

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with St. Patrick's Day Parade Committee, at a cost to the County not to exceed \$~~[5,000.00]~~ 7,600.00.

RESOLUTION NO. 19409, March 6, 2017

INTRODUCED BY Dan Tarwater III and Theresa Galvin, County Legislators

WHEREAS, the 2017 County budget contains an authorization for St. Patrick's Day Parade Committee to provide public services to the County and its citizens at a cost not to exceed \$~~[5,000.00]~~ 7,600.00; and,

WHEREAS, the execution of a Cooperative Agreement with St. Patrick's Day Parade Committee is in the best interests of the health, welfare, and safety 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 a Cooperative Agreement with St. Patrick's Day Parade Committee, in an amount not to exceed \$~~[5,000.00]~~ 7,600.00, in a form to be approved by the County Counselor; 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 agreement.

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. 19409 of March 6, 2017, was duly passed on _____, 2017 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 1220 56789
ACCOUNT TITLE: Park Fund
Economic Development
Outside Agency Funding
NOT TO EXCEED: \$~~[5,000.00]~~ 7,600.00

March 8, 2017

Date



Chief Financial Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of weapons to GT Distributors, Inc., of Austin, TX, for use by the Sheriff's Office, under the terms and conditions of Invitation to Bid No. 87-16, at no cost to the County, and declaring certain property unusable and obsolete and authorizing its disposal to be used as a trade-in.

RESOLUTION NO. 19410, March 13, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has a need for sixteen new Colt LE tactical rifles; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids for these weapons under Invitation to Bid No. 87-16; and,

WHEREAS, a total of fourteen notifications were distributed and four bids were received as follows:

| <u>BIDDER</u> | <u>PRICE</u> | <u>TRADE-IN OFFER</u> |
|--------------------------------------|---------------------|------------------------------|
| GT Distributors Austin, TX | \$18,871.20 | \$23,000.00 |
| Proforce Law Prescott, AZ | \$19,522.40 | \$21,472.00 |
| Kiesler Police Jeffersonville, IN | \$19,197.60 | \$10,215.00 |
| Clyde Armory Athens, GA | \$20,272.00 | \$14,340.00 |

and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the purchase of sixteen Colt LE tactical rifles to GT Distributors, Inc., of Austin, TX, under the terms and conditions of Invitation to Bid No. 87-16, at no cost to the County, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, the Director of Finance and Purchasing recommends that certain existing weapons detailed in the attached Exhibit A, be declared obsolete and unusable surplus property and be made available for trade-in, resulting in excess funds payable to the County for this purchase; now therefore,

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

BE IT FURTHER RESOLVED that the surplus property within the Sheriff's Office be and hereby is declared obsolete and unusable, and that the Director of Finance and Purchasing be and hereby is authorized to dispose of it by way of trade-in pursuant to chapter 11 of the Jackson County Code.

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. 19410 of March 13, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

| Date of Surplus: <u>2/24/17</u> | | Date Transfer Received: | | | | | | | | |
|--|---------------|------------------------------------|------|-------------------|------------|------------|-------------------|---------------|---------------|---------------|
| Department Name: <u>JCSO</u> | | Department Transferring Asset: | | | | | | | | |
| Point of Contact: <u>Capt. D. Epperson</u> | | Department Receiving Asset: | | | | | | | | |
| Please Check: Select only one | | Receiving Department Contact: | | | | | | | | |
| <input type="checkbox"/> Surplus | | Receiving Department Phone Number: | | | | | | | | |
| <input type="checkbox"/> Transfer | | | | | | | | | | |
| Transaction Date | Fixed Asset # | Asset Description | Qty | Disposition Code* | Model Year | Make/Model | Serial/Vin Number | Useful Life** | Purchase Date | Original Cost |
| | | Remington 700 | (1) | | | M700 | 6747106 | | | |
| | | M16A2 - complete upper | (1) | | | M16A2 | | | | |
| | | M16A2 - complete upper | (1) | | | M16A2 | | | | |
| | | M16A2 - complete upper | (1) | | | M16A2 | | | | |
| | | M16A1 | (1) | | | M16A1 | 14817 | | | |
| | | Resisinger M-50 | (1) | | | M-50 | 6886 | | | |
| | | Resisinger M-51 | (1) | | | M-51 | 6896 | | | |
| | | Plainfield M1 | (1) | | | M1 | F535 | | | |
| | | Plainfield M1 | (1) | | | M1 | 326790 | | | |
| | | Plainfield M1 | (1) | | | M1 | 947471 | | | |
| | | Plainfield M1 | (1) | | | M1 | 20092 | | | |
| | | Smith + Wesson M79 | (1) | | | M79 | PY2646 | | | |
| | | Golt Commando (complete upper) | (14) | | | M-4 | | | | |
| | | DPMS complete upper | (2) | | | | | | | |

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

** Refer to Asset Subclass Listing.

1. User Department send to Finance Department

REQUEST FOR LEGISLATIVE ACTION

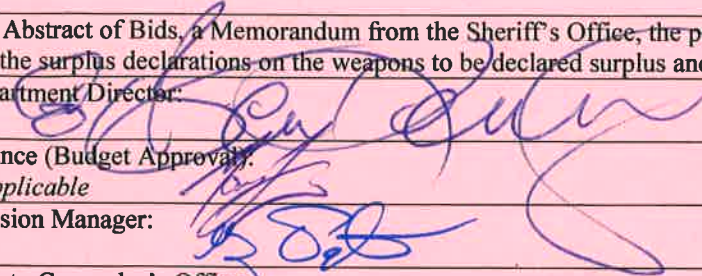
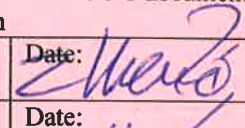
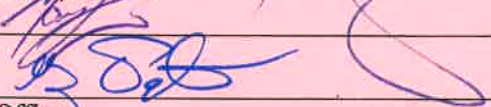
Completed by County Counselor's Office:

Res/Ord No.: 19410

Sponsor(s): Alfred Jordan

Date: March 13, 2017

| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting approval of a Contract for the purchase of new weapons and the surplus and trade-in of existing weapons for the Sheriff's Office to GT Distributors of Austin, Texas under the terms and conditions of Invitation to Bid No. 87-16</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 checked="" 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>No budget impact; the recommended vendor will accept trade-in weapons against the purchase of new weapons and pay the County the difference of \$4,128.40</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 Sheriff's Office would like to surplus and trade-in existing weapons that are no longer being used and purchase new weapons. The Purchasing Department issued Invitation to Bid No. 87-16 in response to the Sheriff's Office request.</p> <p>A total of fourteen (14) notifications were distributed and four bids were received and evaluated as follows:</p> <table border="1"> <thead> <tr> <th>No</th><th>Description</th><th>G & T Distributors Austin, TX</th><th>Proforce Law Prescott, AZ</th><th>Kiesler Police Jeffersonville, IN</th><th>Clyde Armory Athens, GA</th></tr> </thead> <tbody> <tr> <td>01</td><td>Colt. LE 6945</td><td>\$18,871.20</td><td>\$19,522.40</td><td>\$19,197.60</td><td>\$20,272.00</td></tr> <tr> <td>02</td><td>Trade-In</td><td>\$23,000.00</td><td>\$21,472.00</td><td>\$10,215.00</td><td>\$14,340.00</td></tr> <tr> <td></td><td>Vendor pays County</td><td>\$ 4,128.80</td><td>\$ 1,949.60</td><td></td><td></td></tr> <tr> <td></td><td>County pays Vendor</td><td></td><td></td><td>\$ 8,982.60</td><td>\$ 5,932.00</td></tr> </tbody> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Contract for the purchase of new weapons and the surplus and trade-in of existing weapons for the Sheriff's Office to G & T Distributors of Austin, Texas as the best bid received.</p> <p>Pursuant to Chapter 11, Section 1142 of the Jackson County Code, the Director of Finance and Purchasing also requests the obsolete weapons be declared surplus and used as trade-ins for the purchase of new weapons.</p> | No | Description | G & T Distributors Austin, TX | Proforce Law Prescott, AZ | Kiesler Police Jeffersonville, IN | Clyde Armory Athens, GA | 01 | Colt. LE 6945 | \$18,871.20 | \$19,522.40 | \$19,197.60 | \$20,272.00 | 02 | Trade-In | \$23,000.00 | \$21,472.00 | \$10,215.00 | \$14,340.00 | | Vendor pays County | \$ 4,128.80 | \$ 1,949.60 | | | | County pays Vendor | | | \$ 8,982.60 | \$ 5,932.00 |
| No | Description | G & T Distributors Austin, TX | Proforce Law Prescott, AZ | Kiesler Police Jeffersonville, IN | Clyde Armory Athens, GA | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 01 | Colt. LE 6945 | \$18,871.20 | \$19,522.40 | \$19,197.60 | \$20,272.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 02 | Trade-In | \$23,000.00 | \$21,472.00 | \$10,215.00 | \$14,340.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Vendor pays County | \$ 4,128.80 | \$ 1,949.60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | County pays Vendor | | | \$ 8,982.60 | \$ 5,932.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|-------------|--|---|
| CLEARANCE | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A | |
| ATTACHMENTS | The Abstract of Bids, a Memorandum from the Sheriff's Office, the pertinent pages of G & T's bid documents and the surplus declarations on the weapons to be declared surplus and used as trade-in | |
| REVIEW | Department Director:  | Date:  |
| | Finance (Budget Approval). <i>If applicable</i> | Date: 7/1/17 |
| | Division Manager:  | Date: 3/7/17 |
| | 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.

| Invitation to Bid No. 87-16 Purchase of Weapons W/Trade-In Opens: 2:00 PM, CDT on 1/24/17 | | | | | | | | | |
|---|------------------------|------|-----|-----------------|-----------|-----------------|--------------------------------|--------|--------|
| NO | DESCRIPTION | UNIT | QTY | Clyde Armory | KPS | GT Distributors | Proforce Law Enforcement | AMOUNT | AMOUNT |
| 1 | Total for Colt LE 6945 | | | 20,272.00 | 19,197.60 | 18,871.20 | 19,522.40 | | |
| 2 | Total for Trade-Ins | | | 14,340.00 | 10,215.00 | 22,850.00 | 21,472.00 | | |

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: January 24, 2017 BY [Signature]
 CLERK OF THE LEGISLATURE
[Signature] [Signature]
 PURCHASING



Office of the JACKSON COUNTY SHERIFF

Sheriff MIKE SHARP

February 15, 2017

Barbara Casamento:

I would like to recommend G&T Distributors Inc as an approved dealer for our weapons. They are a reputable dealer, they will meet our needs and requirements. They have the best prices for us on what we need per the attachment.

Sincerely

A handwritten signature in cursive script, appearing to read "Ben Kenney".

Colonel Ben Kenney

ATTACHMENT 1
BIDDER'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 87-16

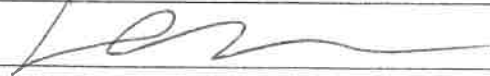
New Weapons

| Number | Description | Quantity | Unit Price | Total Price |
|--------|--------------|----------|-------------|--------------|
| 01 | Colt LE 6945 | 16 Each | \$ 1,179.45 | \$ 18,871.20 |

Trade-In Weapons

| Number | Description | Quantity | Unit Price | Total Price |
|------------------------------|---|----------|--------------|---------------------|
| 01 | Remington 700, Model No. M700, S/N 6747106, Caliber 308 | 1 Each | \$ 100.00 | \$ 100.00 |
| 02 | M16A2, Model No. M16A2, Complete Upper | 1 Each | \$ 250.00 | \$ 250.00 |
| 03 | M16A2, Model No. M16A2, Complete Upper | 1 Each | \$ 250.00 | \$ 250.00 |
| 04 | M16A2, Model No. M16A2, Complete Upper | 1 Each | \$ 250.00 | \$ 250.00 |
| 05 | M16A1, Model No. M16A1, S/N 14817, Caliber 5.56 | 1 Each | \$ 250.00 | \$ 250.00 |
| 06 | Resisinger M-50, Model No. M-50, S/N 6886, Caliber 45 | 1 Each | \$ 12,500.00 | \$ 12,500.00 |
| 07 | Resisinger M-51, Model No. M-51, S/N 6896, Caliber 45 | 1 Each | \$ 2,500.00 | \$ 2,500.00 |
| 08 | Plainfield, Model M1, S/N F535, Caliber 30 | 1 Each | \$ 2,500.00 | \$ 2,500.00 |
| 09 | Plainfield, Model M1, S/N 326790, Caliber 30 | 1 Each | \$ 100.00 | \$ 100.00 |
| 10 | Plainfield, Model M1, S/N 947471, Caliber 30 | 1 Each | \$ 100.00 | \$ 100.00 |
| 11 | Plainfield, Model M1, S/N 20092, Caliber 30 | 1 Each | \$ 100.00 | \$ 100.00 |
| 12 | Smith & Wesson, Model M79, S/N PY2646, Caliber 30 | 1 Each | \$ 100.00 | \$ 100.00 |
| 13 | Colt Commando M-4, Complete Upper | 14 Each | \$ 250.00 | \$ 3,500.00 |
| 14 | DPMS, Complete Upper | 2 Each | \$ 250.00 | \$ 500.00 |
| Total Trade-In Amount | | | | \$ 22,850.00 |

CERTIFICATION

| | |
|--|-----------------------|
| SIGNATURE:  | DATE: 1/23/2017 |
| NAME: DAVID CURTIS (Print or Type) | PHONE: 1-800-252-8310 |
| TITLE: BIDS MANAGER (Print or Type) | MOBILE: |
| COMPANY NAME: GT DISTRIBUTORS, INC (Print or Type) | FAX: 1-800-480-5845 |
| EMAIL ADDRESS: TXBIDS@GTDIST.COM (Print or Type) | |

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$26,832.00 within the 2017 General Fund to reclassify two full-time staff positions to part-time positions within the Family Court Division of the Sixteenth Circuit Court of Jackson County.

RESOLUTION NO. 19411, March 13, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Family Court Division of the Sixteenth Circuit Court of Jackson County desires to reclassify two positions within its residential services department from full-time to part-time; and,

WHEREAS, a transfer is needed in order to place the necessary funds for these positions in the proper spending accounts; and,


WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2017 General Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|------------------------------|-------------|-----------|
| General Fund | | | |
| Family Court | | | |
| 001-2101 | 55010 – Regular Salaries | \$26,832 | |
| 001-2101 | 55025 – Part-Time Salaries | | \$26,832 |

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. 19411 of March 13, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 2101 55010
ACCOUNT TITLE: General Fund
Family Court
Regular Salaries
NOT TO EXCEED: \$26,832.00


Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res. Ord No.: 19411

Sponsor(s): Alfred Jordan

Date: March 13, 2017

| | | | | | | | | | | | |
|--|---|---|----------|--|--------------------------|---|--------------------------|----------------------------------|-------|--|---|
| SUBJECT | <p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project: Family Court Division General Fund Transfer Request the transfer of \$26,832.00</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>\$26,832</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>\$26,832</td></tr> <tr> <td>Amount budgeted for this item *:</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number FROM / TO</td><td> <p>FROM ACCT 001-2101-55010 \$ 26,832</p> <p>TO ACCT 001-2101-55025 \$ 26,832</p> </td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <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: | \$26,832 | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | \$26,832 | Amount budgeted for this item *: | \$ | Source of funding (name of fund) and account code number FROM / TO | <p>FROM ACCT 001-2101-55010 \$ 26,832</p> <p>TO ACCT 001-2101-55025 \$ 26,832</p> |
| Amount authorized by this legislation this fiscal year: | \$26,832 | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$ | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$26,832 | | | | | | | | | | |
| Amount budgeted for this item *: | \$ | | | | | | | | | | |
| Source of funding (name of fund) and account code number FROM / TO | <p>FROM ACCT 001-2101-55010 \$ 26,832</p> <p>TO ACCT 001-2101-55025 \$ 26,832</p> | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date): Prior resolutions and (date):</p> | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Roy Fairchild, Fiscal and Budget Officer, 816-435-4751</p> | | | | | | | | | | |
| REQUEST SUMMARY | <p>Requesting the transfer of \$26,832 within the 2017 Family Court General Fund. Please transfer \$26,832 from 001-2101-55010 into 001-2101-55025.</p> <p>We are requesting the transfer as a result of converting two full time funded positions in our Residential Services department to part time positions. The position numbers are 9605 and 9320.</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 | | | | | | | | | | | |
| REVIEW | <table border="1"> <tr> <td>Department Director:</td><td>Date:</td></tr> <tr> <td>Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Officer</td><td>Date: 02/27/17 3/2/17</td></tr> <tr> <td>Division Manager: Theresa Byrd, Deputy Court Administrator</td><td>Date: 02/27/17 3/7/17</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table> | Department Director: | Date: | Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Officer | Date: 02/27/17 3/2/17 | Division Manager: Theresa Byrd, Deputy Court Administrator | Date: 02/27/17 3/7/17 | County Counselor's Office: | Date: | | |
| Department Director: | Date: | | | | | | | | | | |
| Finance (Budget Approval): Roy Fairchild, Fiscal and Budget Officer | Date: 02/27/17 3/2/17 | | | | | | | | | | |
| Division Manager: Theresa Byrd, Deputy Court Administrator | Date: 02/27/17 3/7/17 | | | | | | | | | | |
| 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 transfer are available from the source indicated below.

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| 001-2101-55010 | Salaries | \$26,832 |

- ☐ 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 transfer are available from the sources indicated below.

RES # 19411

Budgeting  3/2/17

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month contract for the maintenance of computer hardware and software for use by the Sheriff's Office to Information Technologies of St. Louis, MO, at a cost to the County not to exceed \$46,308.00, as sole source purchases.

RESOLUTION NO. 19412, March 13, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has a continuing need for the maintenance of its Office Reports Management Software and associated hardware; and,

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

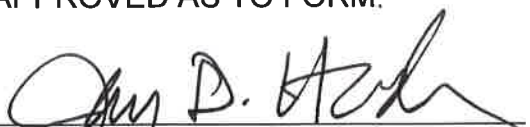
WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve-month contract to Information Technologies in the amount of \$46,308.00 for the furnishing of software and hardware maintenance for use by the Sheriff's Office, as a sole source purchase; now therefore,

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

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19412 of March 13, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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

ACCOUNT NUMBER: 004 4201 56662
ACCOUNT TITLE: Road and Bridge Fund
Sheriff's Office
Software Maintenance
NOT TO EXCEED: \$46,308.00



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19412

Sponsor(s): Alfred Jordan

Date: March 13, 2017

| | | | | | | | | | | | |
|--|---|---|-------------------------|--|----------------------|--|----------------------|--|-------------|--|-------------|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase of a Maintenance Agreement for the Sheriff's Office Report Management Software from Information Technologies of St. Louis, Missouri in the amount of \$46,308.00 as a Sole Source purchase.</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>\$46,308.00</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>\$46,308.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$46,308.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 004-4201-56662 Special Road & Bridge, Sheriff's, Software Maintenance</td><td>\$46,308.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$46,308.00 | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | \$46,308.00 | Amount budgeted for this item * (including transfers): | \$46,308.00 | Source of funding (name of fund) and account code number: 004-4201-56662 Special Road & Bridge, Sheriff's, Software Maintenance | \$46,308.00 |
| Amount authorized by this legislation this fiscal year: | \$46,308.00 | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$46,308.00 | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$46,308.00 | | | | | | | | | | |
| Source of funding (name of fund) and account code number: 004-4201-56662 Special Road & Bridge, Sheriff's, Software Maintenance | \$46,308.00 | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date): Prior resolutions and (date): 19090, March 7, 2016</p> | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p> | | | | | | | | | | |
| REQUEST SUMMARY | <p>The annual Maintenance Agreement for the Sheriff's Office Reports Management Software needs to be renewed. The Agreement would be considered a Sole Source purchase because the maintenance can only be provided by the developer of the software.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of the annual Maintenance Agreement for the Sheriff's Office Reports Management Software at a total cost of \$46,308.00 from Information Technologies of St. Louis, Missouri as a Sole Source purchase</p> | | | | | | | | | | |
| CLEARANCE | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p> | | | | | | | | | | |
| ATTACHMENTS | <p>A Memorandum from Captain David Epperson of the Sheriff's Office and the Renewal Invoice from Information Technologies of St. Louis, Missouri</p> | | | | | | | | | | |
| REVIEW | <table border="1"> <tr> <td>Department Director</td><td>Date: <i>March 2017</i></td></tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td><td>Date: <i>3/17/17</i></td></tr> <tr> <td>Division Manager</td><td>Date: <i>3/17/17</i></td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table> | Department Director | Date: <i>March 2017</i> | Finance (Budget Approval): <i>If applicable</i> | Date: <i>3/17/17</i> | Division Manager | Date: <i>3/17/17</i> | County Counselor's Office: | Date: | | |
| Department Director | Date: <i>March 2017</i> | | | | | | | | | | |
| Finance (Budget Approval): <i>If applicable</i> | Date: <i>3/17/17</i> | | | | | | | | | | |
| Division Manager | Date: <i>3/17/17</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.

This expenditure was included in the Annual Budget.

PC# _____

RES # 19412

[illegible]

Budgeting

3/3/17



OFFICE OF THE JACKSON COUNTY SHERIFF

SHERIFF MIKE SHARP

COLONEL HUGH L. MILLS

COLONEL BEN C. KENNEY

INTER OFFICE COVER SHEET

OFFICE OF JACKSON COUNTY, MISSOURI
SHERIFF
INTER-OFFICE MEMORANDUM

TO: Barbara Casamento

FROM: Captain Dave Epperson

DATE: 02/09/2017

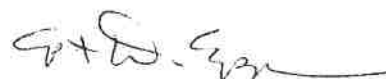
SUBJECT: Information Technology Incorporated (ITI)

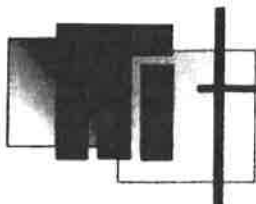
Ms. Casamento,

I am sending this memorandum to request the above listed business, Information Technologies Incorporated (ITI) be considered a Sole Source for the Jackson County Sheriff's Office needs in 2017.

The Jackson County Sheriff's Office utilizes ITI public safety software for its report management system and has a continued annual need for maintenance and trouble shooting through the vendor. The Jackson County Sheriff's Office has traditionally entered into annual maintenance agreements with ITI to provide the above listed services because they are the Sole Source of their software. The Jackson County Sheriff's Office has a current maintenance agreement which expires on 04/20/2017.

Thank you for your consideration reference this request,





Public Safety Software

INFORMATION TECHNOLOGIES, INC.

February 9, 2017

***sent via email to DEPPERSON@JACKSONGOV.ORG ***

Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 N.E. Lakewood Court
Lees Summit, MO 64064

Re: Sole Source Provider

Dear Sheriff Sharp:

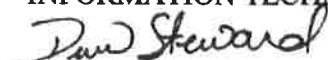
This letter is submitted to request Sole Source Procurement approval for the Annual Software Support Renewal for the Information Technologies, Inc. (ITI) Public Safety Software Series per Invoice #R2017-6344 in the amount of \$46,308.00.

The afore-mentioned software support is proprietary to our organization and cannot be purchased through competitive purchasing.

Please contact me if you require further information regarding this matter.

Sincerely,

INFORMATION TECHNOLOGIES, INC.


Drew Steward
Regional Sales Manager

CAD • MOBILE • RMS • JMS • COURT • CODE ENFORCEMENT & much more ...

10430 Baur Boulevard
St. Louis, Missouri 63132

Sales: 800.814.4843
Local: 314.997.5336
Fax: 314.997.5342
www.itiusa.com

**INFORMATION TECHNOLOGIES, INC.**

10430 Baur Blvd.
St. Louis, MO 63132-1905

Phone: (800) 814-4843

Fax: (314) 997-5342

Public Safety Software

Renewal Invoice

Invoice Number: R2017-6344

Invoice Date: February 09, 2017

Page: 1 of 1

Invoice To:

JACKSON COUNTY SHERIFF'S OFFICE
4001 N.E. LAKEWOOD COURT
LEES SUMMIT, MO 64064

Agency:

JACKSON COUNTY SHERIFF'S OFFICE
4001 N.E. LAKEWOOD COURT
LEES SUMMIT, MO 64064

ATTN: SHERIFF MIKE SHARP

ATTN: SHERIFF MIKE SHARP

| Payment Due Date: | | Client ID | | For more information, Contact: | | |
|--|---|---------------|------------|--------------------------------|-------------|-------------|
| April 20, 2017 | | 291529 | | Drew Steward | | |
| Software Subscription Service | | | | | | |
| Qty | Description | Service Dates | | | Extension | |
| | | Start | End | Months | | |
| 1 | Workstation / Mobile Map (web based) | 05/01/2017 | 04/30/2018 | 12 | \$432.00 | |
| 1 | Interface, MO Accident (STARS 2012 - electronic submission) | 05/01/2017 | 04/30/2018 | 12 | \$0.00 | |
| | | | | | Subtotal | \$432.00 |
| Annual Software Support Renewal | | | | | | |
| Qty | Description | Service Dates | | | Extension | |
| | | Start | End | Months | | |
| 1 | Enterprise Framework | 05/01/2017 | 04/30/2018 | 12 | \$3,060.00 | |
| 1 | AVL Interface | 05/01/2017 | 04/30/2018 | 12 | \$1,542.00 | |
| 1 | Duty Roster (Scheduling) | 05/01/2017 | 04/30/2018 | 12 | \$366.00 | |
| 1 | Asset / Fleet Management | 05/01/2017 | 04/30/2018 | 12 | \$669.00 | |
| 1 | Policy Manual | 05/01/2017 | 04/30/2018 | 12 | \$345.00 | |
| 1 | Firearm Permits | 05/01/2017 | 04/30/2018 | 12 | \$603.00 | |
| 5 | Computer Aided Dispatch | 05/01/2017 | 04/30/2018 | 12 | \$9,045.00 | |
| 1 | Dispatch Monitor | 05/01/2017 | 04/30/2018 | 12 | \$1,119.00 | |
| 1 | Interface, E911 | 05/01/2017 | 04/30/2018 | 12 | \$1,572.00 | |
| 1 | Law Enforcement Records Management | 05/01/2017 | 04/30/2018 | 12 | \$4,008.00 | |
| 1 | Interface, MO Accident (STARS 2012 - print submission) | 05/01/2017 | 04/30/2018 | 12 | \$678.00 | |
| 1 | Interface, MO Incident Based Reporting | 05/01/2017 | 04/30/2018 | 12 | \$2,142.00 | |
| 1 | Interface, Summons Import for Handheld Ticketwriter | 05/01/2017 | 04/30/2018 | 12 | \$255.00 | |
| 50 | Mobile License | 05/01/2017 | 04/30/2018 | 12 | \$18,900.00 | |
| 1 | Services - Multi-Site Support | 05/01/2017 | 04/30/2018 | 12 | \$1,572.00 | |
| | | | | | Subtotal | \$45,876.00 |
| Subject to the terms and conditions located at http://www.itusa.com/support/terms/ | | | | | Grand Total | \$46,308.00 |

Subject to the terms and conditions located at <http://www.itiusa.com/supportterms/>.
By paying the amount shown, you agree to the terms and conditions stated therein.

PLEASE NOTE

Subscription and Hosted Services are Pre-Paid. If payment or other arrangements have not been made prior to the service start date(s) shown above, there will be an interruption in service. Please contact ITI in advance of the new service start date(s) if you have questions or issues.

Note: Support for the MO MODEX/RMS interface has been paid for by the Missouri Department of Public Safety

Thank you for your Business

Sales: 800.814.4843
Local: 314.997.5336

10430 Baur Boulevard
St. Louis, Missouri 63132

Fax: 314.997.5342
www.itiusa.com

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to issue a check payable to OD Security North America of Daniel Island, SC, to cover the cost of unforeseen repairs to the Detention Center body scanner for use by the Department of Corrections, at a cost to the County in the amount of \$2,071.03.

RESOLUTION NO. 19413, March 13, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, in August 2016, the body scanner located at the Detention Center needed an out of warranty repair; and,

WHEREAS, the required repair was performed by the device's manufacturer, OD Security North America of Daniel Island, SC; and,


WHEREAS, the Department of Corrections requests authorization of payment for the repair to OD Security North America, in the amount of \$2,071.03; and,

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


BE IT RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to issue a check to OD Security North America of Daniel Island, SC, in the amount of \$2,071.03.

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. 19413 of March 13, 2017, was duly passed on _____, 2017 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 1210 56510

ACCOUNT TITLE: General Fund
Facilities Management Detention Center
Maintenance and Repair - Buildings

NOT TO EXCEED: \$2,072.00



Date



Chief Financial Officer


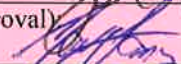
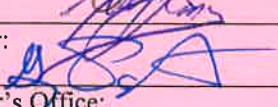

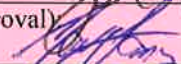
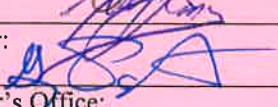

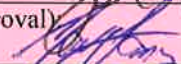
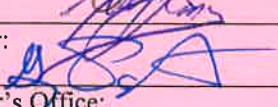
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19413

Sponsor(s): Alferd Jordan

Date: March 13, 2017

| | | | | | | | | | | | | | | | |
|--|--|---|--|--|---|---|--------------|--|---|--|----------------------------|--|----------------|-----------------------------------|------------|
| SUBJECT | <p>Action Requested</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting payment to OD Security for services rendered in repairing the body scanner at the Detention Center.</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>\$2,071.03</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>\$2,071.03</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$2,071.03</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM</td><td>FROM ACCT</td></tr> <tr> <td>General Fund: Corrections Facility Mgnt:</td><td>001-1210-56510</td></tr> <tr> <td>Maintenance and Repair: Buildings</td><td>\$2,071.03</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: | \$2,071.03 | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | \$2,071.03 | Amount budgeted for this item * (including transfers): | \$2,071.03 | Source of funding (name of fund) and account code number; FROM | FROM ACCT | General Fund: Corrections Facility Mgnt: | 001-1210-56510 | Maintenance and Repair: Buildings | \$2,071.03 |
| Amount authorized by this legislation this fiscal year: | \$2,071.03 | | | | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$ | | | | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$2,071.03 | | | | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$2,071.03 | | | | | | | | | | | | | | |
| Source of funding (name of fund) and account code number; FROM | FROM ACCT | | | | | | | | | | | | | | |
| General Fund: Corrections Facility Mgnt: | 001-1210-56510 | | | | | | | | | | | | | | |
| Maintenance and Repair: Buildings | \$2,071.03 | | | | | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p> | | | | | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Craig Mosher, Corrections Facility Administrator – 816-813-9362</p> | | | | | | | | | | | | | | |
| REQUEST SUMMARY | <p>In August 2016, the body scanner at the Detention Center needed a repair to the emergency stop button. The charge for the service was not covered under the warranty.</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>INVOICE #10066 from OD Security dated December 13th, 2016</p> | | | | | | | | | | | | | | |
| REVIEW | <table border="1"> <tr> <td>Department Director:</td><td></td><td>Date: 2-22-17</td></tr> <tr> <td>Finance (Budget Approval) If applicable</td><td></td><td>Date: 3/3/17</td></tr> <tr> <td>Division Manager:</td><td></td><td>Date: 3/7/17</td></tr> <tr> <td>County Counselor's Office:</td><td></td><td>Date:</td></tr> </table> | Department Director: |  | Date: 2-22-17 | Finance (Budget Approval) If applicable |  | Date: 3/3/17 | Division Manager: |  | Date: 3/7/17 | County Counselor's Office: | | Date: | | |
| Department Director: |  | Date: 2-22-17 | | | | | | | | | | | | | |
| Finance (Budget Approval) If applicable |  | Date: 3/3/17 | | | | | | | | | | | | | |
| Division Manager: |  | Date: 3/7/17 | | | | | | | | | | | | | |
| 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.

RES # 19413

Budgeting 3/3/17



Jackson County Detention Center
 1300 Cherry Street
 Kansas City
 Missouri 64106

December 13th 2016

INVOICE 10066

US\$

Repair to SOTER RS to replace broken Emergency Stop (E-Stop) on
 Operator Console and recalibrate System.

| | |
|-------------------------|--------|
| Labor (4.5hr) | 900.00 |
| Components and shipping | 81.11 |
| Travel time (4hr) | 400.00 |
| Flight (at cost) | 483.20 |
| Car rental (at cost) | 90.29 |
| Subsistence (at cost) | 116.43 |
| Tax | 0.00 |

| | |
|--------------|-----------------|
| Total | 2,071.03 |
|--------------|-----------------|

Please remit funds if paying electronically to -

Bank: Wells Fargo Bank, 3000 Briarcrest Drive
 Bryan, Texas 77802
 Account name: OD Security North America LLC
 Account number: 7322111852
 Routing/ABA: 121000248
 SWIFT: WFBIUS6S

If paying by check, please mail to -

OD Security North America, 2453 Daniel Island Drive, Daniel Island,
 SC 29492

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twenty-four month term and supply contracts with three twelve-month options to extend for the furnishing of general contractor services for use by the Facilities Management Division of the Public Works Department to Caman Construction of Kansas City, MO, and Ideal Construction Services of Weston, MO, under the terms and conditions of Invitation to Bid No. 1-17.

RESOLUTION NO. 19414, March 13, 2017

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 1-17 for the furnishing of general contractor services for use by the Facilities Management Division of the Public Works Department to provide for departmental needs for the upcoming twenty-four month period; and,

WHEREAS, a total of thirty-one notifications were distributed and three responses were received; and,

WHEREAS, following evaluation of the responsive bids received, the Director has recommended that the contract be split and awarded to the bidders submitting the lowest and best bids; and,

WHEREAS, the award as recommended pursuant to Invitation to Bid 1-17 would result in awards to the following bidders:

BIDDER

Caman Construction, Kansas City (Jackson County), MO

Ideal Construction, Weston, MO

and,

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

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

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19414 of March 13, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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


Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

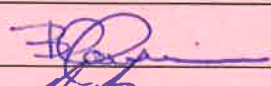


Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19414

Sponsor(s): Greg Grounds

Date: March 13, 2017

| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract, with Three Twelve Month Options to Extend, for the furnishing of General Contractor Services to Caman Construction of Kansas City, Missouri and Ideal Construction Services of Weston, Missouri for use by the Facilities Management Division of the Public Works Department under the terms and conditions of Invitation to Bid No. 1-17.</u></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|-------------------------------|--|-------------------------------|--|----|--|---------|---|---------|----|-----------|---------|---------|---------|----|------------------|---------|---------|---------|----|-----------------|---------|---------|---------|----|----------------|---------|---------|---------|----|---------|---------|---------|---------|----|---------|---------|---------|---------|----|-----------|---------|---------|---------|----|--------------|---------|---------|---------|
| BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Amount authorized by this legislation this fiscal year:</td><td style="width: 20%; text-align: right;">\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td style="text-align: right;">\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td style="text-align: right;">\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td style="text-align: right;">\$</td></tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number:</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: Facilities Management Estimated Use: \$40,000.00</p> <p>This RLA approves the Term and Supply Contract. The funds were appropriated through the annual budget adoption. Figures included in the Budget</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 | Prior ordinances and (date): Prior resolutions and (date): | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONTACT INFORMATION | RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REQUEST SUMMARY | <p>The Facilities Management Division of the Public Works Department requires a Term and Supply Contract for General Construction Services to repair and upgrade Jackson County buildings. To meet these requirements, the Purchasing Department issued Invitation to Bid No. 1-17.</p> <p>A total of thirty-one notifications were distributed and three bids were received and evaluated as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th><th>Description</th><th>Caman Construction KCMO</th><th>Ideal Construction Weston, MO</th><th>Wilson Group Greenwood, MO</th></tr> </thead> <tbody> <tr><td>01</td><td>Asbestos Worker</td><td>\$74.42</td><td>\$72.00</td><td>\$89.00</td></tr> <tr><td>02</td><td>Carpenter</td><td>\$70.98</td><td>\$72.00</td><td>\$86.00</td></tr> <tr><td>03</td><td>Building Laborer</td><td>\$57.89</td><td>\$66.00</td><td>\$62.00</td></tr> <tr><td>04</td><td>General Laborer</td><td>\$57.89</td><td>\$66.00</td><td>\$61.00</td></tr> <tr><td>05</td><td>Linoleum Layer</td><td>\$92.00</td><td>\$72.00</td><td>\$73.00</td></tr> <tr><td>06</td><td>Plumber</td><td>\$99.50</td><td>\$97.00</td><td>\$90.00</td></tr> <tr><td>07</td><td>Painter</td><td>\$71.02</td><td>\$68.00</td><td>\$64.00</td></tr> <tr><td>08</td><td>Plasterer</td><td>\$79.85</td><td>\$75.00</td><td>\$69.50</td></tr> <tr><td>09</td><td>Marble Mason</td><td>\$88.96</td><td>\$75.00</td><td>\$70.31</td></tr> </tbody> </table> | No. | Description | Caman Construction KCMO | Ideal Construction Weston, MO | Wilson Group Greenwood, MO | 01 | Asbestos Worker | \$74.42 | \$72.00 | \$89.00 | 02 | Carpenter | \$70.98 | \$72.00 | \$86.00 | 03 | Building Laborer | \$57.89 | \$66.00 | \$62.00 | 04 | General Laborer | \$57.89 | \$66.00 | \$61.00 | 05 | Linoleum Layer | \$92.00 | \$72.00 | \$73.00 | 06 | Plumber | \$99.50 | \$97.00 | \$90.00 | 07 | Painter | \$71.02 | \$68.00 | \$64.00 | 08 | Plasterer | \$79.85 | \$75.00 | \$69.50 | 09 | Marble Mason | \$88.96 | \$75.00 | \$70.31 |
| No. | Description | Caman Construction KCMO | Ideal Construction Weston, MO | Wilson Group Greenwood, MO | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 01 | Asbestos Worker | \$74.42 | \$72.00 | \$89.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 02 | Carpenter | \$70.98 | \$72.00 | \$86.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 03 | Building Laborer | \$57.89 | \$66.00 | \$62.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 04 | General Laborer | \$57.89 | \$66.00 | \$61.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 05 | Linoleum Layer | \$92.00 | \$72.00 | \$73.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 06 | Plumber | \$99.50 | \$97.00 | \$90.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 07 | Painter | \$71.02 | \$68.00 | \$64.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 08 | Plasterer | \$79.85 | \$75.00 | \$69.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 09 | Marble Mason | \$88.96 | \$75.00 | \$70.31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|-------------|---|--------------|
| | <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the Split Award of a Term and Supply Contract for General Contractor Services in order to have two contractors available for use in potential emergency situations and to provide competition for obtaining the lowest price on various County projects.</p> <p>This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p> | |
| 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, a Memorandum from Joe Tomlinson, Facilities Management Administrator and the pertinent pages of Caman's and Ideal's bid documents. | |
| REVIEW | Department Director:  | Date: 3.3.17 |
| | Finance (Budget Approval): <i>If applicable</i>  | Date: 3/6/17 |
| | Division Manager:  | Date: 3/2/17 |
| | 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.

ABSTRACT OF BIDS

| Invitation to Bid No. 1-17 General Contractor Services Opens: 2:00 PM, CST on 2/07/17 | | | | Caman Construction | | Ideal Construction | | The Wilson Group | | | |
|---|------------------------------|------|-----|-----------------------|----------|-----------------------|--------|---------------------|--------|--------|--------|
| NO | DESCRIPTION | UNIT | QTY | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT |
| 1 | Asbestos Worker - RT | | | 74.42 | 72.00hr | 89.00 | | | | | |
| | Asbestos Worker - OT | | | 94.85 | 108.00hr | 288.00 | | | | | |
| 2 | Carpenter - RT | | | 70.98 | 72.00 | 76.00 | | | | | |
| | Carpenter - OT | | | 95.38 | 108.00 | 156.00 | | | | | |
| 3 | Laborer - Building RT | | | 57.89 | 66.00 | 62.00 | | | | | |
| | Laborer - Building OT | | | 78.22 | 86.35 | 125.00 | | | | | |
| 4 | General Laborer - RT | | | 57.89 | 66.00 | 61.00 | | | | | |
| | General Laborer - OT | | | 78.22 | 86.35 | 124.00 | | | | | |
| 5 | Linoleum Layer & Cutter - RT | | | 92.00hr | 72.00 | 73.00 | | | | | |
| | Linoleum Layer & Cutter - OT | | | 129.20hr | 108.00 | 149.00 | | | | | |
| 6 | Plumber - RT | | | 99.50hr | 97.00 | 90.00 | | | | | |
| | Plumber - OT | | | 101.80hr | 133.00 | 184.00 | | | | | |
| 7 | Painter - RT | | | 71.02hr | 68.00 | 64.00 | | | | | |
| | Painter - OT | | | 95.97hr | 102.00 | 127.00 | | | | | |
| 8 | Plasterer - RT | | | 79.85' | 75.00 | 69.50 | | | | | |
| | Plasterer - OT | | | 105.35 | 98.58 | 141.00 | | | | | |
| 9 | Marble Mason - RT | | | 88.96 | 75.00 | 70.31 | | | | | |

| Invitation to Bid No. 1-17 General Contractor Services Opens: 2:00 PM, CST on 2/07/17 | | | | Campan Construction | | Ideal Construction | | The Wilson Group | | | |
|---|-----------------------------|------|-----|---------------------|--------|--------------------|--------|------------------|--------|--------|--------|
| NO | DESCRIPTION | UNIT | QTY | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT |
| | Marble Mason - OT | | | 132.30 | 112.50 | 194.00 | | | | | |
| 10 | Mileage Rate, if applicable | | | NONE | .53 | .71 | | | | | |
| 11 | Percentage of Mark-UP | | | 10% | 10% | 10% | | | | | |
| CERTIFICATION OF BID OPENING BIDS WERE PUBLICLY OPENED AND RECORDED ON: <u>February 7, 2012</u> BY <u>[Signature]</u> CLERK OF THE LEGISLATURE <u>[Signature]</u> <u>Garza-Cayamanto</u> PURCHASING | | | | | | | | | | | |



JACKSON COUNTY Facilities Management Division

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

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

MEMORANDUM

From: Joseph Tomlinson, Facilities Management Administrator

To: Barbara Casamento, Purchasing Supervisor, Finance and Purchasing Department

Date: 02/23/17

Subject: ITB 1-17 General Contracting Services, Term and Supply Contract

Barbara,

This memorandum is being prepared and submitted in response to your request for feedback regarding the above contract being awarded by Jackson County for General Contracting Services on a Term and Supply basis.

After considering factors and bids, the Facilities Management Division would like to highlight several supporting elements supporting our recommendation that Ideal Construction Services, Inc. be awarded a Term and Supply contract in addition to the current vendor, Caman Construction. The Facilities Management Division recommends Jackson County have at least two (2) vendors under contract for use in potential emergency situations. This Division would like to ensure multiple contractor options exist in the event of a scheduling conflict during a crisis.

Additionally, providing healthy competition for bid packages between vendors under contract will all the Facilities Management Division flexibility and fluidity when selecting the best and most prudent use of County funds.

Finally, it should be noted that Ideal Construction brought forth a package that reflected the the lowest bid rates of the group.

The Facilities Division is appreciative of the thought and consideration given to this Term and Supply contract.

Thank you,

A handwritten signature in black ink, appearing to read "Joseph Tomlinson".

Joseph Tomlinson
Facilities Management Administrator
816.881.3748 (desk)
816.217.9310 (mobile)

Frank White, Jr., County Executive

ATTACHMENT 1
RESPONDENT'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 1-17

| NO | DESCRIPTION | REGULAR WORK HOURS* LABOR RATE | AFTER HOURS, WEEKEND, HOLIDAY LABOR RATE |
|---|---|--------------------------------------|--|
| 1. | Asbestos Worker | \$ 74.42 | \$ 94.85 |
| 2. | Carpenter | \$ 70.98 | \$ 95.38 |
| 3. | Laborer (Building) | \$ 57.89 | \$ 78.22 |
| 4. | General Laborer | \$ 57.89 | \$ 78.22 |
| 5. | Linoleum Layer & Cutter | \$ 92.00 | \$ 129.20 |
| 6. | Plumber | \$ 99.50 | \$ 101.80 |
| 7. | Painter | \$ 71.02 | \$ 95.97 |
| 8. | Plasterer | \$ 79.85 | \$ 105.35 |
| 9. | Marble Mason | \$ 88.96 | \$ 132.30 |
| 10. | Mileage Rate, if applicable | \$ none | \$ n/a |
| 11. | Percentage Markup on Materials (mark-up from Successful Contractor's price), if applicable | 10 % | 10 % |
| Points of Contacts (POC) for Service & Repairs: Include Name and Phone | | | |
| Regular Work Hours POC | | Juan Caman 816-471-0410 | |
| After Regular Work Hours POC | | Juan Caman 816-215-5250 | |

*Regular Work Hours, Monday – Friday, 8:00 am – 5:00pm.

Indicate hours and days of operation:

Regular Work Hours/Days: Monday - Friday 7:00 am to 17:30

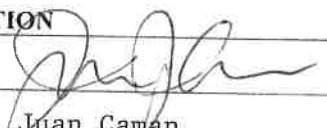
Overtime Work Hours/Days: Monday - Friday after 17:30 and Saturdays

Response time after receipt of Order: 8 hours

Minimum Number of Hours (if applicable): N/A

Purchase Order Email Address(s): jjcaman@camanconstruction.com

CERTIFICATION

| | |
|--|----------------------|
| SIGNATURE:  | DATE: 2-7-17 |
| NAME: Juan Caman (Print or Type) | PHONE: 816-471-0410 |
| TITLE: President (Print or Type) | MOBILE: 816-215-5250 |
| COMPANY NAME: Caman Construction Company (Print or Type) | FAX: 816-472-8401 |
| EMAIL ADDRESS: jjcaman@camanconstruction.com (Print or Type) | |

ATTACHMENT 1
RESPONDENT'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 1-17

| NO | DESCRIPTION | REGULAR WORK HOURS* LABOR RATE | AFTER HOURS, WEEKEND, HOLIDAY LABOR RATE |
|---|---|--------------------------------------|--|
| 1. | Asbestos Worker | \$ 72.00 | \$ 108.00 |
| 2. | Carpenter | \$ 72.00 | \$ 108.00 |
| 3. | Laborer (Building) | \$ 66.00 | \$ 86.35 |
| 4. | General Laborer | \$ 66.00 | \$ 86.35 |
| 5. | Linoleum Layer & Cutter | \$ 72.00 | \$ 108.00 |
| 6. | Plumber | \$ 97.00 | \$ 133.00 |
| 7. | Painter | \$ 68.00 | \$ 102.00 |
| 8. | Plasterer | \$ 75.00 | \$ 98.58 |
| 9. | Marble Mason | \$ 75.00 | \$ 112.50 |
| 10. | Mileage Rate, if applicable | \$ 0.53 | \$ 0.53 |
| 11. | Percentage Markup on Materials (mark-up from Successful Contractor's price), if applicable | 10 % | 10 % |
| Points of Contacts (POC) for Service & Repairs: Include Name and Phone | | | |
| Regular Work Hours POC | | Steven Prescott (816) 809 8525 | |
| After Regular Work Hours POC | | Steven Prescott (816) 809 8525 | |

*Regular Work Hours, Monday – Friday, 8:00 am – 5:00pm.

Indicate hours and days of operation:

Regular Work Hours/Days: Monday- Friday 7:00-4:30


Overtime Work Hours/Days: Before 6:00 am and after 5:00. Saturday, Sunday

Response time after receipt of Order: 1hour for emergency

Minimum Number of Hours (if applicable): 1 hour

Purchase Order Email Address(s): Stevenprescott@rocketmail.com

CERTIFICATION

| | |
|--|------------------------|
| SIGNATURE:  | DATE: 2/6/2017 |
| NAME: Steven Prescott | PHONE: (816) 809 8525 |
| TITLE: President | MOBILE: (816) 809 8525 |
| COMPANY NAME: Ideal Construction Services Inc. | FAX: (816) 386 4055 |
| EMAIL ADDRESS: stevenprescott@rocketmail.com | |

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$8,200.00 within the 2017 General Fund and \$10,000.00 within the 2017 Health Fund and awarding a thirty-six month contract for software maintenance for use by the Public Works and Parks + Rec Departments to Cartegraph of Dubuque, IA, at a cost to the County not to exceed \$54,600.00, as a sole source purchase.

RESOLUTION NO. 19415, March 13, 2017

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Public Works and Parks + Rec Departments use an asset management software product called Cartegraph; and,

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

WHEREAS, the Director of Finance and Purchasing recommends the award of a thirty-six month contracts to Cartegraph, at an annual cost to the County not to exceed \$54,600.00, as a sole source purchase; and,

WHEREAS, a transfer is necessary to place a portion of the funds needed for this purchase in the appropriate spending account; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers within the 2017 General Fund and the 2017 Health Fund be and hereby are made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|--|---------------------------------|-------------|-----------|
| General Fund Facilities Mgmt. – Kansas City | | | |
| 001-1204 | 56510 – Maint. & Repair – Build | \$5,000 | |
| 001-1204 | 56662 – Software Maintenance | | \$5,000 |
| General Fund Facilities Mgmt. – Independence | | | |
| 001-1205 | 56510 – Maint. & Repair – Build | \$3,200 | |
| 001-1205 | 56662 – Software Maintenance | | \$3,200 |
| Health Fund Facilities Mgmt. – Animal Shelter | | | |
| 002-1232 | 56510 – Maint. & Repair – Build | \$10,000 | |
| 002-1232 | 56662 – Software Maintenance | | \$10,000 |

and,

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

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized

to make all payments, including final payment, on the contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19415 of March 13, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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

| | |
|-----------------|---|
| ACCOUNT NUMBER: | 001 1204 56510 |
| ACCOUNT TITLE: | General Fund Facilities Mgmt. – Kansas City Maint. & Repair - Buildings |
| NOT TO EXCEED: | \$5,000.00 |
| ACCOUNT NUMBER: | 001 1205 56510 |
| ACCOUNT TITLE: | General Fund Facilities Mgmt. – Independence Maint. & Repair - Buildings |
| NOT TO EXCEED: | \$3,200.00 |
| ACCOUNT NUMBER: | 002 1232 56510 |
| ACCOUNT TITLE: | Health Fund Facilities Mgmt. – Animal Shelter Maint. & Repair - Buildings |
| NOT TO EXCEED: | \$10,000.00 |

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 1204 56662
ACCOUNT TITLE: General Fund
Facilities Mgmt. – Kansas City
Software Maintenance
NOT TO EXCEED: \$5,000.00

ACCOUNT NUMBER: 001 1205 56662
ACCOUNT TITLE: General Fund
Facilities Mgmt. – Independence
Software Maintenance
NOT TO EXCEED: \$3,200.00

ACCOUNT NUMBER: 002 1232 56662
ACCOUNT TITLE: Health Fund
Facilities Mgmt. – Animal Shelter
Software Maintenance
NOT TO EXCEED: \$10,000.00

ACCOUNT NUMBER: 003 1602 56662
ACCOUNT TITLE: Park Fund
Park Operations
Software Maintenance
NOT TO EXCEED: \$18,200.00

ACCOUNT NUMBER: 004 1506 56662
ACCOUNT TITLE: Special Road and Bridge Fund
Vehicle Service Center
Software Maintenance
NOT TO EXCEED: \$18,200.00

March 7, 2017
Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~KK~~ No.: 19415

Sponsor(s): Greg Grounds

Date: March 13, 2017

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|-------------|--|--|--|-------------|--|-------------|---|--|--|-------------|--|-------------|---|------------|---|------------|---|-------------|---|-------------|---|-------------|---|-------------|-------|-------------|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$8,200.00 within the General Fund and \$10,000.00 within the Health Fund and authorizing the purchase of a Thirty-Six Month Contract for Software Maintenance and Licensing Agreement for use by the Public Works Department from Cartegraph of Dubuque, Iowa at a cost of \$54,600.00 as a Sole Source purchase.</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>\$54,600.00</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>\$54,600.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$54,600.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>Transfer From: 001-1204-56510 General Fund, Facilities Management – KC, Maintenance and Repair Buildings</td><td>\$ 5,000.00</td></tr> <tr> <td>Transfer To: 001-1204-56662 General Fund, Facilities Management – KC, Software Maintenance</td><td>\$ 5,000.00</td></tr> <tr> <td>Transfer From: 001-1205-56510 General Fund, Facilities Management – Indep, Maintenance and Repair Buildings</td><td>\$3,200.00</td></tr> <tr> <td>Transfer To: 001-1205-56662 General Fund, Facilities Management – Indep, Software Maintenance</td><td>\$3,200.00</td></tr> <tr> <td>Transfer From: 002-1232-56510 Health Fund, Facilities Management – Animal Shelter, Maintenance and Repair Buildings</td><td>\$10,000.00</td></tr> <tr> <td>Transfer To: 002-1232-56662 Health Fund, Facilities Management – Animal Shelter, Software Maintenance</td><td>\$10,000.00</td></tr> <tr> <td>003-1602-56662 Park Fund, Park Operations, Software Maintenance</td><td>\$18,200.00</td></tr> <tr> <td>004-1506-56662 Special Road & Bridge Fund, Vehicle Service Center, Software Maintenance</td><td>\$18,200.00</td></tr> <tr> <td>Total</td><td>\$54,600.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>This will be a three year contract. The annual amount for the first year is \$54,600.00 The remaining years are subject to annual appropriation.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$54,600.00 | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | \$54,600.00 | Amount budgeted for this item * (including transfers): | \$54,600.00 | Source of funding (name of fund) and account code number: | | Transfer From: 001-1204-56510 General Fund, Facilities Management – KC, Maintenance and Repair Buildings | \$ 5,000.00 | Transfer To: 001-1204-56662 General Fund, Facilities Management – KC, Software Maintenance | \$ 5,000.00 | Transfer From: 001-1205-56510 General Fund, Facilities Management – Indep, Maintenance and Repair Buildings | \$3,200.00 | Transfer To: 001-1205-56662 General Fund, Facilities Management – Indep, Software Maintenance | \$3,200.00 | Transfer From: 002-1232-56510 Health Fund, Facilities Management – Animal Shelter, Maintenance and Repair Buildings | \$10,000.00 | Transfer To: 002-1232-56662 Health Fund, Facilities Management – Animal Shelter, Software Maintenance | \$10,000.00 | 003-1602-56662 Park Fund, Park Operations, Software Maintenance | \$18,200.00 | 004-1506-56662 Special Road & Bridge Fund, Vehicle Service Center, Software Maintenance | \$18,200.00 | Total | \$54,600.00 |
| Amount authorized by this legislation this fiscal year: | \$54,600.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$54,600.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Transfer To: 001-1205-56662 General Fund, Facilities Management – Indep, Software Maintenance | \$3,200.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transfer From: 002-1232-56510 Health Fund, Facilities Management – Animal Shelter, Maintenance and Repair Buildings | \$10,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transfer To: 002-1232-56662 Health Fund, Facilities Management – Animal Shelter, Software Maintenance | \$10,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 003-1602-56662 Park Fund, Park Operations, Software Maintenance | \$18,200.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 004-1506-56662 Special Road & Bridge Fund, Vehicle Service Center, Software Maintenance | \$18,200.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | \$54,600.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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>In 2015, the Public Works Department purchased a software package to manage their infrastructure through Software House Inc., a term and supply vendor for the County. It is time to renew the Software Maintenance and Licensing Agreement on the software. Research has determined that purchasing the Maintenance Agreement and Licensing Agreement directly from the software developer, Cartegraph, would cost the County less and the County would obtain additional software modules not available from the other resellers of this product.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Annual Software Maintenance and Licensing Agreements for the Public Works Department to Cartegraph of Dubuque, Iowa in the amount of \$54,600.00 as a Sole Source purchase.

The Director of Finance and Purchasing also requests approval of transfer as follows:

| | Transfer From | Transfer To |
|--|---------------|-------------|
| 001-1204-56510 General Fund, Facilities Management KC, Maintenance and Repair Buildings | \$ 5,000.00 | |
| 001-1204-56662 General Fund, Facilities Management KC, Software Maintenance | | \$ 5,000.00 |
| 001-1205-56510 General Fund, Facilities Management – Indep, Maintenance and Repair Buildings | \$ 3,200.00 | |
| 001-1205-56662 General Fund, Facilities Management – Indep, Software Maintenance | | \$ 3,200.00 |
| 002-1232-56510 Health Fund, Facilities Management – Animal Shelter, Maintenance and Repair Buildings | \$10,000.00 | |
| 002-1232-56662 Health Fund, Facilities Management – Animal Shelter, Software Maintenance | | \$10,000.00 |

CLEARANCE

- ☐ Tax Clearance Completed (Purchasing & Department) N/A
☐ Business License Verified (Purchasing & Department) N/A
☒ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

ATTACHMENTS

A Memorandum from Earl Newill of the Public Works Department and Cartegraph's quote

REVIEW

Department Director:

Date:

Finance (Budget Approval):
If applicable

Date:

Division Manager:

Date:

County Counselor's Office:

Date:

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

RES # 19415

Budgeting 3/8/17

This expenditure was included in the Annual Budget.

Date: March 6, 2017

[illegible]

Budgeting

3/6/17

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.



MEMORANDUM

To: Barbara Casamento - Purchasing

From: Earl Newill, P.E.
Chief Engineer

Date: January 31, 2017

Subject: Sole Source Purchase of Annual Renewal of Cartegraph an asset management software used by Parks and Public Works

In late 2015, Parks + Rec and Public Works cooperatively, selected Cartegraph as our asset management software to manage our infrastructure. The software purchase included the migration of inventory into the software, training, onsite and offsite support, and 100 licenses for the software.

We purchased the software through an existing government contract with SHI.

The annual licensing fee along with support is now due and we would like to purchase this software and support directly from Cartegraph.

There would be no bidding as this would be a sole source purchase.

The direct purchase would be a savings compared to the price quoted by SHI, for 2017.

Direct Purchase from Cartegraph--\$54,600

Government Contract Price from SHI--\$56,728

As a note, the Cartegraph price include a new module that was not included in the SHI price so the difference is really greater than the above comparison shows.

Attached is the SHI quote and the sole source quote for a 3 year annual renewal with Cartegraph.

Let me know if you have any questions.

Cartegraph Master Agreement

Agreement No. #MA252

This Agreement is by and between **Cartegraph Systems, Inc.**, an Iowa corporation having its principal place of business at **3600 Digital Drive, Dubuque, Iowa, 52003** ("Cartegraph"), and **Jackson County** ("Customer") with an address of **1030 S. Chrysler, Independence, MO 64052** dated **February 16, 2017**.

This Agreement is intended to serve as the primary controlling agreement between the parties. This Agreement includes the following terms and conditions, as well as all Exhibits and Addendums to this Agreement, Purchase Agreements, and all other future agreements referencing this Agreement which Cartegraph and Customer may execute from time to time for the purchase of Software, Support, Services and Hosting. Collectively these are referred to as "Products". The terms and conditions herein provided shall be controlling as between Cartegraph and Customer unless specifically superseded by an Exhibit to this Agreement, a contemporaneously or subsequently executed Purchase Agreement, or any other contemporaneously or subsequently executed agreement specifically referencing this Agreement.

BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.By _____
(Signature)_____
Tim McCool
(Type or print name)Title Director of Sales

Date _____

Jackson CountyBy _____
(Signature)_____
(Type or print name)

Title _____

Date _____

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits and Purchase Agreements referencing this Agreement.

1. Grant of License to Software.

- A. Cartegraph is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients.
 - 1. Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").
 - 2. Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 3. Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.
 - 4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 5. Client Software is a copy of Software residing on a Client that interacts with Server Software.
 - 6. ~~Data Files are those files which contain data that is input by the Customer during the use of the Software.~~
- C. ~~Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.~~
 - 1. If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.
 - 2. If Customer has purchased an Unlimited License, as indicated in the Purchase Agreement, all employees of Customer are considered to be licensed to access and use the Software at any given time. Such Unlimited License applies only to employees of Customer and does not allow the access or use of the Software by any independent contractors, affiliated entities or organizations, or any other individual, party, or entity that is not an employee of Customer.
- D. Customer agrees the Software license for the Software is limited as follows:
 - 1. Browser Based User – Each browser based user is defined by unique ID and password.
 - 2. For Server Software – one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.
- E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.
- F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.
- G. Customer shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
 - 4. Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.
- H. Customer may make copies of the Client Software for archival purposes. The Server Software may not be copied, in whole or in part.

2. Title to Software and Data Files.

- A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.
 - B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.
 - C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.
 - D. Cartegraph agrees that ownership of data in Data Files remains with Customer. However, Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data for 1) internal business purposes to evaluate the use and operation of the Software, Support, Services or Hosting; and 2) marketing purposes provided that any information shared with third parties is anonymized and/or aggregated so that Customer cannot be identified from the information.
- 3. License Fees, Support Charges, Services and Hosting Charges.**
- A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product.
 - B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement. Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.
 - C. Customer agrees that all payments are due 30 days from date of invoice and Customer shall be in default if amounts due have not been received in that time period. Customer's default will constitute sufficient cause for Cartegraph to suspend or terminate the Software license, Support, Services and Hosting under this Agreement.
 - D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.
 - E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not exceed the estimated expenses without written approval from Customer.
- 4. Delivery and Installation.**
- A. On-Site Installation**
- 1. This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.
 - a. Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.
 - b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.
 - c. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
 - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
 - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.
- B. Hosting**
- 1. This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described in the previous subsection.

- a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.
- b. Delivery of Software, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access shall constitute delivery of Server Software, Support and Hosting, regardless of when Customer first accesses the Server Software.
- c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
- d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
- e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

2. **Hosting Services**

- a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.
- b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion without additional charge to Customer.
- c. Customer shall have access to and be permitted to use the Server Software via Clients.
- d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.
- e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.
- f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and a back-up data centers
- g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.
- h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.
- i. Cartegraph will take reasonable precautions to guard against unauthorized access to Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly.
- j. Customer shall have the right to receive Data Files within sixty (60) days of termination of any Hosting on the condition that customer has paid all outstanding invoices owed to Cartegraph.

3. **Availability of Host Computer System.**

- a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be the service level provided by Cartegraph to Customer, except as required for Cartegraph to provide Support under this Agreement.
- b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.
- c. Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

5. Support

- A. **Scope of Support.** Support includes the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.
 - 1. Resolution of Customer-encountered problems shall, at Cartegraph's option, consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release.
 - 2. Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.
 - 3. Support may also include upgrades to Software.
- B. **Support Limitations.** Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

6. Professional Services.

- A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").
- B. Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.
- C. Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

7. Customer's Responsibilities.

- A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.
- B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.
- C. Customer is responsible for performing Software back-ups in accordance with published documentation.
- D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.
- E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.
- F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.

- 8. **Software Modification.** Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.

9. Term.

- A. Unless terminated by Cartegraph in accordance with this Agreement, the term of the Software license, Support and Hosting shall begin upon the execution of a Purchase Agreement and shall continue for the period of time identified in that Purchase Agreement.
- B. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.
- C. If Customer elects to purchase Services, then Services shall terminate as agreed in the appropriate Purchase Agreement.

- D. Unless otherwise stated in the most recently executed Purchase Agreement, this Agreement and the Purchase Agreement shall automatically renew at the then current rates for a one (1) year term beginning on the first day following the date identified in the Purchase Agreement as the end of the term of this Agreement. Such automatic renewal shall continue after the end of each successive year until a new Purchase Agreement is executed or until Customer or Cartegraph terminate this Agreement as provided for herein.
- E. If this Agreement and the most recently executed Purchase Agreement are automatically renewed under the terms of the previous paragraph "D", there shall be an automatic increase of up to five percent (5%) annually to all prices that were in effect during the immediately previous term.
- F. If Customer wishes not to renew this Agreement, Customer must provide written notice of Customer's intent not to renew this Agreement at least ninety (90) days prior to the end of the term then in effect.
- G. Notwithstanding anything to the contrary in this Section, Support, Services and Hosting shall terminate immediately upon termination of this Agreement.

10. Termination.

- A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges or otherwise fails to comply with this Agreement or the terms and conditions of any applicable Third Party Licensor agreement.
- B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.
- C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.
- D. ~~Customer shall have the right to terminate this Agreement, according to the terms provided herein, by returning or destroying the Software and all portions and copies thereof and certifying in writing as to the destruction or return of the same.~~
- E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement, Customer must provide Cartegraph with written notice of such intent to terminate at least ninety (90) days prior to such termination. Any such termination by Customer shall subject Customer to the cancellation fee identified below.
- F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- G. Provided however, if Customer is a governmental entity and Software, Support, Services or Hosting are not funded for future fiscal years under the appropriate legal budgeting process for such governmental entity, Customer may terminate for future fiscal years with the cancellation fee identified in the previous paragraph reduced from 80% to 0%. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System.
- I. In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:
 - 1. Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,
 - 2. Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or
 - 3. There is an assignment of this Agreement without the prior written consent of Cartegraph.
- J. Termination shall not be Cartegraph's exclusive remedy and termination shall not adversely affect any claim for damages against Customer.

11. Limited Warranty.

- A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.
- B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.

- C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products.
- D. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.
- E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.
- F. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER.

12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO CARTEGRAPH DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY.
- C. If Cartegraph will provide Support or Services at Customer's location, liability of Cartegraph arising out of bodily injury, shall not in any event exceed the limits of its insurance coverage.

13. Insurance. If Cartegraph will provide Support or Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage. Cartegraph agrees to hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of Cartegraph employees or contractors.

14. U.S. Government Restricted Rights. The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

15. Employees and Conflicts of Interest. This Agreement shall not prevent Cartegraph from performing similar services or restrict Cartegraph's use of the employees or contractors provided under this Agreement.

16. Proprietary Rights and Confidential Information of Cartegraph.

- A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five days prior notice before any release of Confidential Information.
- B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.

17. Proprietary Information of Customer.

- A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information"). Any

such Information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar Information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect Information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such Information.

- B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Agreement.

18. Infringement Indemnification.

- A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.
- B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.
- C. Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

19. Miscellaneous.

- A. Taxes. Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.
- B. Relationship of the Parties: Cartegraph and Customer are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. Cartegraph is an independent contractor, customarily engaged in the performance of similar services for other parties.
- C. Attorney's Fees/Legal Proceedings: In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- D. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
- E. Assignment. Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with Cartegraph's prior written consent. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- F. Waiver. The parties' rights and remedies are separate and cumulative. Neither parties' waiver nor failure to exercise in any respect any right or remedy provided in this Agreement is a waiver of any future right or remedy hereunder.
- G. Force Majeure. If any cause beyond Cartegraph's reasonable control prevents Cartegraph from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.

- H. **Choice of Law.** Cartegraph agrees that jurisdiction and venue are proper in the state where the Customer has its principal place of business and that the law of the state where the Customer has its principal place of business shall govern any litigation that results from this Agreement.
- I. **Severability.** The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.
- J. **Notice.** Notices hereunder must be sent to the addresses on the face of this Agreement, or to such other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or five days after deposit in the mail. Notices in the form of a fax or email are acceptable. Notices must be sent to the attention of the person signing on behalf of the party.
- K. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Cartegraph and Customer. This Agreement is not an acceptance of any conflicting terms and conditions and will prevail over any conflicting Customer's terms and conditions. Notwithstanding the foregoing, Customer agrees and acknowledges that the license(s) granted hereunder to Customer may be subject to additional terms and conditions of certain Third Party Licensors, which terms and conditions may be subject to change from time to time without notice at the sole discretion of such Third Party Licensors. A current copy of all such Third Party Licensor terms and conditions can be found at <http://www.cartegraph.com/privacy-policy/#third-party-licenses>.
- L. **Amendment.** Only a writing executed by authorized representatives of the parties and referenced as an amendment to this Agreement may modify, supplement, or change this Agreement.
- M. **Customer gives Cartegraph permission to use customer's organization name and/or logo for promotional purposes, including, but not limited to industry announcements, public press releases, and customer stories.**

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between Jackson County (hereinafter referred to as "**Customer**" or "**Licensee**") and **Cartegraph Systems, Inc.** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA252 dated January 18, 2017 shall control.

| Customer Bill To: | Customer Ship To: |
|---|-------------------|
| Earl Newill Jackson County 303 W. Walnut Street Independence, MO 64052 816-881-4538 | Same |

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: February 16,
2017

Purchase Agreement March 31, 2017
Expiration Date:

Purchase #PA467
Agreement
No.:

| | Purchase Type | Citizen/Qty. | Unit Price | Total Price |
|--|--|--------------|-------------|--------------------|
| YEAR 1 | | | | |
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS – Platform - Enterprise | Per-citizen Subscription, Cartegraph Cloud Deployment, 1/1/17 – 12/31/17 | 1 | \$12,750.00 | \$12,750.00 |
| Cartegraph OMS – Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$5,000.00 | \$5,000.00 |
| Cartegraph OMS Extension | Advanced Work Management per-citizen Subscription | 1 | \$3,825.00 | \$3,825.00 |
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 1 | \$3,825.00 | \$3,825.00 |
| Cartegraph OMS Extension | Advanced Requests per-citizen Subscription | 1 | \$2,550.00 | \$2,550.00 |
| Cartegraph OMS Extension | Advanced User Tools per-citizen Subscription | 1 | \$2,550.00 | \$2,550.00 |
| Cartegraph OMS Extension | Advanced Resources per-citizen Subscription | 1 | \$2,550.00 | \$2,550.00 |
| Cartegraph OMS Users | User Pack Subscription – 100 Named Users | 1 | \$17,850.00 | \$17,850.00 |
| FIELD SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$2,600.00 | \$2,600.00 |
| TECHNICAL SUPPORT | | | | |
| System Integration Support | Technical Support, Q08292015 | 1 | \$1,100.00 | \$1,100.00 |
| YEAR 1 SUB-TOTAL | | | | \$54,600.00 |

| SOFTWARE PRODUCTS | | | | |
|--|--|---|-------------|-------------|
| Cartegraph OMS – Platform - Enterprise | Per-citizen Subscription, Cartegraph Cloud Deployment, 1/1/18 – 12/31/18 | 1 | \$12,750.00 | \$12,750.00 |
| Cartegraph OMS – Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$5,000.00 | \$5,000.00 |
| Cartegraph OMS Extension | Advanced Work Management per-citizen Subscription | 1 | \$3,825.00 | \$3,825.00 |
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 1 | \$3,825.00 | \$3,825.00 |
| Cartegraph OMS Extension | Advanced Requests per-citizen Subscription | 1 | \$2,550.00 | \$2,550.00 |
| Cartegraph OMS Extension | Advanced User Tools per-citizen Subscription | 1 | \$2,550.00 | \$2,550.00 |
| Cartegraph OMS Extension | Advanced Resources per-citizen Subscription | 1 | \$2,550.00 | \$2,550.00 |
| Cartegraph OMS Users | User Pack Subscription – 100 Named Users | 1 | \$17,850.00 | \$17,850.00 |
| TECHNICAL SUPPORT | | | | |
| System Integration Support | Technical Support, Q08292015 | 1 | \$1,100.00 | \$1,100.00 |
| YEAR 2 SUB-TOTAL | | | | \$52,000.00 |
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS – Platform - Enterprise | Per-citizen Subscription, Cartegraph Cloud Deployment, 1/1/19 – 12/31/19 | 1 | \$12,750.00 | \$12,750.00 |
| Cartegraph OMS – Hosting | Cartegraph Cloud Shared Hosting Subscription | 1 | \$5,000.00 | \$5,000.00 |
| Cartegraph OMS Extension | Advanced Work Management per-citizen Subscription | 1 | \$3,825.00 | \$3,825.00 |
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 1 | \$3,825.00 | \$3,825.00 |
| Cartegraph OMS Extension | Advanced Requests per-citizen Subscription | 1 | \$2,550.00 | \$2,550.00 |
| Cartegraph OMS Extension | Advanced User Tools per-citizen Subscription | 1 | \$2,550.00 | \$2,550.00 |
| Cartegraph OMS Extension | Advanced Resources per-citizen Subscription | 1 | \$2,550.00 | \$2,550.00 |
| Cartegraph OMS Users | User Pack Subscription – 100 Named Users | 1 | \$17,850.00 | \$17,850.00 |
| TECHNICAL SUPPORT | | | | |
| System Integration Support | Technical Support, Q08292015 | 1 | \$1,000.00 | \$1,000.00 |
| YEAR 3 SUB-TOTAL | | | | \$52,000.00 |

NOTES: The pricing listed above does not include applicable sales tax.
The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.
After this initial 3 year term, Jackson County and Cartegraph will renegotiate a new Purchase Agreement.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** Customer agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$50,900.00 due upon execution of the Purchase Agreement.
 - b. \$50,900.00 due 15 days prior to 1st year anniversary of term start date.
 - c. \$50,900.00 due 15 days prior to 2nd year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services fee shall occur upon the execution of the Purchase Agreement.
5. **Renewal Invoicing:** Invoicing for the Renewal fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. ~~\$1,100.00 due upon execution of the Purchase Agreement.~~
 - b. \$1,100.00 due 15 days prior to 1st year anniversary of term start date.
 - c. \$1,100.00 due 15 days prior to 2nd year anniversary of term start date.
6. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, meals, and cancellation fees. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
7. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Tim McCool
(Type or print name)

Title Director of Sales

Date _____

Jackson County

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA252.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Training

- Cartegraph will provide remote train-the-trainer training, up to twelve (12) hours, on Advanced Resources functionality. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - Vendor Price Quotes
 - Re-order points
 - Cartegraph recommended best practices for advanced resource management

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.

- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Tim McCool
(Type or print name)

Title Director of Sales

Date _____

Jackson County

By _____
(Signature)

(Type or print name)

Title _____

Date _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$80,569.00 within the 2017 Assessment Fund to cover the cost of two new clerk positions within the Assessment Department.

RESOLUTION NO. 19416, March 13, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the Assessment Department has submitted a request to add two new clerk positions within the department; and,

WHEREAS, a transfer is needed to place the funds necessary for these positions in the proper spending accounts; and,

WHEREAS, the County Executive recommends said transfer and an exception to the County's Personal Services Policy under section 570.9 of the Jackson County Code; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2017 Assessment Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|---------------------------------------|-------------|-----------|
| Assessment Fund | | | |
| Non-Departmental | | | |
| 045-4500 | 56661 – Software Purchases | \$80,569 | |
| 045-4500 | 55061 – Insurance Fixed Cost & Dental | | \$80,569 |

Assessment Fund
Assessment Department

| | | |
|----------|-------------------------------|----------|
| 045-1902 | 55010 – Regular Salaries | \$41,600 |
| 045-1902 | 55040 – FICA | \$ 3,182 |
| 045-1902 | 55050 – Pension Contributions | \$ 6,877 |
| 045-1902 | 55060 – Insurance Benefits | \$24,916 |

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. 19416 of March 13, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 045 4500 56661
ACCOUNT TITLE: Assessment Fund
Non-Departmental
Software Purchases
NOT TO EXCEED: \$80,569.00

March 8, 2017
Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Resolution No.: 19416

Sponsor(s): Dennis Waits

Date: March 13, 2017

| | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|----------|--|----|--|----------|--|----|--|----------|---------------------------|-------|----------------|--------|----------------|-------|----------------|-------|----------------|--------|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a budget transfer of \$80,569 from the Assessment Non-Departmental fund to the Assessment Department in order to add two G03 clerk positions.</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>\$80,569</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>\$80,569</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 ACCT 045-4500-56661</td><td>\$80,569</td></tr> <tr> <td>TO ACCT 045-4500-55061</td><td>3,994</td></tr> <tr> <td>045-1902-55010</td><td>41,600</td></tr> <tr> <td>045-1902-55040</td><td>3,182</td></tr> <tr> <td>045-1902-55050</td><td>6,877</td></tr> <tr> <td>045-1902-55060</td><td>24,916</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): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$80,569 | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | \$80,569 | Amount budgeted for this item * (including transfers): | \$ | Source of funding (name of fund) and account code number; FROM ACCT 045-4500-56661 | \$80,569 | TO ACCT 045-4500-55061 | 3,994 | 045-1902-55010 | 41,600 | 045-1902-55040 | 3,182 | 045-1902-55050 | 6,877 | 045-1902-55060 | 24,916 |
| Amount authorized by this legislation this fiscal year: | \$80,569 | | | | | | | | | | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$ | | | | | | | | | | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$80,569 | | | | | | | | | | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$ | | | | | | | | | | | | | | | | | | | | |
| Source of funding (name of fund) and account code number; FROM ACCT 045-4500-56661 | \$80,569 | | | | | | | | | | | | | | | | | | | | |
| TO ACCT 045-4500-55061 | 3,994 | | | | | | | | | | | | | | | | | | | | |
| 045-1902-55010 | 41,600 | | | | | | | | | | | | | | | | | | | | |
| 045-1902-55040 | 3,182 | | | | | | | | | | | | | | | | | | | | |
| 045-1902-55050 | 6,877 | | | | | | | | | | | | | | | | | | | | |
| 045-1902-55060 | 24,916 | | | | | | | | | | | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p> | | | | | | | | | | | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by Robert D. Murphy, Director of Assessment, (816) 881-3239:</p> | | | | | | | | | | | | | | | | | | | | |
| REQUEST SUMMARY | <p>The Assessment Department is requesting a budget transfer of \$80,569 from the Assessment Non-Departmental fund to the Assessment Department in order to add two G03 clerk positions. These new positions will assist in improving customer service lines in the Individual Personal Property unit of the Assessment Department.</p> | | | | | | | | | | | | | | | | | | | | |

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| CLEARANCE | <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) | |
| ATTACHMENTS | | |
| REVIEW | Department Director: <i>Robert D. Murphy</i> Finance (Budget Approval): <i>[Signature]</i> <i>If applicable</i> Division Manager: <i>Mary Lou Brown</i> County Counselor's Office: | Date: <i>March 7, 2017</i> Date: <i>3/7/17</i> Date: <i>3/7/17</i> Date: |

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in _____.
- X 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.
- ☐ 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:

Jackson County, Missouri

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

Date: March 7, 2017

RES # 19416

| Department / Division | Character/Description | From | To |
|------------------------------|---------------------------------------|-----------|-----------|
| Assessment Fund - 045 | | | |
| 4500 - Non-Departmental | 56661 - Software Purchases | \$ 80,569 | \$ - |
| 4500 - Non-Departmental | 55061 - Insurance Fixed Cost & Dental | | 3,994 |
| 1902 - Assessment Department | 55010 - Regular Salaries | | 41,600 |
| 1902 - Assessment Department | 55040 - FICA | | 3,182 |
| 1902 - Assessment Department | 55050 - Pension Contributions | | 6,877 |
| 1902 - Assessment Department | 55060 - Insurance Benefits | | 24,916 |
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| | | \$ 80,569 | \$ 80,569 |

Budgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Understanding and a Memorandum of Agreement with the City of Kansas City, Missouri, related to the County's Prescription Drug Monitoring Program.

RESOLUTION NO. 19417, March 13, 2107

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, by Ordinance 4912, dated October 17, 2016, the Legislature did enact chapter 73, Jackson County Code, 1984, creating the Jackson County Prescription Drug Monitoring Program (PDMP); and,

WHEREAS, by Resolution 19307, dated November 14, 2016, the Legislature did authorize the execution of a User Agreement with St. Louis County, Missouri, to share costs related to the use of a data management software application for the PDMP; and,

WHEREAS, the City of Kansas City, Missouri, (the "City") desires to coordinate with the County in the implementation of the PDMP; and,

WHEREAS, the City and the County recommend the execution of a Memorandum of Understanding (MOU) setting out the rights and responsibilities of each party related to implementation of the PDMP; and,

WHEREAS, the City has also agreed to provide office space within the Kansas City Health

Department located at 2400 Troost Avenue for the County's PDMP Coordinator; and,

WHEREAS, the attached Memorandum of Agreement (MOA) sets out the rights and responsibilities of each entity related to use of this office space, at no cost to the County ;
and,

WHEREAS, execution of the attached MOU and MOA with the City are 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 the attached MOU and MOA with the City of Kansas City, MO, and any other documents required to give effect to this Resolution.

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. 19417 of March 13, 2107, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



Health Department
Community Engagement, Policy and
Accountability
2400 Troost Avenue, Suite 1200
Kansas City, Missouri 64108
Office (816) 513-6221
Fax (816) 513-6292



Public Health

Memorandum of Agreement

This Memorandum of Agreement (MOA), made on this first day of February, 2017 is established between the City of Kansas City, Missouri, through its Community Engagement, Policy and Accountability (CEPA) Division of the Kansas City, Missouri Health Department ("City") and Jackson County, Missouri ("County").

PURPOSE AND SCOPE

City hereby agrees to provide County with office space in the City of Kansas City, Missouri Health Department, located at 2400 Troost Avenue, ("Premises"). County is to use Premises as an office space for its Prescription Drug Monitoring (PDMP) Coordinator to support the following objectives:

1. To respond to inquiries from PDMP participating pharmacies and physicians in Jackson County, Missouri, the majority of which reside in Kansas City, Missouri;
2. To create a seamless transition to a functioning PDMP, including outreach and troubleshooting;
3. To prevent or reduce the number of opioid related overdoses and deaths through strengthening the effectiveness of the PDMP; and
4. To ensure communication between County and CEPA statisticians to monitor the prevalence of PDMP use, opioid overdoses and deaths.

AGREEMENT IS AS FOLLOWS

1. **Term.** The term for this MOA shall be for the period of one year beginning February 1st 2017 and ending January 31st, 2018, subject to the provisions of this MOA.
2. **Rent.** No rent will be required for the provision of office space.
3. **Use of Premises.** The use of the Premises is for the PDMP coordinator and no other use unless specifically authorized in writing by City.
4. **Acceptance, Maintenance and Repair.** County has inspected and knows the condition of Premises and accepts the same in its present condition (subject to ordinary wear, tear). **County will return Premises and its inventory to City, "broom clean" and undamaged except for reasonable wear and tear.**
5. **Quiet Enjoyment.** County shall lawfully, peacefully and quietly hold, occupy and enjoy said Premises during the term without hindrance, objection or molestation.
6. **City Right of Entry.** City may enter the premises at reasonable hours to examine the same, to do anything which City may deem necessary for the good of the Premises or the entire facility.
7. **Utilities and Services.** City shall furnish and pay for all electricity, water or any utilities used in connection with the Premises, unless otherwise herein expressly provided. City shall provide

trash and refuse removal. County shall be responsible for any communications connectivity desired. County shall be solely responsible for copier and other administrative services desired.

8. **Security Services.** City shall furnish facility security during regular business hours
9. **Alterations.** County shall not make any alterations or additions in or to the Premises, without the prior written consent of City.
10. **Signs and Advertisements.** County shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards or advertising whatsoever, without prior written consent of City and City's Director of Health.
11. **Recycling.** It is the established policy of the City of Kansas City Missouri and the Health Department to promote environmentally sound business practices. County agrees, where reasonable and practicable, to incorporate similar practices in operation on the Premises including, but not limited to, encourage recycling.
12. **Access.** Premises will be made available for routine office use as follows:

Monday – Friday 8:00am-5:30pm

County staff access to the Premises is limited to the office hours when CEPA staff is present in Suite 4000. Premises will not be available to County during the following holidays observed by City:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving and the Day after Thanksgiving
- Christmas Day

City will provide identification and security badges. County staff shall wear identification prominently any time they are in the Health Department building.


City will not provide a key to the Suite within which the Premises are located; rather County and PDMP staff shall rely on CEPA staff or City security at the Health Department to access Premises. Security badges will only grant County PDMP staff access to the employee entrance of the Health Department building and the employee parking lot. Any lost, misplaced, or stolen security badges should be reported immediately to the CEPA Division Manager. County will also notify City of the end or termination of employment of any PDMP staff person who was issued a security badge in order, so City can to deactivate building access for that individual.

13. **Meeting With Clients.** PDMP staff are not permitted to bring individuals, including PDMP clients or prospective clients, into Suite 4000. If, and when it is necessary for PDMP Staff to meet with clients at the Health Department, they should do so in one of the department conference rooms located on the Health Department's third and fourth floor.
14. **Present and On-call.** PDMP staff will be present and/or "on call" a minimum of three days per week, Monday through Friday. For shortened work weeks, the number of days PDMP staff will be present at the Premises will be at the County's discretion, but staff shall be present a minimum of one (1) day during a shortened work week.
15. **Parking.** County's PDMP staff shall park in the areas identified as employee parking or the employee overflow parking lots. County and PDMP staff shall enter the building through the employee entrance located on the west side of the Health Department building.
16. **Safety.** County's PDMP staff will follow all facility and safety policies promulgated by City and the Health Department. County agrees to pay any charged fees generated as a result of PDMP Staff setting off the facility security alarm.
17. **Client Privacy.** County's PDMP staff will follow all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) and all successor updates as they relate to privacy and security of patient health information. County and its staff also agree to comply with all other laws involving privacy and confidentiality, including state law. All PDMP staff working at Premises shall review the Kansas City, Missouri Health Department confidentiality policy and sign the KCHD Confidentiality Statement prior to move-in.
18. **Compliance with all other laws.** County's PDMP will follow all other local, state and federal laws while on the Premises.
19. **Termination of Agreement.** City and County reserve the right to terminate this agreement with 30 days prior notice. City reserves the right to remove PDMP staff, with or without prior notice, if they become disruptive to the Health Department patients, clients, employees or visitors and/or if County or PDMP staff are deemed to be a security risk.
20. **Premise; Inventory.** Premises shall consist of a portion of a fourth floor suite, the specific work station which will be assigned by City.

Furnishings provided:

- 1 Standard work station consisting of desk area with locking file drawers, storage compartments, and overhead bookshelves.
- 1 free-standing file and storage cabinet
- 1 trash can
- 1 recycle bin
- 1 dry erase/ bulletin board
- 1 office chair

The undersigned parties do enter into this agreement with the intent to support the implementation of the PDMP through the objectives and terms identified in this document.



Tracie McClendon-Cole, JD, MPA
Deputy Director of Health
City of Kansas City, MO, Health Department (City)

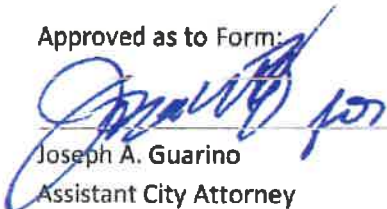


Date

Sarah Martin-Anderson, PhD, MPP, MPH
Division Manager CEPA
City of Kansas City, MO, Health Department (City)

Date

Approved as to Form:



Joseph A. Guarino
Assistant City Attorney

Jaime Rogers, MS, LMFT
Chief Health Officer
Jackson County (County)

Date

Frank White
County Executive
Jackson County (County)

Date



**Memorandum of Understanding
Between
The City of Kansas City Missouri
And
Jackson County, Missouri**



Public Health

This memorandum of Understanding (MOU) is entered in to between Jackson County, Missouri ("County") and the City of Kansas City, Missouri, acting through its Health Department ("City") to consent to and implement the County's Prescription Drug Monitoring Program (PDMP) within the corporate limits of the City.

WHEREAS, there is an epidemic of dangerous addictions to drugs, including prescription drugs, particularly opioids, in our metropolitan area; and

WHEREAS, a prescription monitoring program would be a vital tool to aid in the improvement of public health; and

WHEREAS, a consolidated & coordinated prescription drug monitoring program within Jackson County including the County and City is necessary to be effective in addressing the joint goals of combating prescription drug abuse; and

WHEREAS, the County has enacted its PDMP for monitoring the prescribing and dispensing of Schedule II, III, and IV controlled substances by professionals licensed to prescribe or dispense such substances (except Veterinarians licensed under Chapter 340), to be in place beginning January 1, 2017; and

WHEREAS, the parties believe that the best use of the coordinated resources of City and County toward the reduction of the risks of prescription drug addiction would be for the City to authorize and consent, as required by 7300 of the Jackson County Code, to the County's implementation of its PDMP within the City's limits and for the Kansas City, Missouri Health Department to cooperate and participate in the program, subject to the ongoing agreement of the City; and

WHEREAS, the City Council passed Ordinance No. 160831 creating a Kansas City, Missouri Prescription Drug Monitoring Program and authorizing the coordination of such programs with other jurisdictions;

NOW, THEREFORE, the parties agree as follows:

I. County agrees to:

1. Administer the PDMP within the corporate limits of Kansas City, Missouri and assume all costs of such administration, effective January 1, 2017.
2. Provide technical assistance and help desk services related to administration of the program.
3. Provide monthly reports regarding PDMP activities both county-wide and Kansas City, Missouri-specific.
4. Create regional PDMP leadership team to monitor the PDMP and to create necessary policies and procedures.

5. Advise of, and seek input from City concerning, proposed changes to the PDMP and administration thereof.

II. City agrees to:

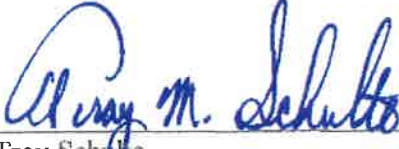
1. Consent, as required in 7300 of the Jackson County Code, to the implementation of the PDMP within the City of Kansas City Missouri, under the terms of this MOU.
2. Appoint the Director of the Kansas City, Missouri Health Department, or a designee, as the point of contact for questions / issues regarding implementation of the PDMP within Kansas City, Missouri and to receive the reports of the program's activities as set out in paragraph I above.
3. Provide a staff member (s) to participate in the regional PDMP leadership team.

III. The City & County jointly agree:

1. **Term** - This MOU and the consent to implement the PDMP within the City is effective with the January 1, 2017 inception of the program and runs through December 31, 2017, unless terminated sooner as set out herein. This agreement may be renewed by the mutual consent of the parties, or replaced by a new agreement.
2. **Amendment** - Any change to this MOU shall be accompanied by a formal amendment, signed by the parties, prior to the effective date of such change.
3. **Termination** - This MOU may be terminated by either party on a minimum of fourteen (14) days written notice prior to the effective date of the termination named by the terminating party. Upon termination the parties shall coordinate on any ancillary matters necessary to effectuate the termination of the agreement.

Frank White, Jr.
County Executive
Jackson County, Missouri

Date

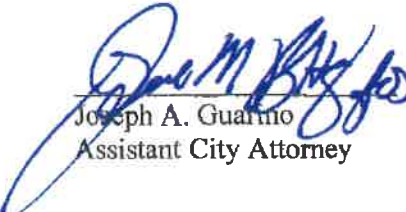


Troy Schulte
City Manager
City of Kansas City, Missouri



Date

Approved as to Form



Joseph A. Guarino
Assistant City Attorney

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19417

Sponsor(s): Crystal Williams

Date: March 13, 2107

| | | | | | | | | | | | |
|--|---|---|---|--|-----|--|---|--|---|--|--|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Memorandum of Agreement & Understanding The City of Kansas City, MO & Jackson County, MO for PDMP Coordinator office space at the Kansas City, MO Health Dept.</u></p> | | | | | | | | | | |
| BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i> | <table border="1" data-bbox="313 558 1198 779"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>0</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>0</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>0</td></tr><tr><td> </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 checked="" 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): \$7,000 Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | 0 | Amount previously authorized this fiscal year: | \$0 | Total amount authorized after this legislative action: | 0 | Amount budgeted for this item * (including transfers): | 0 | | |
| Amount authorized by this legislation this fiscal year: | 0 | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$0 | | | | | | | | | | |
| Total amount authorized after this legislative action: | 0 | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | 0 | | | | | | | | | | |
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| PRIOR LEGISLATION | <p>Prior ordinances and (date): # 4912 10/17/2016;</p> <p>Prior resolutions and (date): 19307 11/14/16;</p> | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Jaime Masters, Chief of Health Services – 816-529-4441</p> | | | | | | | | | | |
| REQUEST SUMMARY | <p>By Ordinance 4912, dated October 17, 2016, the Legislature enacted chapter 73, Jackson County Code. 1984 creating the Jackson County Prescription Drug Monitoring Program (PDMP.) Additionally, by Resolution 19307, dated November 17, 2016, the Legislature authorized the execution of a User Agreement with St. Louis County, Missouri, to share costs related to the use of a data management software application for the PDMP.</p> <p>Additionally, the City of Kansas City, Missouri hereby agrees to provide County with office space in the City of Kansas City, Missouri Health Department, located at 2400 Troost Avenue, ("Premises"). County is to use Premises as an office space for its Prescription Drug Monitoring (PDMP) Coordinator to support the following objectives:</p> <ol style="list-style-type: none">1. To respond to inquiries from PDMP participating pharmacies and physicians in Jackson County, Missouri, the majority of which reside in Kansas City, Missouri;2. To create a seamless transition to a functioning PDMP, including outreach and troubleshooting;3. To prevent or reduce the number of opioid related overdoses and deaths through strengthening the | | | | | | | | | | |

| | | |
|-------------|--|-------|
| | effectiveness of the POMP; and | |
| | 4. To ensure communication between County and CEPA statisticians to monitor the prevalence of PDMP use, opioid overdoses and deaths. | |
| CLEARANCE | <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) | |
| ATTACHMENTS | Sponsorship Details provided by [REDACTED] | |
| REVIEW | Department Director: | Date: |
| | Finance (Budget Approval): If applicable | Date: |
| | Division Manager: | Date: |
| | 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.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating Dr. Elaine W. Joslyn on the occasion of her retirement after twenty-two years of providing medical services to the citizens of Jackson County.

RESOLUTION NO. 19418, March 13, 2017

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, Elaine W. Joslyn, D.O., a dedicated physician, will retire March 17, 2017, after twenty-two years of service at her private clinic, NEighborhood Family Care, located in historic northeast Kansas City; and,

WHEREAS, Dr. Joslyn is the founder and board member of the Northeast Neighbor to Neighbor Health Services Organization, which assists Northeast area residents to receive needed tests and treatments when they lack the resources to cover these costs; and,

WHEREAS, Dr. Joslyn has received numerous academic honors including the Missouri Association of Osteopathic Physicians Medallion Award, Missouri Association of Osteopathic Physicians Distinguished Service Award, Missouri Osteopathic Family Physician of the Year Award, Missouri Association of Osteopathic Physicians and Surgeons Physician of the Year Award, and Fellow of the American College of Osteopathic Family Physicians (ACOFP); and,

WHEREAS, Dr. Joslyn graduated from the University of Health Sciences, College of Osteopathic Medicine, and served on the faculty of Kansas City University of Medicine and Biosciences; and,

WHEREAS, Dr. Joslyn has served on such committees as the Healthcare USA Credentials Committee, the Healthcare USA Peer Review Committee, ACOFP Preceptor/Preceptee Committee, ACOFP Education and Research Foundation, ACOFP Women's Committee, plus multiple state osteopathic committees; and,

WHEREAS, Dr. Joslyn has volunteered her time to the health and welfare of the community serving as coordinator of the AOA Care-A-Van stop, a health screening program for the medically underserved, coordinator of the first-aid booth at the Northeast Fall Festival, and a volunteer at the Kansas City CARE Clinic, as well as many other volunteer services; and,

WHEREAS, Dr. Joslyn has served the citizens of Jackson County with distinction and her friends, patients, and co-workers will miss her knowledge and service; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes Dr. Elaine W. Joslyn for her service and contributions to the citizens of Jackson County and extends best wishes for her future endeavors.

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. 19418 of March 13, 2017, was duly passed on _____, 2017 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 sixty-month contract for the furnishing of conducted electrical weapons (Tasers) for use by the Sheriff's Office to Taser International, Inc., of Scottsdale, AZ, at a cost to the County in the amount not to exceed of \$33,377.00, as a sole source purchase.

RESOLUTION NO. 19419, March 13, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office desires to purchase new conducted electrical weapons (Tasers) to replace its aging supply of such weapons; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a sixty-month contract for the furnishing of conducted electrical weapons (Tasers) for use by the Sheriff's Office to Taser International, Inc., of Scottsdale, AZ, at a cost to the County not to exceed \$33,377.00, as a sole source purchase; 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,

WHEREAS, the Director further recommends that he not take competitive bids for these weapons for the reason that Taser International, Inc., is the only provider of the conducted electrical source weapons suitable for use by law enforcement; and,

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

BE IT FURTHER RESOLVED that the Director of the Department of Finance 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. 19419 of March 13, 2017, was duly passed on _____, 2017 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: 004 4201 58170
ACCOUNT TITLE: Special Road and Bridge Fund
Sheriff
Other Equipment
NOT TO EXCEED: \$33,377.00


Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19419

Sponsor(s): Alfred Jordan

Date: March 13, 2017

| | | | | | | | | | | | |
|---|---|---|-------------|--|-------|--|-------------|--|-------------|---|-------------|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Sixty Month Contract for the purchase of Less Lethal Electrical Source Weapons (Tasers) for the Sheriff's Office from Taser International of Scottsdale, Arizona at a cost of \$33,376.49 for the first twelve months as a Sole Source purchase.</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>\$33,376.49</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>\$33,376.49</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$33,376.49</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 004-4201-58170 Road & Bridge Fund, Sheriff's Office, Other Equipment</td><td>\$33,376.49</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: \$ This will be a Sixty Month Contract; the first annual payment is \$33,376.49. The remaining years funding is subject to annual appropriation. Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$33,376.49 | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | \$33,376.49 | Amount budgeted for this item * (including transfers): | \$33,376.49 | Source of funding (name of fund) and account code number: 004-4201-58170 Road & Bridge Fund, Sheriff's Office, Other Equipment | \$33,376.49 |
| Amount authorized by this legislation this fiscal year: | \$33,376.49 | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$33,376.49 | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$33,376.49 | | | | | | | | | | |
| Source of funding (name of fund) and account code number: 004-4201-58170 Road & Bridge Fund, Sheriff's Office, Other Equipment | \$33,376.49 | | | | | | | | | | |
| 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 Sheriff's Office inventory of Less Lethal Electrical Source Weapons were purchased between 2004 and 2009; these models are no longer in production and will no longer be supported by the manufacturer after 2019. The Sheriff's Office is requesting approval of a Sixty Month Contract with Taser International of Scottsdale, Arizona, the manufacturer of the weapons, to replace and upgrade their inventory.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the approval of the Sixty Month Contract to replace and upgrade these weapons with Taser International of Scottsdale, Arizona for the Sheriff's Office as a Sole Source purchase. Research by the Sheriff's Office and the Purchasing Department indicates there are no other manufacturers of less lethal electrical source weapons for law enforcement on the market at this time.</p> | | | | | | | | | | |
| CLEARANCE | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p> | | | | | | | | | | |
| ATTACHMENTS | <p>A recommendation memorandum from Captain Dave Epperson of the Sheriff's Office and the quote and contract from Taser, International</p> | | | | | | | | | | |
| REVIEW | <table border="1"> <tr> <td>Department Director:</td><td>Date:</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date:</td></tr> <tr> <td>Division Manager:</td><td>Date:</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table> | Department Director: | Date: | Finance (Budget Approval): If applicable | Date: | Division Manager: | Date: | County Counselor's Office: | Date: | | |
| Department Director: | Date: | | | | | | | | | | |
| Finance (Budget Approval): If applicable | Date: | | | | | | | | | | |
| Division Manager: | Date: | | | | | | | | | | |
| 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.

PC# _____

RES # 19419

[illegible]

Budgeting 3/3/17

OFFICE OF JACKSON COUNTY, MISSOURI
SHERIFF
INTER-OFFICE MEMORANDUM

TO: Barbara Casamento

FROM: Captain Dave Epperson

DATE: 02/09/2017

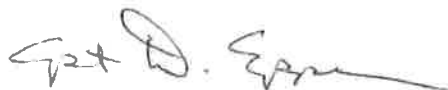
SUBJECT: TASER Sole Source memorandum

Ms. Casamento,

I am sending this memorandum to request the above listed business, TASER International 17800 North 85th Street Scottsdale, Arizona 85255, to be considered a Sole Source for the Jackson County Sheriff's Office purchase of conducted electrical source weapons in 2017.

The Jackson County Sheriff's Office requested and received first year funding for the purchase of 100 TASER X2 electrical source weapons (less lethal) for use throughout the Sheriff's Office, with the package including maintenance and replacement cartridges. This program is called the TASER 60 plan, as illustrated in documentation provided by our Firearms Specialist Sergeant Charles Degroff in the attached memorandum, allowing the Sheriff's Office to replace outdated units which will not be supported after 2019. TASER International is the sole source manufacturer of the X2 system and has provided this equipment and maintenance to the Sheriff's Office for several years.

Thank you for your consideration reference this request,



TASER International*Protect Life. Protect Truth.*

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 658-0724

Chuck DeGross

(816) 220-3274
 (816) 524-4340
 cdegross@jacksongov.org

**Quotation**

Quote: Q-100472-2

Date: 2/3/2017 1:17 PM

Quote Expiration: 3/15/2017

Contract Start Date*: 2/3/2017

Contract Term: 5 years

AX Account Number:

109638

Bill To:

Jackson County Sheriff's Office - MO
 4001 NE Lakewood Court
 Lees Summit, MO 64064
 US

Ship To:

Chuck DeGross
 Jackson County Sheriff's Office - MO
 4001 NE Lakewood Court
 Lees Summit, MO 64064
 US

| SALESPERSON | PHONE | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|-------------|------------|------------------|-----------------|----------------|
| David Dolby | 4805026214 | ddolby@taser.com | Fedex - Ground | Net 30 |

*Note this will vary based on the shipment date of the product.

YEAR 1, DUE NET 30 DAYS + SHIPPING

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---|------------|-----------------------|---------------|---------------|
| 100 | 22002 | HANDLE, BLACK, CLASS III, X2 | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 100 | 80137 | TASER 60 X2 UNLIMITED | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 100 | 85700 | TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 43,200.00 | USD 10,000.00 | USD 33,200.00 |
| 93 | 22501 | HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 100 | 22012 | TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 40 | 22155 | CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25' | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 560 | 22151 | CARTRIDGE, PERFORMANCE, SMART, 25' | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 1 | 22013 | KIT, DATAPORT DOWNLOAD, USB, X2/ X26P | USD 176.49 | USD 176.49 | USD 0.00 | USD 176.49 |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|--|--------|--|------------|-----------------------|---------------|---------------|
| 7 | 22504 | HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| YEAR 1, DUE NET 30 DAYS + SHIPPING Total Before Discounts: | | | | | | USD 43,376.49 |
| YEAR 1, DUE NET 30 DAYS + SHIPPING Discount: | | | | | | USD 10,000.00 |
| YEAR 1, DUE NET 30 DAYS + SHIPPING Net Amount Due: | | | | | | USD 33,376.49 |

FREE SPARE

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|------------------------------------|--------|---|--------------|-----------------------|---------------|--------------|
| 1 | 22002 | HANDLE, BLACK, CLASS III, X2 | USD 1,103.31 | USD 1,103.31 | USD 1,103.31 | USD 0.00 |
| 1 | 80137 | TASER 60 X2 UNLIMITED | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 1 | 22012 | TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P | USD 58.38 | USD 58.38 | USD 58.38 | USD 0.00 |
| FREE SPARE Total Before Discounts: | | | | | | USD 1,161.69 |
| FREE SPARE Discount: | | | | | | USD 1,161.69 |
| FREE SPARE Net Amount Due: | | | | | | USD 0.00 |

YEAR 2, 2018

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|--------------------------------------|--------|---------------------------------------|------------|-----------------------|---------------|---------------|
| 100 | 85701 | TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 43,200.00 | USD 0.00 | USD 43,200.00 |
| YEAR 2, 2018 Total Before Discounts: | | | | | | USD 43,200.00 |
| YEAR 2, 2018 Net Amount Due: | | | | | | USD 43,200.00 |

YEAR 3, 2019

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|--------------------------------------|--------|---------------------------------------|------------|-----------------------|---------------|---------------|
| 100 | 85702 | TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 43,200.00 | USD 0.00 | USD 43,200.00 |
| YEAR 3, 2019 Total Before Discounts: | | | | | | USD 43,200.00 |
| YEAR 3, 2019 Net Amount Due: | | | | | | USD 43,200.00 |

YEAR 4, 2020

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|--------------------------------------|--------|---------------------------------------|------------|-----------------------|---------------|---------------|
| 100 | 85703 | TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 43,200.00 | USD 0.00 | USD 43,200.00 |
| YEAR 4, 2020 Total Before Discounts: | | | | | | USD 43,200.00 |
| YEAR 4, 2020 Net Amount Due: | | | | | | USD 43,200.00 |

YEAR 5, 2021

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|--------------------------------------|--------|---------------------------------------|------------|-----------------------|---------------|----------------|
| 100 | 85704 | TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 43,200.00 | USD 0.00 | USD 43,200.00 |
| YEAR 5, 2021 Total Before Discounts: | | | | | | USD 43,200.00 |
| YEAR 5, 2021 Net Amount Due: | | | | | | USD 43,200.00 |
| Subtotal | | | | | | USD 206,176.49 |
| Estimated Shipping & Handling Cost | | | | | | USD 515.44 |
| Grand Total | | | | | | USD 206,691.93 |

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.taser.com/legal>, and the terms and conditions of TASER's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at <http://www.taser.com/legal>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
 Name (Print): _____ Title: _____
 PO# (if needed): _____

Quote: Q-100472-2

Please sign and email to David Dolby at ddolby@taser.com or fax to (480) 658-0724

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
 © 2013 TASER International, Inc. All rights reserved.



Certificate of Destruction

Agency Name: _____

Quote/PO Number: _____

Product/ Quantity to be
destroyed:

M26: _____

X26: _____

Other: _____

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by: _____

*Signature (Digital is acceptable or scan)**Printed name, title**Date***Return the signed form to your sales representative along with your purchase order/quote.**

Protect Life' and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. Copyright 2014, TASER International, Inc.

TASER 60 Unlimited Plan

-program benefits-

Plan includes; CEW, batteries, holster, training cartridges, duty cartridges, and 5 years' total warranty on all devices.

- Unlimited batteries, to cover all 5 years with use. You get choice of any battery; PPM, TPPM, XPPM, APPM, XAPPM, SPPM.
- 3- training cartridges per year for 5 years for each officer for TASER re-certification and training. You get your choice of cartridges.
- Unlimited- duty cartridges could cover your agency for the next 5 years. You get your choice of cartridges.
- Extended Warranty on all CEWs for the full 5-year period.
- FREE SPARE CEW to put on your shelf for immediate replacement of a broken unit. Return the broken unit and put the replacement back on the shelf.
- Purchase today and pay for the units over 5 years without any interest.
- Purchasing of all units/cartridges/batteries at today's price and avoids future price increases.
- Gives a "line item" for the budget with a known expenditure.

TASER International, Inc.'s TASER 60 Terms and Conditions

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, Spare CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

TASER 60 Term. TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60. If shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. The TASER 60 Term will end 5 years after the start date (**Term**).

Payment Terms. TASER invoices for the TASER 60 Plan on an annual basis. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

Taxes. Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

Shipping; Title; Risk of Loss; Rejection. TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are FOB Destination via common carrier and title and risk of loss pass to the Agency upon delivery to the Agency. The Agency is responsible for all freight charges. Shipping dates are estimates only.

Returns. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non- TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

Warranty Limitations.

The warranties do not apply and TASER will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

TASER's cumulative liability to Jackson County for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will TASER or Jackson County be liable to the other for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option. For warranty return and repair procedures, including troubleshooting guides, please go to TASER's website www.taser.com/support.

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

TASER 60 Warranty Coverage. TASER 60 includes extended warranty coverage for TASER manufactured products as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.

Spare Product. For orders of more than 30 units, TASER will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at TASER's sole option. Within 30 days of the end of the Term, the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

Design Changes. TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

TASER 60 Termination. If an invoice for TASER 60 is more than 30 days past due, then TASER may terminate TASER 60. TASER will provide notification that TASER 60 coverage is terminated.

Once TASER 60 coverage is terminated for any reason, then:

1. TASER 60 coverage will terminate as of the date of termination and no refunds will be given.

TASER International, Inc.'s TASER 60 Terms and Conditions

2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, TASER will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to TASER within 30 days of the date of termination.
3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TASER 60. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

Excusable Delays. TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

Proprietary Information. The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

Import and Export Compliance. In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

Assignment. The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of TASER.

Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

Entire Agreement. This Agreement and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

TASER International, Inc.'s TASER 60 Terms and Conditions

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Jackson County, Missouri

Signature: _____
Name: Q. Troy Thomas
Title: Chief Financial Officer
Date: _____

APPROVED AS TO FORM:

ATTEST:

W. Stephen Nixon, County Counselor

Mary Jo Spino, Clerk of the Legislature