

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$20,000.00 from the fund balance of the 2014 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute an agreement in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for "Operation Signed and Sealed."

ORDINANCE NO. 4630, June 16, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the Jackson County Drug Task Force (JCETF) and the U.S. Department of Justice's Drug Enforcement Administration have formed the Organized Crime Drug Enforcement Task Force (OCDEF) to conduct a joint federal drug investigation, OCDEF Case No. WC-MOW-0291, Operation Signed and Sealed, for the period of December 8, 2013, through September 30, 2014; and,

WHEREAS, the overtime costs incurred by the JCETF for this investigation will be reimbursed by the OCDEF, in an amount not to exceed \$20,000.00; and,

WHEREAS, an appropriation is necessary to place the projected funds in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2014 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund Organized Crime Drug Enforcement			
008-4133	45792 - Increase Revenue	\$20,000	
008-2810	Undesignated Fund Balance		\$20,000
008-2810	Undesignated Fund Balance	\$20,000	
008-4133	55030 - Overtime		\$20,000

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute any documents necessary to give effect to this ordinance.

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

APPROVED AS TO FORM:


Senior Deputy County Counselor


County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4630 introduced on June 16, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4630.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 008 2810
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$20,000.00


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4630

Sponsor(s): Dan Tarwater

Date: June 16, 2014

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Organized Crime Drug Enforcement Task Force</u></p>										
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$20,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$20,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance TO 008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime</td><td>FROM ACCT \$20,000 TO ACCT \$20,000</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$37,732.44 Prior Year Actual Amount Spent (if applicable): \$22,260.59</p>	Amount authorized by this legislation this fiscal year:	\$20,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$20,000	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance TO 008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime	FROM ACCT \$20,000 TO ACCT \$20,000
Amount authorized by this legislation this fiscal year:	\$20,000										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$20,000										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance TO 008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime	FROM ACCT \$20,000 TO ACCT \$20,000										
PRIOR LEGISLATION	<p>Prior ordinances and (date): 4524 (4/22/13), 4572 (9/30/13) , 4573 (9/30/13)</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Dan Cummings OIC 816.503.4725</p>										
REQUEST SUMMARY	<p>The Jackson County Drug Task Force (JCDDTF) and Homeland Security are conducting a joint federal drug investigation. The agencies have formed an Organized Drug Enforcement Task Force (OCDETF), Operation Signed and Sealed, for the period of December 8, 2013 through September 30, 2014. As a result, the JCDDTF will be reimbursed overtime costs by the OCDETF program associated with this investigation.</p> <p>Please appropriate \$20,000 from the undesignated fund balance of the Anti-Drug Sales Tax Fund into:</p> <p>008-4133-55030</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	OCDETF Agreement	
REVIEW	Department Director: <i>[Signature]</i>	Date: <i>5-29-14</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Mary Rasmussen</i>	Date: <i>6/9/14</i>
	Division Manager: <i>Cathy Kelly</i>	Date: <i>6-11-14</i>
	County Counselor's Office:	Date:

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in _____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☒ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
008-2810	Anti-Drug Sales Tax Fund – Undesignated Fund Balance	\$20,000

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

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

ORD # 4630

Department / Division	Character/Description	From	To
Anti-Drug Sales Tax - 008			
4133 - Organized Crime Drug Enf	45792 - Increase Revenues	20,000	
2810	Undesignated Fund Balance		20,000
2810	Undesignated Fund Balance	20,000	
4133 - Organized Crime Drug Enf	55030 - Overtime		20,000
		20,000	20,000

Mary Rasmussen
Budgeting



U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
West Central Region

Thomas F. Eagleton Courthouse
111 S. 10th Street, Suite 20.333
St. Louis, MO 63102

314-539-2200
Fax: 314-539-2312

Capt. Danny Cummings
Jackson County DTF
PO Box 392
Blue Springs, MO 64015

May 23, 2014

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2014

Dear Capt. Cummings:

The West Central Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Jackson County DTF under the following terms:

OCDETF Case #:	WC-MOW-0291	SIGNED AND SEALED
Dates of the Agreement:	12/08/2013 through 09/30/2014 (Fiscal 2014)	
Funding Amount:	\$ 20,000.00	
Sponsoring Federal Agency:	ICE	

At no time should your State or Local agency exceed the approved funding noted above.

****Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.**

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Coordinator **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

Law Enforcement Sensitive

OCDETF Agreement for Fiscal Year 2014

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$17,202.25 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2013). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Betsy Crawford at 314-539-6842.

Very truly yours,

Richard G. Callahan
United States Attorney



Sam C. Bertolet
OCDETF Coordinator
West Central Region

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 44-6000524
 CFDA #: 16.111

DC#: N-32-

Amount Requested:

\$ \$20,000.00

Number of Officers Listed: 13

From: December 8, 2013

Beginning Date of Agreement

To: September 30, 2014

Ending Date of Agreement

OCDETF Investigation / Strategic Initiative

Number: WC-MOW-291 Operation Signed and Sealed

Federal Agency Investigation

Number: KC13GR13KG0020, IE-14-0042/WDC1R

State or Local Agency Name and Address:

Jackson County Drug Task Force

P.O. Box 392

Blue Springs, MO 64015

State or Local Agency

Narcotics Supervisor: Capt. Danny Cummings

Telephone Number: 816-503-4725

E-mail Address: dcummings@jcdtf.com

Fax # (if applicable): 816-224-3360

Sponsoring Federal Agency

Group/Squad Supervisor: Jim Sutton

Telephone Number: 816-802-8515

E-mail Address: james.w.sutton@dhs.gov

Sponsoring Federal Agency(ies):

HSI, DEA

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Randy Ellis

Telephone Number: 816-655-3784

E-mail Address: rellis@jcdtf.com

Fax # (if applicable): 816-224-3360

Agreement (FY14), Page 1

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2014.
2. No individual Agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.
6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.
13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.
14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, JHDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.
17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.
19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (sec. e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.
22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: [Signature] OFFICER IN CHARGE 5/20/14
Authorized State or Local Official Title Date

Approved By: [Signature] ASAC 20 MAY 2014
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Approved By: [Signature] 22 May 2014
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: [Signature] 5/23/14
Assistant United States Attorney Regional OCDETF Coordinator Date

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. Subject to availability of funds.

Funds Certified: _____
OCDETF Executive Office Date

Approving Official: _____
OCDETF Executive Office Date

Addendum A

Definition of "Full-Time Participation" Exemption

The "full-time" rule states:

Officers assigned to OCDETF investigations are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the investigation and the parent State or local agency must pay the base salary of these officers.

In paragraph (9) of the Agreement approval section, there is an exception allowed for the "State or local officers unable to be assigned to an OCDETF investigation on a full-time basis" and an exception is granted by the OCDETF coordination group.

To be in compliance with these directives the State and local agencies must make a significant contribution of base salary (regular time) to the OCDETF investigation. The lead State and local officers should work 40 hours per week regular time.

However, given the size of narcotics units in most of the departments in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands:

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE West Central Region Policy on Overtime Reimbursement

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

Any Other Exceptions or Justifications

Addendum B

Catron, Jackie (USAMOE)

Subject: FW: OCDETF OT

From: Crawford, Kaye E [<mailto:Kaye.E.Crawford@ice.dhs.gov>]
Sent: Friday, May 23, 2014 1:05 PM
To: Catron, Jackie (USAMOE)
Subject: FW: OCDETF OT

Betsy Crawford
West Central OCDETF Coordinator
St. Louis, Missouri
(314) 539-6842 office
(314) 226-3302 cell

From: Kirby, Shawn P
Sent: Friday, May 23, 2014 10:08 AM
To: Crawford, Kaye E
Subject: OCDETF OT

Betsy,

I acknowledge that the OCDETF State and Local overtime will consider DOJ a participant in the sharing of any assets seized and forfeited.

This is a T-III investigation.

Thanks!

Shawn P. Kirby
Special Agent
U.S. Department of Homeland Security
ICE Homeland Security Investigations
HSI Kansas City - Contraband Smuggling Group
Cell: 816-918-5977
Office: 816-802-8576
Fax: 816-584-1976
Shawn.Kirby@dhs.gov

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION

(State & Local Agency name and address must match Agreement cover sheet)

Name:	Jackson County
Address:	415 E 120th St., Suite 105, Kansas City, MO 64106
Taxpayer ID Number:	44-6000524
Contact Person Name:	Sara Matthes
Telephone Number:	816-881-3454

FINANCIAL INSTITUTION INFORMATION

Bank Name:	Bank of America
Nine-Digit ABA Routing Transit Number:	081000032
Depositor Account Number:	012061904220
Type of Account: (checking/savings)	Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing and installation of a fuel line and dispensing system upgrade for use by the Parks + Rec Department to Petroleum Equipment, Inc., of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 36-14, at an actual cost to the County not to exceed \$37,356.00.

RESOLUTION NO. 18542, June 16, 2014

INTRODUCED BY Fred Arbanas, County Legislator

WHEREAS, the Blue Springs Lake Marina has a need for an upgraded fuel line and dispensing system; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 36-14 for the furnishing of this system for use by the Parks + Rec Department; and,

WHEREAS, a total of twenty-one notifications were distributed with the three lowest responses received and evaluated as follows:

<u>BIDDER</u>	<u>TOTAL BASE BID + ALTERNATIVE 2</u>
Petroleum Equipment Kansas City (Jackson County), MO	\$37,355.10
Mid-State Petroleum Equipment Hallsville, MO	\$43,435.58
Double Check Company Kansas City (Jackson County), MO	\$37,959.98

and,

WHEREAS, the Director of Finance and Purchasing recommends that award be made to Petroleum Equipment of Kansas City, MO, as the lowest and best bidder; 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 to 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, 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:



Senior Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18542 of June 16, 2014, was duly passed on _____, 2014 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: 003 1608 58060
ACCOUNT TITLE: Park Fund
Construction Services
Other Improvements
NOT TO EXCEED: \$37,356.00


Date
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

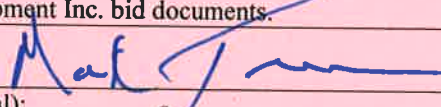
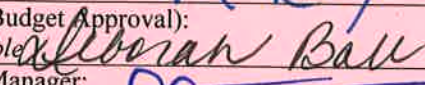
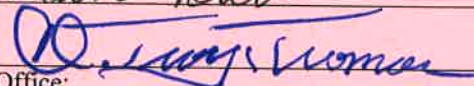
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18542

Sponsor(s): Fred Arbanas

Date: June 16, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the Purchase and Installation of a New Fuel Dispensing System Upgrade at the Blue Springs Lake Marina located in the Parks + Rec Department to Petroleum Equipment Inc. of Kansas City, Missouri, under the Terms and Conditions of Invitation to Bid No. 36-14.</u></p>																														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$37,355.10</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$37,355.10</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$37,355.10</td></tr> <tr> <td>Source of funding (name of fund) and account code number; 003-1608-58060 Park, Capital Projects, Other Improvements</td><td>\$37,355.10</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$37,355.10	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$37,355.10	Amount budgeted for this item * (including transfers):	\$37,355.10	Source of funding (name of fund) and account code number; 003-1608-58060 Park, Capital Projects, Other Improvements	\$37,355.10																				
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Source of funding (name of fund) and account code number; 003-1608-58060 Park, Capital Projects, Other Improvements	\$37,355.10																														
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Anessa Culbertson, Senior Buyer, 881-3465</p>																														
REQUEST SUMMARY	<p>The Blue Springs Lake Marina in Lee's Summit, Missouri located in the Parks + Rec Department has requested the Purchase and Installation of a New Fuel Dispensing System Upgrade. The Purchasing Department issued Invitation to Bid No. 36-14 in response to this request.</p> <p>A total of 21 notifications were distributed and four responses were received and evaluated as follows:</p> <table border="1"> <thead> <tr> <th></th><th>Petroleum Equipment</th><th>P.B. Hoidale</th><th>Mid-State Petroleum Equipment</th><th>Double Check Company</th></tr> </thead> <tbody> <tr> <td>Total Base Bid</td><td>\$33,467.60</td><td>\$45,179.89</td><td>\$39,399.58</td><td>\$37,184.15</td></tr> <tr> <td>Total Cost for Alternative 1 for Installation</td><td>N/A</td><td>\$2,470.40</td><td>\$6,152.00</td><td>\$13,974.23</td></tr> <tr> <td>Total Cost for Alternative 2 for Installation</td><td>\$3,887.50</td><td>\$5,842.22</td><td>\$4,036.00</td><td>\$775.83</td></tr> <tr> <td>Total Cost with Alternative 1 & 2</td><td>\$37,354.50</td><td>\$53,492.51</td><td>\$49,587.58</td><td>\$51,934.21</td></tr> <tr> <td>Project Completion Date after Notice to Proceed is issued:</td><td>4 weeks</td><td>10 weeks</td><td>90 days</td><td>90 days</td></tr> </tbody> </table>		Petroleum Equipment	P.B. Hoidale	Mid-State Petroleum Equipment	Double Check Company	Total Base Bid	\$33,467.60	\$45,179.89	\$39,399.58	\$37,184.15	Total Cost for Alternative 1 for Installation	N/A	\$2,470.40	\$6,152.00	\$13,974.23	Total Cost for Alternative 2 for Installation	\$3,887.50	\$5,842.22	\$4,036.00	\$775.83	Total Cost with Alternative 1 & 2	\$37,354.50	\$53,492.51	\$49,587.58	\$51,934.21	Project Completion Date after Notice to Proceed is issued:	4 weeks	10 weeks	90 days	90 days
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Project Completion Date after Notice to Proceed is issued:	4 weeks	10 weeks	90 days	90 days																											

	Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award for the Purchase and Installation of a New Fuel Dispensing System Upgrade for the Blue Springs Lake Marina in Lee's Summit, Missouri located in the Parks + Rec Department to Petroleum Equipment Inc. of Kansas City, Missouri as the lowest and best bid received.	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	The Abstract of Bids received, the Award Recommendation from the Parks + Rec Department and the pertinent pages of Petroleum Equipment Inc. bid documents.	
REVIEW	Department Director: 	Date: 6/10/14
	Finance (Budget Approval): If applicable: 	Date: 6-10-14
	Division Manager: 	Date: 6/10/14
	County Counselor's Office:	Date:

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

This expenditure was included in the Annual Budget.

Date: June 10, 2014

Department / Division	Character/Description	Not to Exceed
003 - Park Fund		
1608 - Construction Services	58060 - Other Improvements	37,356
Total		37,356

Sebastian Ball 6-10-17
Budgeting



JACKSON COUNTY
Parks + Recreation

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

Res. 18542

*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: Anessa Culbertson, Senior Buyer

FROM: Wayne Shipley, Utilities & Special Project Coordinator

DATE: May 28, 2014

SUBJECT: RE 36-14 New Fuel Dispensing System Upgrade Blue Springs Marina

The Parks Department recommendation is to award the contract to Petroleum Equipment Inc. The total base bid of \$33,467.60 along with the alternative #2 bid for \$3,887.50 for a total of \$37,355.10

Michael D. Sanders, County Executive

Jackson County Missouri Invitation to Bid No. 36-14
Page 2 of 36

A CONTRACT for Furnishing of NEW FUEL DISPENSING SYSTEM UPGRADE at the Blue Springs Lake Marina for the Parks + Rec Department.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and/or Accounting Officer as required by SEC. 59.660 RSMo., and shall run from such date until all parties are satisfied unless it is sooner terminated as provided elsewhere herein.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes ☒ No ☐ Initials _____ Minimum order, if applicable\$ _____

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Petroleum Equipment Inc. PHONE NO: 816-421-0044

ADDRESS: 1401 E. 9th St. Kansas City, MO 64106 FAX NO: 816-421-2404

NAME OF AUTHORIZED AGENT (print or type): Michael P. McLaughlin DATE: 5/16/14

SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: President

EMAIL ADDRESS OF AUTHORIZED AGENT: mclaughlin@peiofkc.com

FEDERAL ID NO: 43-1692221 and/or SOCIAL SECURITY NO: _____

SPECIFY: MINORITY OWNED (WBE): _____ WOMAN OWNED (WBE): _____ (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: _____ DATE: _____

1.0 QUOTATIONS

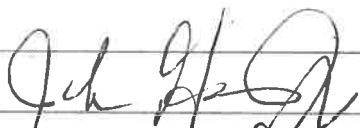
Alternative 1: The cost associated for Price to replace existing Veeder Root System with current model year functional with existing tanks and new pumps.

Alternative 2: The cost associated with installing a knife value on the tanks and electronic components in Marina that would allow all hoses to be used with summer fuel or winter fuel (at this point only two hoses are used per season).

TOTAL BASE BID	Note: Utilizing Existing Electrical Conduit & Wiring \$ 33,467.60
TOTAL COST FOR ALTERNATIVE 1 FOR INSTALLATION	Repair was Performed on PEI Inv # 38583 because the system was not performing previous metal tank testing
TOTAL COST FOR ALTERNATIVE 2 FOR INSTALLATION	\$ 3887.50
TOTAL COST WITH ALTERNATIVE 1 & 2	\$ 37,354.50

Project Completion Date after Notice to Proceed is issued:

4 weeks

SIGNATURE:		DATE:	5/16/14
NAME:	John C. Goode, Jr.	PHONE:	816-421-0044
TITLE:	Service Manager	CELL:	816-804-8173
COMPANY NAME:	Petroleum Equipment Inc.	FAX:	816-421-2404
EMAIL ADDRESS:	jgoode@peiokc.com		
WEB ADDRESS:	peiokc.com		

ABSTRACT OF BIDS

BID NO: 36-12											
DATE: 5/20/14											
COMMODITY: New Fuel Dispensing System											

Quotation

Total Base Bid \$

\$33,467.60

Total Cost For Alternative 1 for Installation \$

\$45,179.89

Total Cost for Alternative 2 for Installation \$

N/A

Total Cost with Alternative 1 & 2 \$

\$3,887.50

\$37,354.50

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED

ON: May 20, 2014 BY

CLERK OF THE LEGISLATURE

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing Deputy Tony D. Uredi, an officer with the Jackson County Sheriff's Office, for his outstanding service to the citizens of Jackson County and his quick action to save a child's life.

RESOLUTION NO. 18543, June 16, 2014

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, on April 12, 2014, Jackson County Deputy Tony D. Uredi was conducting a car stop after witnessing an accident while off-duty, at approximately 2 a.m. near Armour Boulevard and Broadway; and,

WHEREAS, at that same time, Janell Stevens and Jose A. Coronado, residents in that area, were up late at night tending to their ill infant; and,

WHEREAS, suddenly the infant began having seizures, difficulty breathing, and was beginning to go limp; and,

WHEREAS, Janell Stevens had seen Deputy Uredi stopped in front of her house and ran to him with her infant, crying for help; and,

WHEREAS, Deputy Uredi quickly assessed the situation, radioed for emergency response, and tended to the infant; and,

WHEREAS, as the child was fighting for breath and turning blue, Deputy Uredi began Cardiopulmonary Resuscitation (CPR); and,

WHEREAS, within minutes the infant began to take breaths and regain consciousness; and,

WHEREAS, it was through Deputy Uredi's quick actions and efforts to resuscitate an infant in distress that he was able to save the child's life; and,

WHEREAS Janell Stevens and Jose A. Coronado and the citizens of Jackson County are grateful for Deputy Uredi's actions that night; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes the Deputy Tony D. Uredi of the Jackson County Sheriff's Office for his meritorious service to the citizens of Jackson County and the community.

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

APPROVED AS TO FORM:


Senior Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18543 of June 16, 2014, was duly passed on _____, 2014 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 twelve-month term and supply contract for the furnishing of neuropathology consultation services, for use by the Medical Examiner's Office, to The Curators of the University of Missouri on behalf of University Physicians of Columbia, Missouri, as an acquisition from another government.

RESOLUTION NO. 18544, June 16, 2014

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, the Medical Examiner's Office requires neuropathology consultation services on ten to twenty cases per year, depending on the caseload; and,

WHEREAS, as a National Association of Medical Examiners accredited office, the Medical Examiner's Office is required to provide complete, reliable, reputable, and credible forensic consultation services; and,

WHEREAS, Dr. Douglas Miller of the University of Missouri's University Physicians is certified by the American Board of Pathology in Anatomic Pathology and Neuropathology and is qualified to provide these services to the Medical Examiner's Office; and,

WHEREAS, pursuant to section 1030.2 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract for the furnishing of neuropathology consultation services, for use by the Medical Examiner's Office to The Curators of the University of Missouri on behalf of the University Physicians of Columbia, Missouri, as an acquisition from another government; 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 to the accomplishment of the award, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:



Senior Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18544 of June 16, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Rcs/Ord No.: 18544

Sponsor(s): Theresa Garza Ruiz

Date: June 16, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the furnishing of Neuropathology Consultation Services for the Medical Examiner's Office to The Curators of the University of Missouri on behalf of University Physicians of Columbia, Missouri as an Acquisition from Other Government.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Medical Examiner's Office Estimated Use: \$11,000.00</p> <p>Requesting approval by the Legislature of the term and supply contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
REQUEST SUMMARY	<p>The Medical Examiner's Office requires Neuropathology Consultation Services on ten to twenty cases per year depending on their caseload at the time. As a National Association of Medical Examiners (NAME) accredited office, the Medical Examiner's Office is required to provide complete, reliable, reputable and credible forensic consultation services. Dr. Douglas Miller with the University of Missouri's University Physicians is certified by the American Board of Pathology in Anatomic Pathology and Neuropathology.</p> <p>Pursuant to Section 1030.2 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for Neuropathology Consultant Services for the Medical Examiner's Office to The Curators of the University of Missouri on behalf of University Physicians of Columbia, Missouri as an Acquisition from Other Government.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
ATTACHMENTS	<p>Memorandum from Dr. Mary Dudley, Chief Medical Examiner</p>										
REVIEW	<table border="1"> <tr> <td>Department Director: <i>Mary H. Dudley MD</i></td><td>Date: <i>6/9/14</i></td></tr> <tr> <td>Finance (Budget Approval): <i>If applicable: Liborah S Ball</i></td><td>Date: <i>6-10-14</i></td></tr> <tr> <td>Division Manager: <i>Cathy Galy</i></td><td>Date: <i>6.10.14</i></td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director: <i>Mary H. Dudley MD</i>	Date: <i>6/9/14</i>	Finance (Budget Approval): <i>If applicable: Liborah S Ball</i>	Date: <i>6-10-14</i>	Division Manager: <i>Cathy Galy</i>	Date: <i>6.10.14</i>	County Counselor's Office:	Date:		
Department Director: <i>Mary H. Dudley MD</i>	Date: <i>6/9/14</i>										
Finance (Budget Approval): <i>If applicable: Liborah S Ball</i>	Date: <i>6-10-14</i>										
Division Manager: <i>Cathy Galy</i>	Date: <i>6.10.14</i>										
County Counselor's Office:	Date:										

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.



The Jackson County Medical Examiner's Office

660 East 24th Street
Kansas City, MO 64108
816-881-6600
816-881-6641 fax

MEMO

To: Barbara Casamento, Purchasing

From: Dr. Mary Dudley, Chief Medical Examiner

Date: June 5, 2014

The Jackson County Medical Examiner (JCMEO) is requesting Neuropathology consultation services to be provided by Dr. Douglas Miller with the University of Missouri. As a National Association of Medical Examiners (NAME) accredited office, we are required to provide complete, reliable, reputable and credible forensic consultation services. These services include written reports which are sometimes incorporated into the official autopsy report or legal records of the case. Also, as required by NAME, consultants for this office require certification in select specialty fields. Dr. Douglas Miller is certified by the American Board of Pathology in Anatomic Pathology and Neuropathology.

JCMEO has requested neuropathology consultation services between 10 and 20 per year, depending on the case load. Our expenditure for these services has ranged from \$4000. up to \$11,000. within the last few years.

If you have any questions regarding this request, please feel free to call me at (816) 881-6600.

Regards,

Mary H. Dudley MD
Dr. Mary Dudley
Chief Medical Examiner

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement with Carter-Rice Communications, for the furnishing of a video production celebrating the 40-year history of the Jackson County Legislature, at a cost to the County not to exceed \$3,000.00.

RESOLUTION NO. 18545, June 16, 2014

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Legislative Auditor has submitted a request for the creation of a video production provided by Carter-Rice Communications, documenting and celebrating the 40-year history of the Jackson County Legislature, at a cost to the County not to exceed \$3,000.00; and,

WHEREAS, this video production will include archival and original photography depicting key events, personalities, and public landmarks with voice-over narration incorporating quotes from key Jackson County officials and civic leaders; and,

WHEREAS, this production will be completed by November 2014; and,

WHEREAS, execution of an Agreement with Carter-Rice Communication, in a form to be approved by the County Counselor, is in the best interests of the health, safety and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an Agreement with Carter-Rice Communications for the furnishing of a video production on the history of the Jackson County Legislature, at a cost to the County not to exceed \$3,000.00; and,

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

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

APPROVED AS TO FORM:



Senior Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18545 of June 16, 2014, was duly passed on _____, 2014 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: 001 0112 56080
ACCOUNT TITLE: General Fund
Legislature as a Whole
Other Professional Services
NOT TO EXCEED: \$3,000.00



Date


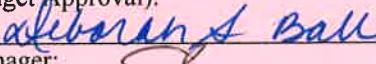



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18545
Sponsor(s): Scott Burnett
Date: June 16, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A RESOLUTION hiring Carter-Rice Communications to create a video in digital format documenting and celebrating the 40-year history of the Jackson County Legislature.</p>											
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$3,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$3,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$3,000</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM/TO</td><td>FROM ACCT 001-0112-56080</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$3,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$3,000	Amount budgeted for this item * (including transfers):	\$3,000	Source of funding (name of fund) and account code number; FROM/TO	FROM ACCT 001-0112-56080
Amount authorized by this legislation this fiscal year:	\$3,000											
Amount previously authorized this fiscal year:	\$0											
Total amount authorized after this legislative action:	\$3,000											
Amount budgeted for this item * (including transfers):	\$3,000											
Source of funding (name of fund) and account code number; FROM/TO	FROM ACCT 001-0112-56080											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>											
CONTACT INFORMATION	<p>RLA drafted by Auditor's Office – 816-881-3310</p>											
REQUEST SUMMARY	<p>Video of Legislative History Details regarding the scope of services are attached.</p>											
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>											
ATTACHMENTS	<p>Proposal Attached</p>											
REVIEW	<p>Department Director: </p>	<p>Date: 6.6.14</p>										
	<p>Finance (Budget Approval): If applicable </p>	<p>Date: 6-10-14</p>										
	<p>Division Manager: </p>	<p>Date: 6/11/14</p>										
	<p>County Counselor's Office:</p>	<p>Date:</p>										

This expenditure was included in the Annual Budget.

Date: June 10, 2014

Department / Division	Character/Description	Not to Exceed
001 - General Fund		
0112 - Legislature as a Whole	56080 - Other Professional Services	3,000
Total		3,000

Jefferson Ball 6-10-14
Budgeting



CARTER-RICE
communications

Professional Services Proposal for Jackson County, Missouri Jackson County Legislature Video

Submitted June 3, 2014

Project Description:

Carter-Rice Communications proposes to create a video in digital format documenting and celebrating the 40-year history of the Jackson County Legislature. Elements of the approximately 20-minute video include:

- Voice-over narration incorporating quotes from key Jackson County officials and civic leaders.
- Archival and original photography depicting key events, personalities, Jackson County buildings, parks, roads and other facilities
- Public domain musical soundtrack
- Appropriate titles, credits and graphics

Time Schedule:

All work will be completed June through November 2014.

Scope of Work:

- Work with Jackson County staff in conducting all necessary research of county archives, including photographs
- Interview key officials and civic leaders
- Perform original photography and archival copying where needed
- Write and edit script
- Edit narration and musical soundtrack
- Produce DVDs of video in quantity to be determined by Jackson County
- Arrange and conduct presentation at celebration event at a date to be determined by Jackson County

Compensation:

Total compensation for this project will be \$3,000, including out-of-pocket expenses. Carter-Rice Communications will invoice Jackson County month for reimbursement for professional services and out-of-pocket expenses.

Gary Panethiere

From: Jim Rice <jim_rice@carter-rice.com>
Sent: Friday, June 06, 2014 3:01 PM
To: Gary Panethiere
Subject: ADDITIONAL INFO

Per your request

Carter-Rice Communications
P.O. Box 25251
Kansas City, MO 64119

Fed I.D. 32-0387032



This email is free from viruses and malware because avast! Antivirus protection is active.



CARTER-RICE

communications

Jim Rice



Jim Rice is President of Carter-Rice Communications. He was formerly CEO and Senior Associate for Planning and Development at Northland Neighborhoods, Inc. (NNI). He has forty-eight years of government, health care management and community development experience. In 1980, he served as Executive Assistant to Richard Berkley, Mayor of Kansas City, Missouri. He came to that post from positions at Truman Medical Center and the City Manager's office in Kansas City. In 1970, Rice became the first assistant to the City Council in the history of Kansas City. He served for 23 years as Vice President, Community Affairs for Health Midwest before leaving there in 2003 to join NNI. Rice holds a master's degree in public administration from the University of Missouri-Kansas City. He has held graduate level faculty posts in public and health care administration with two area universities.

Rice is a past president of the Kansas City Chapter of the American Society for Public Administration. He has served on the boards of Starlight Theatre; the Southtown Council; the Downtown Council; Genesis School; MainCor; North Oak Corridor Plan Steering Committee (Co-Chair); Metropolitan Crime Commission; KCMO Economic Development & Incentive Policy Task Force; KC MO Charter Review Commission, the KCMO Municipal Revenue Commission, and the Greater Kansas City Community Foundation Task Force on the Arts.

Rice currently serves on boards and committees of the following organizations:

- Northland Regional Chamber - Planning and Development, Parks committees
- Board Member, Forward Kansas City
- Board Member, Citizens Association
- Southtown Council planning and development committee

Riki Carter handles the administrative and technical end of Carter-Rice Communication's business. Riki has worked for nearly 30 years in advertising and marketing departments for a variety of industries and companies in the greater Kansas City area. Whatever her job title has been, she has always become a go-to tech person at work, and her love of graphic design found its way into her day-to-day tasks.

Riki is a passionate volunteer, and has often used volunteer positions to advance her skills and experience.

She is Microsoft Certified for Office products, including Word and Excel. She has had formal training for database administration.

She is an avid self-studier and is experienced in Adobe products.

Riki works as a virtual assistant for a variety of clients who may need some support staff, but aren't ready to bring on permanent employees yet. She also does marketing consultation work, with a special love for small businesses and startups.



Riki Carter



Copyright Carter-Rice Communications 2013

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a three-year Agreement with AT&T Corporation of Kansas City, MO, to provide Plexar custom telephone services for use countywide, as a sole source purchase, at an annual cost to the County not to exceed \$49,538.00.

RESOLUTION NO. 18546, June 16, 2014

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, by Resolution 16742, dated October 27, 2008, the Legislature did authorize an Agreement with AT&T of Kansas City (Jackson County), MO, to provide Plexar and related telephone services for use countywide, as a sole source purchase; and,

WHEREAS, during the transition to the current VoIP telephone system, it was determined that a certain number of telephone lines with Plexar service should remain as hardwired emergency communication devices that would be operative in the event of a long-term power outage; and,

WHEREAS, the County now desires to continue the Plexar service for 911 emergency communication purposes for a three-year period at an annual cost to the County not to exceed \$49,540.00; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source and requires notification of and approval by the Legislature on such sole source purchases

exceeding \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends that the County execute an Agreement with AT&T of Kansas City, MO, to provide Plexar and related telephone services for a term of three years; and,

WHEREAS, the Director of Finance and Purchasing further recommends that it not take competitive bids with regard to said Agreement for the reason that AT&T of Kansas City, MO, is the only supplier of its proprietary Plexar services serving the Jackson County area; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be, and hereby is, authorized to execute for the County an Agreement with AT&T of Kansas City, MO, for the furnishing of Plexar and related telephone services, for a period not to exceed three years, as a sole source purchase; 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 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. 18546 of June 16, 2014, was duly passed on _____, 2014 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: 001 5101 56430
ACCOUNT TITLE: General Fund
Non Departmental
Telephone Utility
NOT TO EXCEED: \$43,396.00

ACCOUNT NUMBER: 002 5102 56430
ACCOUNT TITLE: Health Fund
Non Departmental
Telephone Utility
NOT TO EXCEED: \$620.00

ACCOUNT NUMBER: 003 5103 56430

ACCOUNT TITLE: Park Fund
Non Departmental
Telephone Utility
NOT TO EXCEED: \$20.00

ACCOUNT NUMBER: 004 5104 56430
ACCOUNT TITLE: Special Road and Bridge Fund
Non Departmental
Telephone Utility
NOT TO EXCEED: \$2,160.00

ACCOUNT NUMBER: 045 4500 56430
ACCOUNT TITLE: Assessment Fund
Non Departmental
Telephone Utility
NOT TO EXCEED: \$3,344.00

Funding for future years are subject to appropriation in the then current Jackson County budget.

June 12, 2014
Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18546

Sponsor(s): Theresa Garza Ruiz

Date: June 16, 2014

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Three Year Contract for Plexar Custom Phone Service for the Information Technology Department with AT & T Missouri of Kansas City, Missouri as a Sole Source.</u></p>																						
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$49,537.80</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$49,537.80</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$49,537.80</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>001-5101-56430 General Fund, Non-Departmental, Telephone Utility</td><td>\$43,395.11</td></tr> <tr> <td>002-5102-56430 Health Fund, Non-Departmental, Telephone Utility</td><td>\$ 619.22</td></tr> <tr> <td>003-5103-56430 Park Fund, Non-Departmental, Telephone Utility</td><td>\$ 19.82</td></tr> <tr> <td>004-5104-56430 Road & Bridge Fund, Non-Departmental, Telephone Utility</td><td>\$ 2,159.85</td></tr> <tr> <td>045-4500-56430 Assessment Fund, Non-Departmental, Telephone Utility</td><td>\$ 3,343.80</td></tr> <tr> <td>Total</td><td>\$49,537.80</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p> <p>The cost for 2014 is \$49,537.80; the total cost for the 3 year contract is \$148,613.40</p>	Amount authorized by this legislation this fiscal year:	\$49,537.80	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$49,537.80	Amount budgeted for this item * (including transfers):	\$49,537.80	Source of funding (name of fund) and account code number:		001-5101-56430 General Fund, Non-Departmental, Telephone Utility	\$43,395.11	002-5102-56430 Health Fund, Non-Departmental, Telephone Utility	\$ 619.22	003-5103-56430 Park Fund, Non-Departmental, Telephone Utility	\$ 19.82	004-5104-56430 Road & Bridge Fund, Non-Departmental, Telephone Utility	\$ 2,159.85	045-4500-56430 Assessment Fund, Non-Departmental, Telephone Utility	\$ 3,343.80	Total	\$49,537.80
Amount authorized by this legislation this fiscal year:	\$49,537.80																						
Amount previously authorized this fiscal year:	\$																						
Total amount authorized after this legislative action:	\$49,537.80																						
Amount budgeted for this item * (including transfers):	\$49,537.80																						
Source of funding (name of fund) and account code number:																							
001-5101-56430 General Fund, Non-Departmental, Telephone Utility	\$43,395.11																						
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045-4500-56430 Assessment Fund, Non-Departmental, Telephone Utility	\$ 3,343.80																						
Total	\$49,537.80																						
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																						
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																						
REQUEST SUMMARY	<p>Jackson County has utilized the Plexar Phone Service with AT & T Missouri for many years as a Sole Source. During the transition to the current VoIP Telephone System it was determined that a certain number of phones remain as hardwired devices in case of power outages for access to the 911 system. AT & T is the only source for these phones.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Three Year Contract for Plexar Phone Services for the Information Technology Department to AT & T Missouri of Kansas City, Missouri as a Sole Source.</p>																						
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																						
ATTACHMENTS	<p>Memorandum from Mike Lear of the Information Technology Department and AT & T's quote and contract.</p>																						

REVIEW	Department Director: <i>Ken Larson</i>	Date: <i>5/3/2014</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Hebeian S Ball</i>	Date: <i>6/11/14</i>
	Division Manager: <i>D. King</i>	Date: <i>6/11/14</i>
	County Counselor's Office:	Date:

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in _____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____.
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 51012014035

Date: June 11, 2014

~~ORD~~ RES # 18546

Department / Division	Character/Description	Not to Exceed
001 - General Fund		
5101 - Non-departmental	56430 - Telephone Utility	43,396
002 - Health Fund		
5102 - Non-departmental	56430 - Telephone Utility	620
003 - Park Fund		
5103 - Non-departmental	56430 - Telephone Utility	20
004 - Special Road and Bridge		
5104 - Non-departmental	56430 - Telephone Utility	2,160
045 - Assessment Fund		
4500 - Non-departmental	56430 - Telephone Utility	3,344
Total		49,540

Sharon S Ball 6-11-14
Budgeting



Department of
INFORMATION TECHNOLOGY
JACKSON COUNTY, MISSOURI

(816) 881-3151

415 E. 12TH STREET
 KANSAS CITY, MO 64106

MEMORANDUM**5/29/14**

TO: Barbara Casamento
Scott Jacoby
Ken Larson

FROM: Michael E. Lear

RE: Request for RLA for AT&T Plexar Custom Phone Service

For many years the County had its phone service with AT&T using a service called Plexar. During the transition to VOIP, it was determined that a certain number of phones remain as hardwired devices.

These phones would be operative in the event of a long term power outage as 911 phones. This agreement establishes a three year agreement for the continuation of the existing service.

The costs of the agreement is \$11.60 per line, with estimated monthly features cost of \$ 4.28 per line and taxes and fees of \$5.29 per line making the estimated cost \$ 49,537.80 per year.

The allocation of the funds for the project is divided roughly along the lines of use.

001-5101-56430	\$43,395.11
002-5102-56430	\$ 619.22
003-5103-56430	\$ 19.82
004-5104-56430	\$ 2,159.85
045-4500-56430	<u>\$ 3,343.80</u>
Total	\$49,537.80

The total three year cost of the contract is \$ 148,613.40

Barbara J. Casamento

From: Michael E. Lear
Sent: Thursday, May 29, 2014 2:34 PM
To: Barbara J. Casamento
Cc: Scott J. Jacoby; Ken Larson
Subject: Request for RLA for AT&T Plexar Custom Phone Service
Attachments: plexar memo.docx; Jackson Co 8168811001 custom plexar contract S3934 052914.doc

Attached is the memo requesting an RLA for the extension of our AT&T Plexar Agreement. Also attached is the three year agreement from AT&T.

Below is the response from AT&T on the expiration date of our existing contract.

Mike,

Attached is the Plexar Custom contract on 816 881-1001. Please sign and get back to Preston so we can get it co-signed, implemented and back to you! This is for your requested 36 month term. Your current contract expired 09.27.13 but you are still billing contractual rates from the last contract. Rates shouldn't go up till sometime next month and we should have this contract implemented before then. Contractual rates don't include taxes/surcharges, just like it is today. I thank you for partnering with AT&T and look forward to myself or Preston receiving the signed contract back. Again, Thanks!

Sherry Evans
Account Support Specialist
Government Education Public Sector
Office: 816.275.4373
Email: se1891@att.com

Michael E. Lear
Assistant Director of I.T.
Jackson County Missouri

Phone: 816-881-3153
Fax: 816-881-3949
E-Mail: mlear@jacksongov.org



**AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule**

AT&T MA Reference No. 20110616-0007

Customer Jackson County Missouri Street Address: 415 E 12 th St, Ste G8 City: Kansas City State/Province: MO Zip Code: 64106-2743 Country: USA	AT&T AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices) Name: Mike Lear Title: Assistant Director of IT Street Address: City: Kansas City State/Province: MO Zip Code: Country: USA Telephone: 8168813153 Fax: 8168813949 Email: mlear@jacksongov.org Customer Account Number or Master Account Number: 816 881-1001	AT&T Contact (for Notices) Name: Preston Smith Street Address: 2121 E 63 rd St City: Kansas City State/Province: MO Zip Code: 64130 Country: USA Telephone: 8162239496 Fax: N/A Email: ps056n@att.com Sales/Branch Manager: John Fox SCVP Name: Mark Palmer Sales Strata: GEM Sales Region: SW <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed	Printed or Typed
Name:	Name:
Title:	Title:
Date:	Date:



**AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule**

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

1.1 Service

Service	AT&T ILEC Plexar ® Service Custom Service SW-4325b
----------------	--

1.2 Service Provider(s) and Service Publication

Service Provider (Select one.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Service Publications, including AT&T Arkansas Guidebook, Part 5, Section 4	http://cpr.att.com/guidebook/ar/index.html
<input type="checkbox"/> AT&T Kansas	AT&T Service Publications, including AT&T Kansas Guidebook, Part 5, Section 4	http://cpr.att.com/guidebook/ks/index.html
<input checked="" type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Section 4, Part 5	http://cpr.att.com/pdf/mo/mo.htm
<input type="checkbox"/> AT&T Oklahoma	AT&T Service Publications, including AT&T Oklahoma Guidebook, Part 5, Section 5	http://cpr.att.com/guidebook/ok/index.html
<input type="checkbox"/> AT&T Texas	AT&T Texas Tariffs, including General Exchange Tariff, Section 5	http://cpr.att.com/pdf/tx/tx.htm

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36
Pricing Schedule Term Start Date	Effective Date of the Pricing Schedule or the date on which Service is available for Customer use, whichever is later.
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date
Rates following the end of Pricing Schedule Term	At the end of the Pricing Schedule Term, AT&T shall continue to provide the Services to Customer on a month-to-month basis and the rates set forth herein shall increase \$10.00 per station unless Customer negotiates a new Pricing Schedule Term.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period
All Service components	50%	Until the end of the Pricing Schedule Term



**AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule**

4. ADDITIONAL TERMS AND CONDITIONS

4.1 This Pricing Schedule shall be subject to all applicable Federal, State, and Local laws, ordinances, and regulations. If Federal or State law prohibits Customer from executing any agreement that extends beyond Customer's fiscal year, then the term of the Pricing Schedule shall be deemed to be through Customer's fiscal year, and automatically renewable at the beginning of each fiscal year throughout the Term. If, after the first fiscal year of Service under this Pricing Schedule, funds are not appropriated to continue paying for a particular Service in a subsequent fiscal year, then Customer may terminate that particular Service effective the last day for which funds were duly appropriated ("Date of Termination"), without being subject to termination charges; provided, however, that (i) Customer shall be obligated to pay all charges incurred through the Date of Termination, plus any unpaid, non-recurring charges that may be owed AT&T on the Date of Termination; (ii) Customer shall use its best efforts to obtain funding for that particular Service; (iii) Customer agrees not to obtain substantially similar service and/or equipment to replace those provided under this Pricing Schedule for a period equal to the remainder of the Term as of the Date of Termination; and (iv) Customer may exercise such right to terminate upon delivery to AT&T of a 30-day written notice setting forth the reason for termination and, within 30 days following the delivery of such written notice, Customer shall provide AT&T a legal opinion of Customer's counsel certifying that no funds have been appropriated or otherwise made available for payments due under the Pricing Schedule and that funds have not been made available for the acquisition of substantially similarly service and/or equipment to replace those provided under this Pricing Schedule. In Oklahoma, this Pricing Schedule is subject to the provisions of the Oklahoma Constitution pertaining to public indebtedness, and Title 15 O.S. §§213, 214, and 215; and, the rates and charges, terms, and conditions of this Pricing Schedule, including form SW-4325C, are subject to the review and/or approval by the regulatory authorities of the state of Oklahoma.

4.2 To the extent this Pricing Schedule relates to Services provided in Texas, Customer acknowledges the possibility of purchasing the Services provided hereunder from other providers.

4.3 The prices stated in this Pricing Schedule do not include other applicable charges or taxes, including, but not limited to, Exchange Access, End User Common Line, E-911, and Dual Party Relay services. The price for any Service Component or any AT&T service not identified in this Pricing Schedule shall be set out in the Applicable Service Publication.

4.4 Early Termination: If Customer migrates an AT&T ILEC Plexar® Custom Service SW-4325b or Service Component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service (the "Replacement Service"), then AT&T will waive the Early Termination Fee directly resulting from terminating the Terminated ILEC Service if:

- 4.4.1** the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- 4.4.2** the Minimum Payment Period for the Replacement Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
- 4.4.3** the Replacement Service is installed at the same Customer sites as the Terminated ILEC Service; and
- 4.4.4** activation of the Replacement Service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.



**AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule**

5 RATES, CHARGES AND QUANTITY

5.1 Rate Stabilization

Rate Stabilization:	The Monthly Recurring Rate and the Optional Feature/Optional Line Feature rates as shown may vary during the Pricing Schedule Term, but will not exceed applicable rates on the Effective Date.
----------------------------	---

5.2 Feature Capability

ITEM	QUANTITY	MONTHLY RATE	NON-RECURRING CHARGE
Plexar Custom System Charge			
Plexar Custom Feature Capability Charge, Per Line (Contract Term without Optional Features)			not applicable
Plexar Custom Feature Capability Charge, Per Line (Contract Term with Optional Features – Requires at least one optional feature excluding Call Trace and Customer Alerting Enablement)			not applicable

5.3 Optional Features

OPTIONAL FEATURES	QUANTITY	MONTHLY RATE	NON-RECURRING CHARGE



**AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule**

5.4 Services Covered

Telephone Number	Date	Issued	Service Order Number	Contract ICB PS#
8168811001				301395

Discount: N/A

Deferred Amount: N/A

Existing Qty	New/Add'l Qty	USOC Code	Description	Unit MRC	Total MRC	Unit NRC	Total NRC
195	0	SHWCF	Basic Plexar Station	11.60	2262.00	0	0

MRC = Monthly Recurring Charges

NRC = Non-Recurring Charges



**AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule**

5.5 Service Connection Charges

A. Establishment Charges (if applicable)

Description – Service Components	USOC	Non-Recurring Rate each
<u>Establishment Charges</u> - When initiating or adding Plexar-Custom service, AT&T will assess Customer an Establishment Charge per host central office to establish Plexar-Custom service in any host and/or its associated remote offices unless the Customer already has Plexar II, Plexar-Custom, or Centrex III service in the affected host and/or associated remote offices. <div style="text-align: right;"> Central Office Type (Check all that apply.) <input checked="" type="checkbox"/> DMS100 <input checked="" type="checkbox"/> 5ESS <input checked="" type="checkbox"/> 1AESS </div>		\$212.00 \$138.00 \$160.00

B. Station/System Change Charges (if applicable)

Description – Service Components	USOC	Non-recurring Rate each
<u>Station Change Charge</u> One charge per station applies for 5 features or fewer per service order.	SOWSQ	\$4.50
<u>System Change Charge</u> One charge applies for any system change. (per technology) <div style="text-align: right;"> Central Office Type (Check all that apply.) <input checked="" type="checkbox"/> DMS100 <input checked="" type="checkbox"/> 5ESS <input type="checkbox"/> 1A ESS </div>	SOWSW SOWSW	\$13.50 \$32.50

5.6 Customer Locations

Quantity	Street Address	City
5	112 W Lexington Av	Kansas City
16	1300 Cherry St	Kansas City
11	1305 Locust St	Kansas City
2	201 W Lexington Av	Kansas City
7	2729 Gilliam Rd	Kansas City
12	303 W Walnut St	Kansas City
23	308 W Kansas Av	Kansas City
1	3100 Main St	Kansas City
3	324 E 11 th St	Kansas City
107	415 E 12	Kansas City
8	625 E 26 th St	Kansas City



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5.7 Optional Feature Charges. Customer may add the following Optional Features/Service Components at the discounted rates below for the entire Term of this Pricing Schedule. (Add additional pages if needed.)

Description – Service Components	USOC	MRC	NRC

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	8168811001
Program Code:	ICB
Order Type	<input type="checkbox"/> New Install <input checked="" type="checkbox"/> Renewal

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, June 16, 2014, 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. 18547, June 16, 2014

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, June 16, 2014, during the regularly scheduled meeting of the Legislature; and,

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

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

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, June 16, 2014, 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. 18547 of June 16, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature