plan and assistance with the development of county hazardous materials plans or hazardous materials annexes to county emergency operations plans.
- D. Development of exercises to evaluate regional and local hazardous materials response capabilities.
- E. Sponsorship of hazardous materials and other training courses and coordination of hazardous materials training with the Missouri Emergency Response Commission, Missouri State Emergency Management Agency, Department of Public Safety, University of Missouri, and other entities offering hazardous materials training.
- F. Collection of Tier II forms and related information from facilities in each member county required to complete and submit these items and development of a database of chemical inventory and emergency contact information for these facilities.
- G. Operation and maintenance of an LEPC website.
- H. Development and management of a public education and awareness program.
- I. Completion of all reports and documentation necessary for the administration and operation of the LEPC.
- J. Coordination and integration of LEPC activities with those of other MARC emergency services committees and metropolitan area emergency services organizations.
- K. Other activities that are mutually agreed upon by the LEPC and MARC.

ARTICLE II

TIME OF PERFORMANCE

MARC shall provide the services described in Article I for the period commencing **July 1, 2021 through June 30, 2022**. The time and services of this Agreement may be extended or amended by Addendum hereto, containing the signatories of the parties and an identification of the extension period including any other amendments to the original Agreement.

ARTICLE III

CONSIDERATION

In consideration of the services provided by MARC and described in Article I, Jackson County and the LEPC authorize MARC to administer the FY **2021-2022** grant of **approximately \$57,098.22** and any carryover funds from previous years as well as, any additional funds that may be competitively awarded from the Hazardous Materials Emergency Preparedness (HMEP) fund required to carry out the scope of work specified in this Agreement and as listed in Attachment 1, FY **2021-2022** LEPC Budget. It is the parties' understanding that the State of Missouri will provide the LEPC with **approximately \$57,098.22 (estimated county portion of \$28,988.45)** from the state's CEPF to be used as resources for the operation of the LEPC and its programs and activities, consistent with the terms and conditions placed on the counties by the Missouri Emergency Response Commission and as directed by the LEPC at their regular meetings. Any additional HMEP funds to be awarded to the Mid-America LEPC to support training activities will also be used according to the terms of this agreement. MARC agrees to provide detailed records of revenues and expenses associated with the performance of this Agreement. All expenditures will be consistent with CEPF and HMEP budgets approved by the LEPC.

ARTICLE IV

TERMINATION OR SUSPENSION OF AGREEMENT

This Agreement will terminate on **June 30, 2022** unless extended by Addendum hereto as provided in Article II. However, if for any justifiable reason any party wishes to terminate this Agreement prior to the completion of the time of performance, this may be done by serving thirty (30) days notice upon the other parties. Payment for services shall be pro rata to the term of the Agreement and to the work effort completed.

ARTICLE V

EQUAL EMPLOYMENT OPPORTUNITY

Jackson County, the LEPC and MARC attest that they do not now, nor shall they discriminate against any employee who is employed in the work covered by this Agreement or against any applicant for such employment, due to race, color, religion, sex, age, handicap, or national origin.


IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of July 2021.

Approved by Jackson County, Missouri

County Executive, Jackson County

Date

Approved by the Mid-America Local Emergency Planning Committee

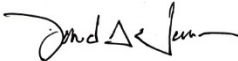


Mid-America LEPC Chair

April 12, 2021

Date

Approved by the Mid-America Regional Council



Executive Director

April 26, 2021

Date

Cover sheet official signature page for 2020 2021 application

Submittal Date: May 30, 2021

LEPC/D Name:	
County Name(s):	MO: Cass, Clay, Jackson, Platte, Ray; KS: Leavenworth, Johnson, Wyandotte
CEPF Certification Year:	2021
Primary Contact Name:	Erin Lynch
Primary Phone Number:	816-701-8390

Statement of certification that the application is true and correct to the best of our knowledge, that the county and LEPC/D intends to maintain/pursue compliance with applicable regulations, and agree to spend the CEPF money consistent with applicable laws.

James Zeeb / Scott Munk (Vice-Chair)




LEPC Chair Name (Typed)

LEPC Chair Signature

COUNTY	Treasurer	SIGNATURE
Cass County	Bob Huston	
Clay County	Jerry Nolte	
Jackson County	Frank White, Jr.	
Platte County	Ron Schieber	
Ray County	Bob King	

Are any funds from this Packet being used as a match for any federal Grant? Yes No

If yes please name the Grant _____

Payments will be sent from Missouri Emergency Response Commission to the County Government [RSMO Sec 292.604.1(b)]. Your LEPC will receive a concurrent letter advising them of the amount.

MERC Use Only			
Payment Request Date:		Payment for Years:	
Payment Date:		Payment Amount:	
Check/Transaction Number:			
Signature MERC Executive Director		Date	

Proposed Budget 2021 for [Mid-America LEPC](#)

The budget should reflect all expenses **planned** for the coming year.

Budget Year Start Date	July 1, 2021	Budget Year End Date	June 30,2022
Beginning Balance			*\$31,131
Estimated Income			
CEPF (This is only an estimation, using the previous years is acceptable)			\$57,098
Other (i.e., interest, donations)			
Total Estimated Funds Available			\$88,229

Expense Category	Cost share amount	LEPC expense
Administrative		Total \$12,469
Contract Labor (NO full-time employees) *Attach copy of contract - administrative support salaries only 17.95% of FTE per MERC ED		\$10,847
Postage (special postage and delivery)		\$200
Printing (special reports)		\$622
Phone/Fax/Internet		
Office Supplies and Equipment		
Computer/Electronic Equipment		
Public Notice (LEPC Notice)		\$100
LEPC meetings (publications, meals, etc.)		
Other (travel to meetings)		\$700
Projects		Total \$26,439
Hazmat Plan Update & Distribution (contractual)		\$10,000
Professional Services - MARC salary only 17.5% FTE per MERC ED		\$16,439
Hazard Communication		
Facility Review and ID		
Hazmat Flow Study		
Other		
Training & Exercise		Total \$49,321
Course and Instructor Fees (1 or 2 Hazmat related trainings to be determined by training committee)		\$29,321
Materials and Supplies		
Equipment (See Appendix D)		
Other / Exercise Contractor		\$20,000
Travel		Total

Mileage, Meals, Registration and Lodging		
Other		Total
(Specify)		
Total Estimated Expenses		\$88,229
End Balance (Unallocated Funds)		\$0



LEPC Chair Signature

5/30/2021

Date

Carryover includes:

2018-2019

- Savings from class that did not occur

2019-2020

- Rescheduling of Masters of Gas Detection
- Savings from IAFC (now virtually)
- Savings in Postage/Misc.

2020-2021

- Delay in class scheduling due to COVID

LEPC Membership List - 2021

Discipline	Name	Affiliation	Email	Phone
Community Group	Elaine Giessel	Sierra Club, LWV	ecos@everestkc.net	913 206 1180
Elected State / Local Official	Bob King	Ray County, MO	raycountycommissioners@yahoo.com	
	Frank White, Jr.	Jackson County, MO	fwhite@jacksongov.org	816 881 3329
	Jerry Nolte	Clay County, MO	jnolte@claycountymo.gov	816 407 3450
	Ron Schieber	Platte County, MO	ron.schieber@co.platte.mo.us	816 858 2232
Emergency Management	Anthony Avery	Platte County Sheriff's Office	Anthony.Avery@plattesherriff.org	816 858 3361
	Carl Harper	Ray County Emergency Management	raycoemergency@mediacombb.net	816 848 4500
	Cary Gerst	Johnson County, KS Emergency Management	cgerst@jocogov.org	913 715 1005
	Chuck Magaha	Leavenworth County Emergency Management	cmagaha@leavenworthcounty.gov	913 684 0455
	Dan Robeson	Johnson County, KS Emergency Management	drobeson@jocogov.org	913 715 1001
	Dante Gliniecki	City of Independence Emergency Preparedness	dgliniecki@indepmo.org	816 325 7133
	James Connelly	City of Kansas City, MO Emergency Management	james.connelly@kcmo.org	816 513 8601
	Jon Bazzano	Clay County Sheriff's Office EM	jbazzano@sheriffclayco.com	816 407 3732
	Justin Crane	Cass County Emergency Management	justin.crane@cassmosheriff.org	816 380 8584
	Kyle Burns	City of Overland Park	kyle.burns@opkansas.org	913 895 8308
	Mark Sherwood	City of Oak Grove Sni Valley Emergency Management	msherwood@cityfoakgrove.com	816 690 3773
	Matt May	Unified Government of WyCo/KCK Emergency Management	mmay@wycokck.org	913 573 6337
	Michael O'Neal	Platte County Sheriff's Office	michael.oneal@plattesherriff.org	816 858 1966
	Zach Philips	Leavenworth County Emergency Management	zphilips@leavenworthcounty.gov	913 683 9924
	Zachary Bradley	VHA Office of Emergency Management Region II	zachary.bradley@va.gov	816 701 3213
Environmental	Chris Kemp	Center for Toxicology & Environmental Health (CTEH)	ckemp@cteh.com	501 995 1358
	Dave Williams	U.S. Environmental Protection Agency, Hazmat Unit	williams.dave@epa.gov	913 551 7625
	Doug Ferguson	U.S. Environmental Protection Agency Region 7	ferguson.doug@epa.gov	913 551 7221
	Karen Kelley	City of Independence Water Department	kkelley@indepmo.org	816 325 7698
	Mike Klender	City of Kansas City, MO Water Services	mike.klender@kcmo.org	816 513 7051
	Roarke Holzschuh	Missouri Department Of Natural Resources	roarke.holzschuh@dnr.mo.gov	816 251 0710
	Rodney Lockett	Chemical Facility Antiterrorism Standards (CFATS)	rodney.lockett@hq.dhs.gov	202 841 2065
	Sybil Chandler	National Nuclear Security Administration	sybil.chandler@nnsa.doe.gov	816 488 3417
	Alan Long	City of Overland Park Fire Department	alan.long@opkansas.org	913 895 8451
Andrew Novak	City of Kansas City Kansas Fire Department	anovak@kckfd.org		

Fire Department	Dan Manley	City of Lee's Summit Fire Department	dan.manley@cityofls.net	816 969 1304
	David Hargis	City of North Kansas City Fire Department	dhargis@nkc.org	816 274 6025
	Dean Cull	Southern Platte Fire Protection District	dcull@spfpd.com	816 741 2900
	Dirk Christian	Kansas Office of the State Fire Marshals	dirk.christian@ks.gov	785 296 4239
	Doug Short	City of Independence Fire Department	dshort@indepmo.org	816 325 7124
	Gary Birch	Leavenworth Fire Department	gbirch@firstcity.org	913 682 3346
	James Zeeb	City of Kansas City, KS Fire Department	jzeeb@kckfd.org	913 573 5923
	Jason Bonney	Central Jackson County Fire Protection District	jbonney@cjcfd.org	816 229 2522
	Jason Snarr	Riverside Fire Department	jsnarr@riversidemo.com	816 651 1291
	Jeff Taylor	City of Riverside Fire Department	jetaylor@riversidemo.com	816 372 9183
	Keith Payne	City of Riverside Fire Department	kpayne@riversidemo.com	816 372 9024
	Kevin Weyand	Olathe Fire Department	kweyand@olatheks.org	913 971 7955
	Marvin Butler	City of Olathe Fire Department	mbutler@olatheks.org	913 971 7974
	Michael Desautels	Kearney Fire & Rescue Protection District	mdesautels@kearneyfire.org	816 572 3479
	P. Michael Snider	City of Lee's Summit Fire Department	mike.snider@cityofls.net	816 969 7360
	Peter Knudsen	City of Kansas City, MO Fire Department	peter.knudsen@kcmo.org	816 513 4674
	Richard Carrizzo	Southern Platte Fire Protection District	rcarrizzo@spfpd.com	816 741 2900
	Robert Norman	South Metro Fire Protection District	rnorman@southmetrofire.org	816 331 3008
	Ron Graham	City of Grandview Fire Dept.	RGraham@grandview.org	816 316 4962
	Scott Casey	Johnson County, KS Fire District #1	scott.casey@jocofd1.org	913 764 7635
	Trig Morley	Johnson County, KS Fire District #1	trig.morley@jocofd1.org	913 764 7635
General Public	Christopher Gitro	National Weather Service	christopher.gitro@noaa.gov	816 540 6125
Hospital	Allen Lee	Kansas City VA Medical Center	allen.lee@va.gov	816 861 4700
	Carolyn Wells	Liberty Hospital (Regional Hospital Representative)	carolyn.wells@libertyhospital.org	816 792 7248
	Paulette Dematteo	Veterans Administration Medical Center		816 701 3210
	Steven Hoeger	Truman Medical Center (Regional Healthcare Coalition Representative)	steven.hoeger@tmcmcd.org	816 404 2661
	Adbel Hamidou	Exide Technologies	abdel.hamidou@exide.com	816 500 4686
	Brian Bridgeman	Brenntag MidSouth	bbridgeman@brenntag.com	816 483 9996
	Christopher Cox	ExxonMobil Corporation	christopher.m.cox@exxonmobil.com	
	Dawn Hein	Evergy	dawn.hein@evergy.com	
	Frank Wilt	KCPL	frank.wilt@kcpl.com	816 556 2087
	Gael Rasa	Ingredion, Inc.	Gael.e.rasa@ingredion.com	816 854 0400
	Gregory Moerer	Bayer U.S. LLC	greg.moerer@bayer.com	816 242 2250
	Jack Laptad	Bayer US	jack.laptad@bayer.com	816 242 2583
	Josh Groene	General Mills Kansas City Operations	Joshua.Groene@genmills.com	816 245 4782
	Joshua Buehre	Exide Technologies	joshua.buehre@exide.com	816 759 8693

Industry	Kevin Fightmaster	Spire	Kevin.fightmaster@spireenergy.com	816 836 7170
	Kevin Root	Harcros	kdroot@harcros.com	913 621 7754
	Lester Estelle	Waterone	lestelle@waterone.org	913 895 5832
	Lisa Nickerson	General Mills Kansas City Operations	Lisa.Nickerson@genmills.com	816 245 4780
	Louis Jones	Ingredion, Inc.	lou.jones@ingredion.com	816 283 2668
	Marcia Hobbs	Evergy Iatan	marcia.hobbs@evergy.com	816 640 3892
	Michael McMenus	Kiewit Engineering & Design Co.	michael.mcmenus@kiewit.com	913 928 7000
	Rachelle Schmachtenberger	Exxon Mobil Corporation	rachelle.schmachtenberger@exxonmobil.com	913 254 6522
	Randy Frazier	Nordic Foods	rfrazier@nordicfoods.com	913 281 1167
	Ryan Lehnert	Honeywell Corporation	rlehnert@kcncs.doe.gov	816 488 3044
	Scott Munk	Bayer CropScience	scott.munk@bayer.com	816 242 2962
	Sean McGraw	WaterOne	smcgraw@waterone.org	913 895 5646
	Steve Enyart	Smithfield Farmland Foods	senyart@smithfield.com	816 943 3290
	Tom Duffield	Arnette Polymers, LLC	tomd@arnettepolymers.com	816 776 2256
	Tom Furdek	Ingredion, Inc.	Tom.Furdek@ingredion.com	816 283 1610
	William "Andy" Neilson	Univar	William.Neilson@univar.com	816 260 2433
	Law Enforcement	Gordon Fowlston	City of Riverside Police Department	gfowlston@riversidemo.com
Harry Gurin		City of Peculiar Police Department	hgurin@peculiarpd.com	816 779 5102
Other	Erin Lynch	Mid America Regional Council	elynch@marc.org	816 701 8390
	Vickie Phillips	Mid America Regional Council	vphillips@marc.org	816 474 4240
Transportation	Lane Sekavec	Union Pacific Railroad	laneasekavec@up.com	816 399 1883
	Steve McNealy	KC Southern Railway	SMcNealy@KCSouthern.com	816 983 1588



James Zeeb, LEPC Chair

April 14, 2021



County Commissioner

Date:

DRAFT LETTER FROM COUNTY TO MERC

Michael Harris
Executive Director
Missouri Emergency Response Commission
Department of Public Safety
2302 Militia Drive
Jefferson City, MO 65102
Mike.Harris@sema.dps.mo.gov

Dear Mr. Harris,

_____ County, Missouri, has taken official action at its ___(date)___ meeting regarding participation in the newly formed Local Emergency Planning District.

It is our desire to participate in a new multi-county Local Emergency Planning District.

We encourage you as the MERC Executive Director to take swift action to finalize the new multi-county Local Emergency Planning District to minimize any disruption in operations.

Sincerely,

Request for Legislative Action

Res. No: 20713
Sponsor: Jalen Anderson
Date: July 6, 2021

Completed by County Counselor's Office			
Action Requested:		Res.Ord No.:	20713
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	7/6/2021

Introduction
Action Items: ['Authorize']
Project/Title:
A Resolution authorizing Jackson County participation in a new Local Emergency Planning District (LEPD) through the Mid-America Regional Council (MARC). It further authorizes the Jackson County Executive to execute any and all agreements necessary for Jackson County to fully participate in this new new district which will administer and program hazardous materials training and response planning for Jackson County, Missouri. This resolution also authorizes the Director of Finance to pass-through all funds received from the State of Missouri Emergency Response Commission (MERC) for this purpose to MARC, all at no cost to the County.

Request Summary
This resolution approves Jackson County participation in and authorizes the County Executive to sign any and all agreements that pertain to a new Local Emergency Planning District (LEPD) that will be administered by the Mid-America Regional Council (MARC). Cass, Clay, Platte, Jackson and Ray counties will each be asked to form a new Local Emergency Planning District for Missouri to replace a Local Emergency Planning Committee (LEPC) for hazardous materials response planning and coordination that existed for both Kansas and Missouri counties since 1986 in the MARC service area. The new Missouri side LEPD will replace the regional LEPC and is fully funded by fees collected by the Sate of Missouri from companies engaged in hazardous materials production, storage and distribution. It is anticipated that the new LEPD agreement once finalized will be very similar to the LEPC agreement that was recently approved by the County Executive. This resolution further authorizes the Director of Finance to remit all funds received from the State of Missouri for this purpose directly to MARC. Jackson County receives approximately \$30,000 for LEPC/LEPD efforts from the State of Missouri and these funds can be used for no other purpose.

Contact Information			
Department:	County Executive Office	Submitted Date:	6/14/2021
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Adminstrator	Phone:	816-881-1079

Budget Information	
Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0

Request for Legislative Action

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5412	October 12, 2020
5336	May 26, 2020
Prior Resolution	
Resolution:	Resolution date:
20423	May 18, 2020
20164	June 3, 2019

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"> This legislative action does not impact the County financially and does not require Finance/Budget approval.

Request for Legislative Action

History

Troy Schulte at 6/14/2021 12:57:48 PM - [Submitted |]Department Director: Troy Schulte at 6/14/2021 1:34:08 PM - [Approved |]Department Director: Barbara J. Casamento at 6/14/2021 1:59:11 PM - [Not applicable |]Department Director: Katie M. Bartle at 6/14/2021 4:28:11 PM - [Approved |]Department Director: Sarah L. Matthes at 6/15/2021 7:53:28 AM - [Approved |]Department Director: Sylvya Stevenson at 6/15/2021 11:08:13 AM - [Approved |]Department Director: Elizabeth Freeland at 6/17/2021 8:38:11 AM - [Returned for more information | Fine tuning needed.]Department Director: Troy Schulte at 6/17/2021 4:50:58 PM - [Submitted |]Department Director: Sylvya Stevenson at 6/21/2021 8:31:44 AM - [Approved |]Department Director: Barbara J. Casamento at 6/21/2021 8:40:18 AM - [Not applicable |]Department Director: Katie M. Bartle at 6/21/2021 9:16:22 AM - [Approved |]Department Director: Mark Lang at 6/21/2021 10:29:58 AM - [Not applicable |]Department Director: Sylvya Stevenson at 6/21/2021 11:40:26 AM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of software maintenance for use by the Sheriff's Office to Idemia Identity & Security, LLC, of Anaheim, CA, at an actual cost to the County in the amount of \$25,630.00, as a sole source purchase.

RESOLUTION NO. 20714, July 6, 2021

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Sheriff's Office has a continuing need for annual maintenance and support of its proprietary LiveScan fingerprint booking station machines; and,

WHEREAS, annual software maintenance agreements are considered sole source purchases, as the maintenance can only be provided by the software's developer, in this case Idemia Identity & Security, LLC, of Anaheim, CA; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a software maintenance and support agreement for use by the Sheriff's Office to Idemia Identity & Security, LLC, of Anaheim, CA, at an actual cost to the County in the amount of \$25,630.00, as a sole source purchase; 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,

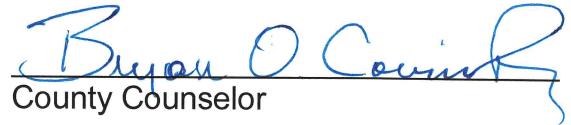
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20714 of July 6, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

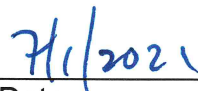
Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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

ACCOUNT NUMBER: 001 4201 56662
ACCOUNT TITLE: General Fund
Sheriff
Software Maintenance
NOT TO EXCEED: \$25,630.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. No: 20714
Sponsor Ronald E. Finley
Date: July 6, 2021

Completed by County Counselor's Office			
Action Requested:		Res.Ord No.:	20714
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	7/6/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the purchase of Maintenance and Support Agreements from Idemia Identity & Security, USA LLC, "IDEMIA", for fingerprint booking station machines, at a total cost of \$25,630.

Request Summary
<p>The annual Idemia Identity & Security, USA LLC, "IDEMIA", Maintenance and Support Agreement needs to be renewed for two LiveScan fingerprint booking station machines that are owned and located at the Sheriff's Office General Headquarters, at a cost of \$12,446. The Sheriff's Office also leases two IDEMIA LiveScan machines which are located at the Sex Offender Registration Enforcement Unit and the Jackson County Detention Center. Maintenance for one leased machine is provided by the Missouri State Highway Patrol, while the Sheriff's Office is responsible for the service agreement on the other leased device, at a cost of \$6,592 per year for two years totaling \$13,184. On 2/18/2021, IDEMIA emailed us invoice 127801 dated 2/20/2020 \$6,592 for the year 3 payment. We do not have record of receiving the 2020 invoice, or any past due notices on it, in 2020. On 2/22/2021 we received invoice 136055 \$6,592 for the year 4 payment.</p> <p>The total cost of the Agreements for all four devices is \$25,630 which covers critical applications necessary for Sheriff's Office operations. We are requesting authorization to purchase the Agreements pursuant to Section 1030.1 Sole Source of Chapter 10 of the Jackson County Code. This purchase is Sole Source due to proprietary hardware and software maintenance.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	6/10/2021
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information	
Amount authorized by this legislation this fiscal year:	\$25,630
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$25,630
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	4201 (Sheriff)	56662 (Software Maintenance)	\$25,630

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20572	December 14, 2020

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: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Elizabeth A. Money at 6/10/2021 1:47:16 PM - [Submitted |]Department Director: Ronald A. Fletcher at 6/10/2021 3:40:14 PM - [Returned for more information | Please have the billing and shipping addresses corrected. Thanks]Department Director: Elizabeth A. Money at 6/11/2021 1:23:59 PM - [Submitted | The billing and shipping addresses have been corrected. Updated documents are attached.]Department Director: Ronald A. Fletcher at 6/11/2021 2:33:31 PM - [Approved |]Department Director: Barbara J. Casamento at 6/14/2021 9:07:05 AM - [Returned for more information | It appears that you are trying to pay two years maintenance for one machine; please explain]Department Director: Elizabeth A. Money at 6/14/2021 2:14:03 PM - [Submitted | Added information to the Request Summary and to the attached Memo to explain payment of two years maintenance.]Department Director: Ronald A. Fletcher at 6/14/2021 3:05:32 PM - [Approved |]Department Director: Barbara J. Casamento at 6/14/2021 4:19:39 PM - [Approved |]Department Director: Katie M. Bartle at 6/14/2021 4:29:47 PM - [Approved |]Department Director: Mark Lang at 6/17/2021 10:26:00 AM - [Approved | The fiscal note has been attached.]Department Director: Sylvya Stevenson at 6/17/2021 11:29:31 AM - [Approved |]Department Director: Elizabeth Freeland at 6/22/2021 10:31:24 AM - [Returned for more information | Please list previous legislation and specify the agreements are for equipment already owned and not the equipment authorized in that legislation. Thanks!]Department Director: Elizabeth A. Money at 6/22/2021 11:00:52 AM - [Submitted | The Maintenance and Support Agreements in this request are for larger, non-portable equipment already owned/leased and are unrelated to the new portable devices purchased via Resolution 20572 in 2020.]Department Director: Ronald A. Fletcher at 6/22/2021 12:01:37 PM - [Approved |]Department Director: Barbara J. Casamento at 6/23/2021 8:18:34 AM - [Approved |]Department Director: Katie M. Bartle at 6/23/2021 9:15:11 AM - [Approved |]Department Director: Mark Lang at 6/23/2021 9:54:53 AM - [Approved |]Department Director: Sylvya Stevenson at 6/23/2021 11:04:29 AM - [Approved |]



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

TO: Purchasing
CC: Captain David Epperson
FROM: Beth Money, Office Administrator
RE: RLA to Purchase IDEMIA Maintenance and Support Agreements
DATE: June 10, 2021

The Jackson County Sheriff's Office has 4 LiveScan fingerprint booking stations provided by vendor Idemia Identity & Security, USA LLC, "IDEMIA". IDEMIA is a Sole Source vendor due to the proprietary nature of the hardware and software maintenance.

The IDEMIA Maintenance and Support Agreement #004068-017 originally executed November 28, 2017 is due for extension for the period January 1, 2021 through December 31, 2021 in the amount of \$12,446. The Agreement covers 2 LiveScan machines owned by Jackson County that are located at the Sheriff's Office General Headquarters (GHQ). The Agreement provides service, support and parts coverage for the 2 LiveScan Systems & Tenprint Card Printers hardware and software.

The Sheriff's Office also leases 2 LiveScan machines from IDEMIA which are located at the Sex Offender Registration Enforcement (SORE) Unit and the Jackson County Detention Center (JCDC). The Missouri State Highway Patrol received state appropriation in 2019 and 2020 (to apply to 2020 and 2021) to pay for maintenance on one leased device per agency. Therefore, we received invoices for service year 3 (2020) and year 4 (2021) of one machine, at a cost of \$6,592 per year. On 2/18/2021, IDEMIA emailed us invoice 127801 dated 2/20/2020 \$6,592 for the year 3 payment. We do not have record of receiving the 2020 invoice, or any past due notices on it, in 2020. On 2/22/2021 we received invoice 136055 \$6,592 for the year 4 payment.

The Agreement and invoices are attached. The Agreement for the owned devices is \$12,446. The Agreement invoice for the leased device is \$6,592 x 2 years = \$13,184. This is a total expense of \$25,630 to be made from the following account:

General Fund – Sheriff's Office – Software Maintenance 001-4201-56662

Thank you for your consideration.

INVOICE



5515 E. La Palma Ave.
Suite 100
Anaheim, CA 92807
USA
Phone (714) 238-2000

INVOICE

DATE
2/20/2020

NUMBER
127801A

Bill To: JACKSON COUNTY SHERIFF
4001 NE LAKEWOOD CT
LEE'S SUMMIT MO
64064 UNITED STATES

Ship To: JACKSON COUNTY SHERIFF
4001 NE LAKEWOOD CT
LEE'S SUMMIT MO 64064
UNITED STATES

PO#	CUST ID	SALESPERSON	SHIP VIA	PAY TERMS	DUE DATE	ORDER #
SERVICE AGREEMENT	JA150	DEFAULT	BEST_WAY	Net 30	3/21/2020	35118

<u>QUANTITY</u>	<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>U OF M</u>	<u>UNIT PRICE</u>	<u>EXT PRICE</u>
1.00	SERVICE	YEAR 3 PAYMENT- MORPHOTRAK LIVESCAN, PHOTO CAP		EACH	\$ 6,592.00000	\$ 6,592.00

PLEASE REMIT TO:
Idemia Identity & Security USA LLC
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807

IDEMIA IDENTITY & SECURITY
FED ID # 04-3320515

Subtotal	\$ 6,592.00
Tax %	\$ 0.00
Total	\$ 6,592.00

Email EFT Remittance to: MTK.eft.payments@idemia.com

Send ACH/Wire to: Swift Code: CITIUS33, Acct: 3885 7368, ACH Routing: 031100209, Wire Routing: 031100209

For questions regarding your account please contact Sonia Doner at (714) 575-2923, Serene Calaci at (714) 238-2052, or Devangi Stratman (714) 688-3126

INVOICE



5515 E. La Palma Ave.
Suite 100
Anaheim, CA 92807
USA
Phone (714) 238-2000

INVOICE

DATE
2/22/2021

NUMBER
136055A

Bill To: JACKSON COUNTY SHERIFF
4001 NE LAKEWOOD CT
ATTN: DANNY BARNES 816-507-5171
LEE'S SUMMIT MO 64064
UNITED STATES

Ship To: JACKSON COUNTY SHERIFF
4001 NE LAKEWOOD CT
LEE'S SUMMIT MO 64064
UNITED STATES

PO#	CUST ID	SALESPERSON	SHIP VIA	PAY TERMS	DUE DATE	ORDER #
SERVICE AGREEMENT	JA150	DEFAULT	BEST_WAY	Net 30	3/24/2021	35118

<u>QUANTITY</u>	<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>U OF M</u>	<u>UNIT PRICE</u>	<u>EXT PRICE</u>
1.00	SERVICE	YEAR 4 PAYMENT- MORPHOTRAK LIVESCAN, PHOTO CAP		EACH	\$ 6,592.00000	\$ 6,592.00

PLEASE REMIT TO:
Idemia Identity & Security USA LLC
P.O. Box 207240
Dallas, TX 75320-7240

IDEMIA IDENTITY & SECURITY
FED ID # 04-3320515

Subtotal	\$ 6,592.00
Tax %	\$ 0.00
Total	\$ 6,592.00

Email EFT Remittance to: EFT@us.idemia.com

Send ACH/Wire to: Swift Code: WFBIUS6S, Acct: 4295325468, ACH Routing: 121000248, Wire Routing: 121000248

For questions regarding your account please contact Sonia Doner at (714) 575-2923 or Serene Calaci at (714) 238-2052



5515 E. La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

June 11, 2021

Sergeant Chuck DeGroff
Jackson County Sheriff's Office
4001 NE Lakewood Ct.
Lee's Summit, MO 64064
CDegroff@jacksongov.org
(816) 524-4302

RE: Extension to Maintenance and Support Agreement # 004068-017

Dear Sergeant Chuck DeGroff,

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Jackson County Sheriff's Office** Maintenance and Support Agreement for the period **January 1, 2021** through **December 31, 2021**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Karla.Vazquez@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714)575-2936 or e-mail Karla.Vazquez@us.idemia.com. Thank you in advance.

Thank you,

Karla Vazquez
Maintenance Agreement Specialist
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

JACKSON COUNTY SHERIFF'S OFFICE

Signed by: _____

Signed by: _____

Printed Name: Michael Hash

Printed Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

Please note: this is not an invoice. An invoice will be provided after receipt of the signed document OR purchase order.

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 004068-017

CUSTOMER: Jackson County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
LiveScan	LiveScan System	MOELSAC21 MOELSAC35	2
Printer	Tenprint Card Printer	MOELSACLEX21 MOELSACLEX35	2

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 004068-017 Date June 11, 2021

New Term Effective Start January 1, 2021 End December 31, 2021

STANDARD SUPPORT

Advantage – Software Support

- ◆ Telephone Response: 2 Hour ◆ Standard Releases & Updates ◆ Supplemental Releases & Updates
- ◆ Remote Dial-In Analysis ◆ Automatic Call Escalation ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Unlimited Telephone Support

On-Site Hardware Support

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM ◆ Defective Parts Replacement ◆ Hardware Service Reporting
- ◆ Next Day PPM On-site Response ◆ Escalation Support ◆ Product Repair
- ◆ Hardware Vendor Liaison ◆ Hardware Customer Alert Bulletins ◆ Equipment Inventory Detail Management

Parts Support

- ◆ Parts Ordered & Shipped Next Business Day ◆ Parts Customer Alert Bulletins
- * If customer is providing their own on-site hardware support, the following applies:*
- Customer Orders & Replaces Parts ➢ Telephone Technical Support for Parts Replacement Available

ADDITIONAL OPTIONS

- Users Conference Attendance** (\$4,200 per Attendee) Year: 2021 Number Attendees Requested
- Registration fee • Roundtrip travel for event
 - Daily meals • Ground transportation to/from the conference airport to the conference hotel
 - Hotel accommodations
- \$ _____

GRAND TOTAL	\$ 12,446.00
*Exclusive of taxes if applicable	

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.

Jackson County, Missouri

AFFIDAVIT

STATE OF California)
) SS.
COUNTY OF Orange)

Michael Hash of the City of Anaheim
County of Orange State of California being duly sworn on her or his oath, deposes and says;

1. That I am the Vice President (Title of Affiant) of Idemia Identity & Security, USA LLC (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Idemia Identity & Security, USA LLC (Name of Bidder)

By: [Signature] (Signature of Affiant)
Vice President (Title of Affiant)

Subscribed and sworn to before me this 09th day of February, 2021

[Signature]

NOTARY PUBLIC in and for the County of Orange (SEAL)

State of California

My Commission Expires: Sept. 17, 2024



Jackson County, Missouri

AFFIDAVIT

STATE OF California)
) SS.
COUNTY OF Orange)

Michael Hash of the City of Anaheim
County of Orange State of California being duly sworn on her or his oath, deposes and says;

1. That I am the Vice President (Title of Affiant) of Idemia Identity & Security, USA LLC (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Idemia Identity & Security, USA LLC (Name of Bidder)

By: [Signature] (Signature of Affiant)

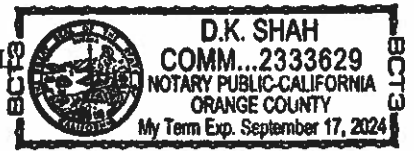
Vice President (Title of Affiant)

Subscribed and sworn to before me this 09th day of February, 2021

NOTARY PUBLIC in and for the County of Orange (SEAL)

State of California

My Commission Expires: Sept. 17, 2024



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 auto/truck and motorcycle maintenance and repair services for use by various County departments to Accent Automotive, Inc., of Blue Springs, MO, Naura, Inc., dba AAMCO Transmissions of Blue Springs, MO, George McCorkendale Auto Services, Inc., of Blue Springs, MO, Greg's Tire Center of Independence, MO, KC Wholesale of Oak Grove, MO, Metro Ford, Inc., of Independence, MO, Midway Ford Truck Center of Kansas City, MO, Worth East, LLC, dba Outlaw Harley-Davidson of Blue Springs, MO, Romaine Electric Corporation of Kent, WA, and Sargent Auto and Diesel Repair, LLC, of Grain Valley, MO, under the terms and conditions of Invitation to Bid No. 16-21.

RESOLUTION NO. 20715, July 6, 2021

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, pursuant to Invitation to Bid No. 16-21, the Director of Finance and Purchasing has solicited formal written bids for the furnishing of auto/truck and motorcycle maintenance and repair services for use by various County departments; and,

WHEREAS, a total of sixty notifications were distributed and ten responses were received and evaluated; and,

WHEREAS, an evaluation committee made up of representatives from the Public Works and Parks + Rec Departments and the Sheriff's Office evaluated the bids submitted; and,

WHEREAS, following the recommendation of the evaluation committee, the Director of Finance and Purchasing recommends the award of twelve-month term and supply

contracts with one twelve-month option to extend to the following vendors, all located in Jackson County unless otherwise indicated, to ensure the ready availability of services for a variety of vehicles in various locations throughout the County:

BIDDER

Accent Automotive, Inc.
Blue Springs, MO

Naura, Inc., dba AAMCO Transmissions
Blue Springs, MO

George McCorkendale Auto Services, Inc.
Blue Springs, MO

Greg's Tire Center
Independence, MO

KC Wholesale
Oak Grove, MO

Metro Ford, Inc.
Independence, MO

Midway Ford Truck Center
Kansas City (Clay County), MO

Worth East, LLC, dba Outlaw Harley-Davidson
Blue Springs, MO

Romaine Electric Corporation
Kent, WA

Sargent Auto and Diesel Repair, LLC
Grain Valley, MO

and,

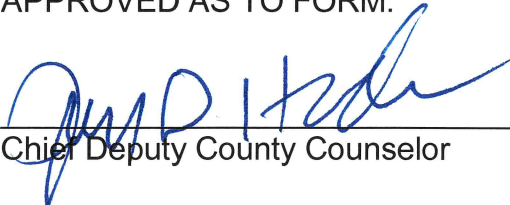
WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that 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,

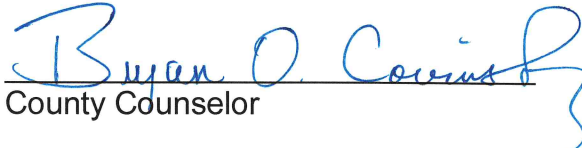
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts, to the extent that sufficient appropriations to the using spending agencies are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20715 of July 6, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

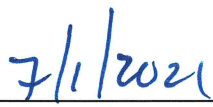
Abstaining _____

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.



Date



Chief Administrative Officer

Request for Legislative Action

Res. No: 20715
Sponsor: Charlie Franklin
Date: July 6, 2021

Completed by County Counselor's Office			
Action Requested:		Res.Ord No.:	20715
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	7/6/2021

Introduction
Action Items: ['Award']
Project/Title:
Awarding a Twelve Month Term and Supply Contract with One Twelve Month Option to Extend for the furnishing of Auto, Truck and Motorcycle Maintenance and Repair Services for County-Wide use to the following vendors: Accent Automotive Inc. of Blue Springs, MO; Naura Inc. dba AAMCO Transmissions of Blue Springs, MO; George McCorkendale Auto Services, Inc of Blue Springs, MO; Greg's Tire Center of Independence, MO; KC Wholesale of Oak Grove, MO; Metro Ford Inc. of Independence, MO; Midway Ford Truck Center of Kansas City, MO; Worth East, LLC dba Outlaw Harley-Davidson of Blue Springs, MO; Romaine Electric Corporation of Kent, Washington; and Sargent Auto and Diesel Repair LLC of Grain Valley, MO under the terms and conditions of Invitation to Bid No. 16-21.

Request Summary
Various County Departments require a Term and Supply Contract for the furnishing of Auto, Truck and Motorcycle Maintenance and Repair Services. The Purchasing Department issued Invitation to Bid No. 16-21 in response to those requirements.
A total of Sixty notifications were distributed with Ten responses received and evaluated. Please see Bid Recap attachment.
The Evaluation Committee consisting of the following County Departments: Department of Corrections, Facilities Management Division; Public Works, Parks + Rec and Sheriff's Office recommend award to: Accent Automotive Inc. of Blue Springs, MO; Naura Inc. dba AAMCO Transmissions of Blue Springs, MO; George McCorkendale Auto Services, Inc of Blue Springs, MO; Greg's Tire Center of Independence, MO; KC Wholesale of Oak Grove, MO; Metro Ford Inc. of Independence, MO; Midway Ford Truck Center of Kansas City, MO; Worth East LLC, dba Outlaw Harley-Davidson of Blue Springs, MO; Romaine Electric Corporation of Kent, Washington; and Sargent Auto and Diesel Repair LLC of Grain Valley, MO based on the lowest and best bids with multiple options for service depending on County needs and accessibility.
Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract with One Twelve Month Option to extend for the furnishing of Auto, Truck and Motorcycle Maintenance and Repair for County-Wide use to the following vendors: Accent Automotive Inc. of Blue Springs, MO; Naura Inc. dba AAMCO Transmissions of Blue Springs, MO; George McCorkendale Auto Services, Inc of Blue Springs, MO; Greg's Tire Center of Independence, MO; KC Wholesale of Oak Grove, MO; Metro Ford Inc. of Independence, MO; Midway Ford Truck Center of Kansas City, MO; Worth East LLC, dba Outlaw Harley-Davidson of Blue Springs, MO; Romaine Electric Corporation of Kent, Washington; and Sargent Auto and Diesel Repair LLC of Grain Valley, MO under the terms and conditions of Invitation to Bid No. 16-21 as the lowest and best

Request for Legislative Action

bidders.

The annual estimated usage is \$563,000 for the following County Departments:

Sheriff's Department: \$340,000

Parks + Rec: \$110,000

Public Works: \$90,000

Corrections: \$13,000

Facilities Management: \$10,000

The 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.

Contact Information

Department:	Finance	Submitted Date:	6/17/2021
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:	\$		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19120	April 4, 2016

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:	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 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

Keith E. Allen at 6/17/2021 11:32:47 AM - [Submitted |]Department Director: Bob Crutsinger at 6/17/2021 2:59:52 PM - [Approved |]Department Director: Barbara J. Casamento at 6/17/2021 4:28:27 PM - [Returned for more information | In the last paragraph of the Request Summary include the estimated annual award amount for each department and the total]Department Director: Keith E. Allen at 6/21/2021 11:37:01 AM - [Submitted |]Department Director: Bob Crutsinger at 6/23/2021 12:28:56 PM - [Approved |]Department Director: Barbara J. Casamento at 6/23/2021 12:52:47 PM - [Approved |]Department Director: Katie M. Bartle at 6/23/2021 2:21:03 PM - [Approved | eRLA 135]Department Director: Mark Lang at 6/23/2021 2:38:03 PM - [Approved |]Department Director: Troy Schulte at 6/23/2021 3:45:32 PM - [Approved |]

ITB: 16-21													
Date: April 27, 2021				Greg's Tire Center Independence, MO		Romaine Electric Co Kent, WA		Midway Ford Truck Kansas City, MO		Accent Automotive Blue Springs, MO		DUTYMAN HD Blue Springs, MO	
Auto/Truck/Motorcycle Maint, Parts & Service													
NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1	Section 1			see bid	see bid	see bid	see bid	see bid	see bid	see bid	see bid	see bid	see bid
2	Section 2												
3	Section 3												
4	Section 4												
5	Section 5												
6	Section 6												
7	Section 7												

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: 4-27-2021 BY
Mary Davis
 CLERK OF THE LEGISLATURE
Kedd
 PURCHASING

APR 27 PM 2:01



Jackson County Detention Center

Office of the Jackson County Sheriff
Sheriff Darryl Forté



TO: Keith Allen-Sr. Buyer
FROM: Deloris Wells, Deputy Director of Operations JCSODC
SUBJECT: Recommendation Memo 16-21 Auto Truck Motorcycle Maintenance & Repair
DATE: May 13, 2021

Mr. Allen,

It is estimated that the Jackson County Sheriff's Office, Detention Center will spend approximately \$13,000.00, annually on routine vehicle maintenance, body work and tire repair. We recommend the award be split between Metro Ford and Greg's Tire for these services.

Both shops have provided quality services at a very competitive rate and always work on our vehicles as a top priority. Metro Ford and Greg's Tire understand the importance of the jail having fully functioning, reliable vehicles when transporting detainees. Both vendors thoroughly review the vehicles during service and make sensible recommendations for future services needed.

D. Wells *Deloris Wells*

Cc.

Major Michael Montgomery

Director Diana Turner



JACKSON COUNTY Facilities Management Division

Jackson County Courthouse
415 East 12th Street, Third Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

From: Rick Gerla, Facilities Management Administrator

To: Keith Allen, Buyer, Purchasing Department

Date: 6/15/2021

Subject: Bid #16-21 Auto/Truck Repair, Maintenance and Service, Term and Supply Contract Recommendation

Keith,

This memorandum is being prepared and submitted in response to your request for feedback regarding recommendation on the above contract being awarded by Jackson County for Bid #16-21 Auto/Truck/Motorcycle Repair, Maintenance and Service on a Term and Supply basis.

After review of the submitted bids and prices, The Facilities Management Division would like to recommend moving forward with Greg's Tire Center; a vendor who applied for this contract. Annual spend will be around \$10,000.00 for the FMD division.

Of the companies that bid, Greg's Tire is the only vendor that FMD currently uses for our few vehicles for maintenance and service.

Thank you,

A handwritten signature in blue ink that reads "R Gerla".

Rick Gerla
Facilities Management Administrator
816.881.3748 (desk)
816.217.9310 (mobile)

Frank White, Jr., County Executive



JACKSON COUNTY

Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
www.jacksongov.org

*Administration
Historic Sites
Ranger Station
Leisure Services
(816) 503-4800
Fax (816) 795-1234*

*Kemper Outdoor
Education Center
(816) 229-8980*

*Fred Arbanas
Golf Course at
Longview Lake
(816) 761-9445*

*Blue Springs Marina
(816) 795-1112*

*Jacomo Marina
(816) 795-8888*

*Longview Marina
(816) 966-0131*

*Special Population
Services
(816) 763-5130*

MEMORANDUM

TO: Keith Allen, Senior Buyer, Purchasing

FROM: John Johnson, Superintendent Park Operations

DATE: May 20, 2021

SUBJECT: T/S Contract: ITB No. 16-21 Auto & Truck Maintenance & Repair

The Parks + Rec department recommends the split award to multiple vendors for this category, as one single vendor does not accommodate all of the needs of the department. After review of the competitive prices from the vendors combined with the age of our equipment and vehicle fleet which contribute to frequent downtime and during peak season or during inclement winter weather, we need multiple options to have key equipment repaired in a timely manner.

Specifically, we recommend award to:

- Metro Ford
- KC Wholesale
- Midway Ford
- Greg's Tire
- Aamco
- Accent Automotive

Parks anticipates spending \$110,000 – 003-1602-56530 over the next twelve months.

Thank you.

Frank White Jr., County Executive



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: Keith Allen, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: May 20, 2021

SUBJECT: Recommendation for Vendors: Metro Ford, AAMCO, Sargent, KC Wholesale, Romaine Electric Corp, Midway Ford Truck Center, and Accent Automotive.

Please consider bid No. 16-21 Auto/Truck/Motorcycle Maintenance & Repair Services be split and awarded to Metro Ford, AAMCO, Sargent, KC Wholesale, Romaine Electric Corp, Midway Ford Truck Center, and Accent Automotive.

One single vendor does not accommodate every equipment manufacturer needed for repair of County equipment. Also, one vendor may have a cheaper price than the other for certain parts. In addition, these vendors have extensive previous experience working on County Equipment and all vendors offer competitive pricing for our needs.

It is estimated that Road & Bridge Public Works could spend approximately \$90,000.00 annually between these 7 vendors.

For the reasons above, it has been requested that bid No. 16-21 Auto/Truck/Motorcycle Maintenance & Repair Services be split and awarded to Metro Ford, AAMCO, Sargent, KC Wholesale, Romaine Electric Corp, Midway Ford Truck Center, and Accent Automotive.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

TO: Keith Allen, Finance and Purchasing Department
FROM: A/Cpt. J. Payne #23, Support Services Division
DATE: 05-06-2021
SUBJECT: Recommendation for Vendors: McCorkendale's Auto Service of Blue Springs, Metro Ford of Independence, Greg's Tire Center of Independence, and Outlaw Harley-Davidson of Blue Springs

Sir,

After review of all submitted bids and prices included, please consider for bid No. 16-21 Auto, Truck, & Motorcycle Maintenance and Repair Services be awarded to the following:

- **McCorkendale's Auto Service of Blue Springs** for their ability to:
 - Service all types of autos and truck operated by the Sheriff's Office.
 - Provided good communication and supervision necessary for vehicle maintenance and repair.
 - Has the facilities equipped and supplied to service and repair the referenced vehicles.
 - Completes the requested repairs and service within 3 calendar days.
- **Metro Ford of Independence** for their ability to:
 - Repair auto body damage to all types of autos and truck operated by the Sheriff's Office.
 - Provided good communication and supervision necessary for vehicle maintenance and repair.
 - Has the facilities equipped and supplied to repair the referenced vehicles.
- **Greg's Tire Center of Independence** for their ability to:
 - Service all types of autos and truck operated by the Sheriff's Office.
 - Provided good communication and supervision necessary for vehicle maintenance and repair.
 - Has the facilities equipped and supplied to service and repair the referenced vehicles.
 - Completes the requested repairs and service within 3 calendar day.
- **Outlaw Harley-Davidson of Blue Springs** for their ability to:
 - Service the motorcycles operated by the Sheriff's Office.
 - Provided good communication and supervision necessary for vehicle maintenance and repair.
 - Has the facilities equipped and supplied to service and repair the referenced vehicles.
 - Completes the requested repairs and service within 3 calendar day.

It is estimated the Sheriff's Office could spend approximately \$340,000.00 annually with these vendors.

Thank you for your consideration,

A/Cpt. John Payne

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of annual software maintenance for use by the Sheriff's Office to Omnigo Software of St. Louis, MO, as a sole source purchase, at an actual cost to the County in the amount of \$73,628.00.

RESOLUTION NO. 20716, July 6, 2021

INTRODUCED BY Ronald E Finley, County Legislator

WHEREAS, the Sheriff's Office has a need for annual maintenance for its dispatch and law enforcement records management software systems; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of the contract for the required annual software maintenance from Omnigo Software of St. Louis, MO, at an actual cost to the County in the amount of \$73,628.00, as a sole source purchase; and,

WHEREAS, award as a sole source is appropriate as only Omnigo Software, the developer of the Office's proprietary software, is capable of providing its maintenance; and,

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,

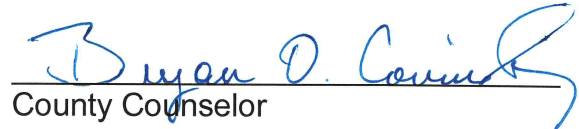
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20716 of July 6, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 4201 56662
ACCOUNT TITLE: General Fund
Sheriff
Software Maintenance
NOT TO EXCEED: \$73,628.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. No.: 20716
Sponsor: Ronald E. Finley
Date: July 6, 2021

Completed by County Counselor's Office			
Action Requested:		Res.Ord No.:	20716
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	7/6/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the purchase of an Annual Maintenance and Support Agreement from Omnigo Software, LLC, "Omnigo", of St. Louis, Missouri in the amount of \$73,628.

Request Summary
<p>The annual Omnigo Software, LLC, "Omnigo", Maintenance and Support Agreement needs to be renewed for the law enforcement dispatch and records management software systems used by the Sheriff's Office, at a cost of \$73,628. Omnigo is considered a Sole Source as they are the original developer and owner of the software and would provide maintenance and periodic system upgrades.</p> <p>The Agreement is necessary to ensure continued efficient access to law enforcement records and dispatching services. We are requesting authorization to purchase the Agreement pursuant to Section 1030.1 Sole Source of Chapter 10 of the Jackson County Code.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	6/15/2021
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information			
Amount authorized by this legislation this fiscal year:			\$73,628
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$73,628
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	4201 (Sheriff)	56662 (Software Maintenance)	\$73,628

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20471	August 10, 2020
20267	September 23, 2019

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"> 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. 	

Request for Legislative Action

History

Elizabeth A. Money at 6/15/2021 3:14:43 PM - [Submitted |]Department Director: Ronald A. Fletcher at 6/15/2021 3:39:16 PM - [Approved |]Department Director: Barbara J. Casamento at 6/16/2021 11:23:58 AM - [Approved |]Department Director: Katie M. Bartle at 6/16/2021 1:04:42 PM - [Returned for more information | Omnigo Software is not in Compliance. They have set up a profile but did not complete an application. They can log back into their profile and click "Start a New Certificate of Compliance Application". Please contact Ikeela Alford at ialford@jacksongov.org with questions.]Department Director: Elizabeth A. Money at 6/23/2021 10:10:36 AM - [Submitted | The vendor completed the certificate application and is now compliant.]Department Director: Ronald A. Fletcher at 6/23/2021 11:13:23 AM - [Approved |]Department Director: Barbara J. Casamento at 6/23/2021 12:03:53 PM - [Approved |]Department Director: Katie M. Bartle at 6/23/2021 1:54:17 PM - [Approved | eRLA 133]Department Director: Mark Lang at 6/23/2021 2:36:03 PM - [Approved | The fiscal note is attached.]Department Director: Troy Schulte at 6/23/2021 3:46:41 PM - [Approved |]

Jackson County, Missouri

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF St. Louis County)

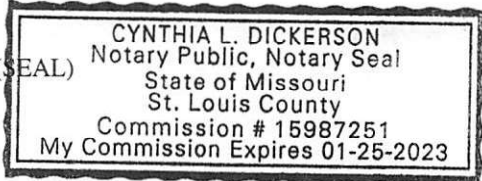
Colleen Mocko of the City of Glen Ellyn
County of DuPage State of Illinois being duly sworn on her or his oath, deposes and says;

1. That I am the Chief Financial Officer (Title of Affiant) of Omnigo Software, LLC (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Omnigo Software, LLC (Name of Bidder)
By: Colleen Mocko (Signature of Affiant)
D2B342CC44AE4C4...
Chief Financial Officer (Title of Affiant)

Subscribed and sworn to before me this 10 day of June, 2021

Cynthia L. Dickerson
NOTARY PUBLIC in and for the County of St. Louis County (SEAL)
State of Missouri
My Commission Expires: 1-25-2023





Omnigo Software
 10430 Baur Blvd
 Saint Louis MO 63132-1905
 United States
 Phone 800-814-4843
www.omnigo.com

Invoice: I-OS008777
 Invoice Date: 6/9/2021
 Due Date: 7/9/2021

Bill To

JACKSON COUNTY SHERIFF'S OFFICE
 415 East 12th Street
 Kansas City Missouri 64106
 United States

Ship To

JACKSON COUNTY SHERIFF'S OFFICE
 415 E 12th St
 Kansas City MO 64106-2706
 United States

Client ID: 1004504	PO #:	Quote #: Q-20036			
Product Description	Start Date	End Date	Cost	Qty	Amount
Police Department Bundle (CAD, RMS, Mobile)	7/24/2021	7/23/2022	\$73,627.84	1	\$73,627.84

Please pay promptly. Invoices not paid by the due date may cause an interruption in service.

Refer all questions to:
 Accounts Receivable
 800-814-4843 Ext. 304
 AR@omnigo.com

Please reference invoice # I-OS008777 on your payment.
 Thank you for your business.

Subtotal	USD \$73,627.84
Sales Tax	\$0.00
Ship & Hand.	
Total Invoice	\$73,627.84
Payment Rcvd.	\$0.00
Total Due \$	USD \$73,627.84

Remit To:

Omnigo Software
 PO Box 734008
 Chicago, IL 60673-4008



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

TO: Purchasing
CC: Captain David Epperson
FROM: Beth Money, Office Administrator
RE: RLA to Purchase Omnigo Software, LLC Maintenance Agreement; Sole Source
DATE: June 15, 2021

The Sheriff's Office uses Omnigo Software, LLC, "Omnigo" (formerly Information Technologies, Inc., "ITI") for our law enforcement dispatch and records management software systems. Omnigo is the developer of the Omnigo/ITI Records Management and CAD software systems used by this office since 2002.

The Sheriff's Office has maintained a service agreement with Omnigo for the maintenance and periodic upgrades of the software systems, including major upgrades or renewals in 2003, 2006, 2009, 2013, 2015 and 2017. As the original developer and owner of the software systems, Omnigo is the Sole Source of manufacturer maintenance and service required to ensure continued efficient access to law enforcement records and dispatching services.

Invoice I-OS008777 for \$73,627.84 covers the time period 7/24/2021 to 7/23/2022 and is attached for review. The purchase is to be made from the following account:

General Fund – Sheriff's Office – Software Maintenance

001-4201-56662

Thank you for your consideration.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION nominating candidates for appointment to the Jackson County Sports Complex Authority, for a term to expire July 15, 2026.

RESOLUTION NO. 20717, July 6, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the term of Deron L. Cherry as a member of the Jackson County Sports Complex Authority expires July 15, 2021, and this will result in a vacancy on the authority; and,

WHEREAS, pursuant to §64.930, RSMo 2016, and case law construing said section, in the event of a vacancy, a panel of three nominees shall be submitted by majority vote of the County Legislature to the governor for appointment; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following nominees shall be submitted to the governor for his consideration for final appointment to fill the vacancy on the Jackson County Sports Complex Authority occasioned by the expiration of the term of Deron L. Cherry, for a new term to expire July 15, 2026.

A. _____

B. _____

C. _____

and,

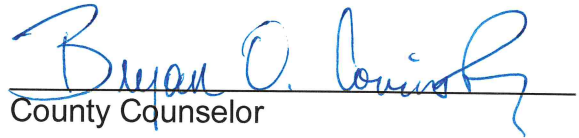
BE IT FURTHER RESOLVED that the Clerk of the Legislature be and hereby is directed to submit this panel to the governor by providing him a true and correct copy hereof.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20717 of July 6, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Request for Legislative Action

Res. No.: 20717

Sponsor: Daniel Tarwater III

Date: July 6, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20717
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	7/6/2021

Introduction
Action Items: ['Authorize']
Project/Title:
A Resolution nominating candidates for appointment to the Jackson County Sports Complex Authority, for a term to expire July 15, 2026.

Request Summary
<p>The term of Deron L. Cherry as a member of the Jackson County Sports Complex Authority expires on July 15, 2021, and this will result in a vacancy of the authority.</p> <p>Pursuant to section 64.930 RSMo and case law construing said section, in the event a vacancy exists, a panel of three nominees shall be submitted by majority vote of the County Legislature to the governor for his consideration for final appointment to fill the vacancy.</p> <p>This requested resolution will direct the Legislature to nominate a panel of candidates to fill the vacancy on the Jackson County Sports Complex Authority occasioned by the expiration of the term of Deron L. Cherry, for a new term to expire July 15, 2026.</p> <p>After the Legislature votes on its panel of nominees, the Clerk of the Legislature is directed to submit this panel to the governor's office for final appointment.</p>

Contact Information			
Department:	Clerk of Legislature	Submitted Date:	6/25/2021
Name:	Tedi H. Rowland	Email:	TRowland@jacksongov.org
Title:	Deputy County Clerk	Phone:	816-881-3246

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19201	June 27, 2016

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"> This legislative action does not impact the County financially and does not require Finance/Budget approval. 	

Request for Legislative Action

History

Tedi H. Rowland at 6/25/2021 9:44:14 AM - [Submitted |]
Department Director: Anne E. Collier at 6/30/2021 6:40:44 PM - [Approved | Restarting workflow due to workflow issue. Original comments are as follows:Tedi H. Rowland at 6/25/2021 9:44:14 AM - [Submitted |] Department Director: Mary Jo Spino at 6/25/2021 10:00:47 AM - [Returned for more information | Please add R. #19201 as the reference instead of R. #20446 since it deals with the appointment of Deron Cherry. Thanks!] Department Director: Tedi H. Rowland at 6/25/2021 10:06:37 AM - [Submitted |] Department Director: Mary Jo Spino at 6/25/2021 10:14:49 AM - [Approved |] Department Director: Barbara J. Casamento at 6/25/2021 11:47:25 AM - [Not applicable |] Department Director: Katie M. Bartle at 6/25/2021 3:01:19 PM - [Approved | eRLA 138]]
Finance (Purchasing): Lisa Honn at 6/30/2021 7:06:45 PM - [Approved | Processing per workflow restart (mentioned above) to return to Budget status.]
Compliance: Lisa Honn at 6/30/2021 7:29:25 PM - [Approved | Processing per workflow restart (mentioned above) to return to Budget status.]
Finance (Budget): Mark Lang at 7/1/2021 8:53:40 AM - [Not applicable |]
Executive: Troy Schulte at 7/1/2021 10:11:28 AM - [Approved |]
Legal: Anne E. Collier at 7/1/2021 10:31:57 AM - [Approved | Pushing per workflow restart]