

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Prosecuting Attorney to execute a twelve-month Agreement with three twelve-month options to extend, with the Missouri Office of Prosecution Services for an automated case management and criminal history reporting system, as an acquisition from another governmental entity, at an annual cost to the County not to exceed \$64,375.00.

RESOLUTION NO. 20379, February 24, 2020

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, section 56.750, RSMo, authorizes the Missouri Office of Prosecution Services (MOPS) to develop an automated case management system and provide that service to Missouri prosecuting attorney's offices; and,

WHEREAS, the Jackson County Prosecuting Attorney's Office recommends a twelve-month agreement with MOPS, with three twelve-month options to extend, to utilize this automated case management system, as an acquisition from another governmental entity under section 1030.2, Jackson County Code, 1984; and,

WHEREAS, the recommended Agreement with the Missouri Office of Prosecution Services is a suitable mechanism by which to implement the mutual understandings of the parties; and,

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

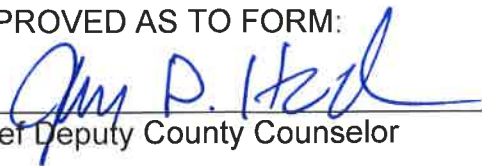
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

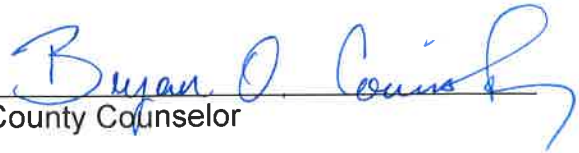
Prosecuting Attorney be and hereby is authorized to execute an Agreement with the Missouri Office of Prosecution Services at an annual cost to the County not to exceed \$64,375.00, in a form substantially similar to that attached, to be approved by the County Counselor; and,

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 and extensions thereto.

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. 20379 of February 24, 2020, was duly passed on _____, 2020 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. Funding for future years is subject to annual appropriation.

ACCOUNT NUMBER: 008 4152 56662
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Criminal Prosecution
Software Maintenance
NOT TO EXCEED: \$64,375.00

2/27/2020
Date


Chief Administrative Officer

License Use Memorandum of Understanding

January 1, 2020 – December 31, 2020

THIS AGREEMENT is entered into between Missouri Office of Prosecution Services, hereinafter “MOPS”, and the Prosecuting Attorney’s Office of **Jackson County**, Missouri, hereinafter “COUNTY”, and

WHEREAS, section 56.750, RSMo provides that MOPS may “assist in the development, support and maintenance of automated case management and criminal history reporting systems approved by the Prosecutors Coordinators Training Council as the standard utilized by prosecuting attorneys and circuit attorney”, and

WHEREAS, the Prosecutors Coordinators Training Council has approved “PBK”, a product of Karpel Solutions, hereinafter “Karpel” as the standard utilized by prosecuting attorneys and circuit attorney, and

WHEREAS, the State of Missouri, through MOPS, has entered into a contract with Karpel Solutions to provide automated case management system and criminal history reporting services to prosecutors’ offices, and

WHEREAS, MOPS is the Enterprise license owner for PBK for the State of Missouri, and

WHEREAS, MAPA and MOPS have entered into an agreement that MAPA will collect the user fees for PBK as a part of its dues from the county offices, and will remit the Technology fees including the PBK user fees to MOPS from the dues collected by it,

THEREFORE, the parties agree as follows:

1. That COUNTY agrees to utilize PBK as the sole automated case management system and criminal history reporting system within its office;
2. That COUNTY agrees to use MOPS as the sole point of contact with Karpel for any new or existing contractual services and development requests (including but not limited to enhancement requests and pilot/beta test requests by Karpel);
3. That COUNTY agrees to utilize only the most recent version of PBK as approved by MOPS;
4. That COUNTY agrees to utilize the electronic case transfer function (“Transfer to Court”) with the Office of the State Courts Administrator (OSCA) and further agrees to enter into any agreements necessary to effectuate said function;

5. That COUNTY agrees to provide the name and contact information for its local PBK system administrator to MOPS and to update MOPS of any change of information for the local PBK system administrator within 5 business days of such change (see attachment);
6. That COUNTY agrees to enter all criminal cases into PBK and fully dispose of them within the system for the purpose of reporting criminal case dispositions to the Missouri State Highway Patrol (MSHP) CJIS Division, pursuant to RSMo 43.503;
7. That the COUNTY agrees to comply with any and all security requirements adopted by MOPS upon notification of adoption. Such security requirements may be developed from recommendations from the Missouri Association of Prosecuting Attorneys (MAPA) Steering Committee on Case Management and/or approved by the MAPA Board of Directors and the Prosecutors Coordinators' Training Council;
8. That the current charge for the use of PBK is **\$450.00 PER USER** for annual maintenance costs and that an additional \$65.00 per PBK user shall be due for additional technology related expenses, including, but not limited to Statewide Lookup and OCN Lookup/data retrieval;
9. That said contract will expire on December 31, 2027 and that MOPS and Karpel have the rights to renegotiate a new contract or decline to enter into another contract which may result in a different annual maintenance amount due to Karpel;
10. That COUNTY shall be invoiced annually from MOPS at the beginning of each calendar year. The COUNTY shall then make payment to MOPS no later than the 30th of January for that calendar year. The COUNTY shall pay to MOPS a prorated portion of the annual maintenance for any new users added during the year, said payment to be made within thirty days of such user being added, based on the number of whole months remaining in the year from the date the new user is added, and that the COUNTY shall report the addition of any new users added by the first day of the month following such addition;
11. That COUNTY currently is authorized **125** users to be covered by MOPS under this agreement. The COUNTY shall be solely responsible for the expense of any other license(s) that fall outside of the authorized user amount stated above;
12. That COUNTY shall not add any users without the express approval of MOPS;
13. That MOPS shall allow COUNTY the use of **125** PBK licenses;
14. This agreement shall be in effect from January 1, 2020 to December 31, 2020. Thereafter, the parties shall have the mutual option of extending this agreement for three additional terms of one-year each. Any such extension shall be in writing, executed by both parties;

15. In determining the number of licenses used by the county and the fees owed by the county therefor, a count shall be made December 1 and June 1 of each year, and the counties shall be obligated to pay MAPA for all such licenses;
16. If, in the judgment of MOPS, COUNTY has not met the requirements of paragraphs 1, 2, 3, 4, 5, 6, or 7 MOPS reserves the right to terminate its annual license use memorandum of understanding under this agreement after providing thirty (30) days written notice to COUNTY;
17. Such notice under paragraph 15 may only be given if MOPS has provided COUNTY with written demand to correct the violations of paragraphs 1, 2, 3, 4, 5, 6, or 7 and has provided COUNTY with 30 days in which to comply;
18. This agreement supersedes all other agreements, either written or oral, between MOPS and COUNTY relating to automated case management systems and criminal history reporting systems;
19. Either party may terminate this agreement upon thirty (30) days written notice to the other party;
20. The laws of the State of Missouri shall govern this agreement.

WHEREFORE, we have hereunto set our hands this _____ day of _____,
20____.

Darrell Moore
Executive Director
Missouri Office of Prosecution Services

Jean Peters-Baker
Prosecuting Attorney
Jackson County

PBK System Administrator Information Sheet

Jackson County

1. System Administrator #1

- a. NAME: _____
- b. TITLE: _____
- c. PHONE NUMBER: _____
- d. E-MAIL: _____

2. System Administrator #2

- a. NAME: _____
- b. TITLE: _____
- c. PHONE NUMBER: _____
- d. E-MAIL: _____

3. System Administrator #3

- a. NAME: _____
- b. TITLE: _____
- c. PHONE NUMBER: _____
- d. E-MAIL: _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, March 2, 2020, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 20380, March 2, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, March 2, 2020, during the regularly scheduled meeting of the Legislature; and,

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

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

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, March 2, 2020, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20380 of March 2, 2020, was duly passed on _____, 2020 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 transferring \$28,229.00 within the 2020 General Fund to provide funding for one part-time wellness coordinator position within the Human Resources Department.

RESOLUTION NO. 20381, March 2, 2020

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, as part of the County's health insurance benefit plan, Blue Cross and Blue Shield of Kansas City allocates \$75,000.00 annually toward health and wellness programs and activities within the County; and,

WHEREAS, the Interim Director of Human Resources recommends that a portion of this allocation be used to continue to fund a part-time wellness coordinator position to oversee wellness initiatives throughout the County; and,

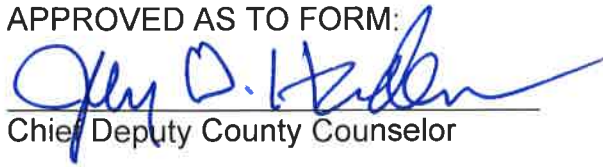
WHEREAS, a transfer is necessary to place the required funds in the appropriate spending accounts; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2020 General Fund be and hereby is made:

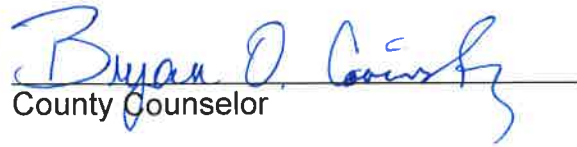
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Human Resources			
001-1202	56711 – Wellness Incentive	\$26,223	
001-1202	56120 –		
	Car Allowance and Mileage	\$ 2,006	
001-1202	55025 – Part-Time Salaries		\$26,223
001-1202	55040 – FICA Taxes		\$ 2,006

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. 20381 of March 2, 2020, was duly passed on _____, 2020 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 will be available from the sources indicated below.

ACCOUNT NUMBER: 001 1202 56711

ACCOUNT TITLE: General Fund
Human Resources
Wellness Incentive

NOT TO EXCEED: \$26,223.00

ACCOUNT NUMBER: 001 1202 56120

ACCOUNT TITLE: General Fund
Human Resources
Car Allowance and Mileage

NOT TO EXCEED: \$2,006.00

2/27/2020

Date



Chief Administrative Officer



Kansas City



a healthier
you

Wellness Stipend Request

Group Name: Jackson County, Missouri

Group Number: 31418000

Type of Request:

(Check one box)

☒ Issue Reimbursement to Group

Must attach proof of payment

☐ Issue Payment for Invoice to Vendor

Must attach invoice from vendor

Vendor Name: Jackson County, Missouri

Amount Requested: \$ 28,229

Guidelines for expediting payment of an invoice or reimbursement request:

- Requests for items not included in the Stipend Usage list are subject to approval and must be submitted in advance.
- Individual request form is required per stipend usage category.
- Expenses must be incurred within client's current medical plan year.
- All requests require itemized documentation.
 - Reimbursement requests must be submitted within 60 days of the incurred expense. Proof of payment is required.
 - Invoice payment requests must be submitted within 60 days of the incurred expense.
- All requests must be submitted within five (5) business days following the conclusion of the client's current medical plan year.
- Payments will be processed based only on the available balance within the stipend.
- At the conclusion of the medical plan year any remaining balances will be forfeited.
- Non-standard A Healthier You program expenses will automatically be deducted from the stipend balance.

Please allow 10 business days to process your approved request.

Michelle Chrismer

Group Representative Signature

2/14/2020

Date

I warrant that I am an authorized representative for this group who is requesting an authorized distribution from the Group's Wellness Stipend. I further acknowledge that distributions from the Wellness Stipend are limited to the balance in this account at any time.

To expedite payment, please scan and email this form to:

Tracey Foreman

tracey.foreman@bluekc.com

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

FEB 19 2020

Completed by County Counselor's Office:

Res/Ord No.: 20381

Sponsor(s): Crystal Williams

Date: March 2, 2020

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>A Resolution transferring \$28,229 within the 2020 General Fund to populate personnel line items (part-time salaries and FICA) for the County's Part-time wellness coordinator.</u>																					
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>\$28,229</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>\$28,229</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM:</td> <td></td> </tr> <tr> <td>001-1202-56711 General Fund -- Human Resources -- Wellness Incentive</td> <td>\$26,223</td> </tr> <tr> <td>001-1202-56120 General Fund -- Human Resources -- Car Allowance</td> <td>\$2,006</td> </tr> <tr> <td>TO:</td> <td></td> </tr> <tr> <td>001-1202-55025 General Fund -- Human Resources -- Part-time Salaries</td> <td>\$ 26,223</td> </tr> <tr> <td>001-1202-55040 General Fund -- Human Resources -- FICA Taxes</td> <td>\$2,006</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:	\$28,229	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$28,229	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM:		001-1202-56711 General Fund -- Human Resources -- Wellness Incentive	\$26,223	001-1202-56120 General Fund -- Human Resources -- Car Allowance	\$2,006	TO:		001-1202-55025 General Fund -- Human Resources -- Part-time Salaries	\$ 26,223	001-1202-55040 General Fund -- Human Resources -- FICA Taxes	\$2,006
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TO:																						
001-1202-55025 General Fund -- Human Resources -- Part-time Salaries	\$ 26,223																					
001-1202-55040 General Fund -- Human Resources -- FICA Taxes	\$2,006																					
PRIOR LEGISLATION	Prior ordinances and (date): <u>Ord. 4754 (7/13/2015), Ord. 4810 (1/4/2016), Ord 4950 (1/23/19) and Ord 5070 (2/5/18);</u> Prior resolutions and (date): <u>Res. 20158 (2019)</u>																					
CONTACT INFORMATION	RLA drafted by (name, title, & ph.): Michelle Chrisman, Interim Director of Human Resources, 816-881-1204																					
REQUEST SUMMARY	This is a request to transfer \$28,229 within the 2020 General Fund for the purpose of retaining the Part-time Wellness Coordinator. Retaining a Wellness Coordinator will allow the Human Resources department to dedicate valuable hours to the coordination and execution wellness initiatives throughout Jackson County and improve the health and wellness of county employees, thereby, lowering health claims in our health plan. This position is funded by a grant awarded to Jackson County by Blue Cross and Blue Shield of Kansas City.																					
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	<table border="1"> <tr> <td>Department Director: <i>Michelle Chrisman</i></td> <td>Date: <i>2/14/2020</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>[Signature]</i> <i>If applicable</i></td> <td>Date: <i>2/18/2020</i></td> </tr> <tr> <td>Division Manager: <i>Greg M. Schultz</i></td> <td>Date: <i>2/19/2020</i></td> </tr> <tr> <td>County Counselor's Office: <i>Beyan Canish</i></td> <td>Date: <i>2/27/2020</i></td> </tr> </table>		Department Director: <i>Michelle Chrisman</i>	Date: <i>2/14/2020</i>	Finance (Budget Approval): <i>[Signature]</i> <i>If applicable</i>	Date: <i>2/18/2020</i>	Division Manager: <i>Greg M. Schultz</i>	Date: <i>2/19/2020</i>	County Counselor's Office: <i>Beyan Canish</i>	Date: <i>2/27/2020</i>												
Department Director: <i>Michelle Chrisman</i>	Date: <i>2/14/2020</i>																					
Finance (Budget Approval): <i>[Signature]</i> <i>If applicable</i>	Date: <i>2/18/2020</i>																					
Division Manager: <i>Greg M. Schultz</i>	Date: <i>2/19/2020</i>																					
County Counselor's Office: <i>Beyan Canish</i>	Date: <i>2/27/2020</i>																					

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.

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

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Journal compilation © 2006 Blackwell Publishing Ltd

RES # 20381

Character/Description

From

To

1202 Human Resources

56711 Wellness Incentive

\$ (26,223)

\$ -

1202 Human Resources

56120 Car Allowance & Mileage

(2,006)

1202 Human Resources

55025 Part Time Salaries

100

26,223

1202 Human Resources

55040 FICA Taxes

1

2,006

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$23,550.00 within the 2020 General Fund and authorizing the Director of Finance and Purchasing to execute a twenty-seven month sole source contract with CB 1211 McGee, LLC, of Kansas City, MO, for the continued rental of fifty parking spaces at the former Kansas City School District building, at an actual cost to the County in the amount of \$48,750.00 for the 2019-2020 term.

RESOLUTION NO. 20382, March 2, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, pursuant to Resolution 17943, dated July 23, 2012, the County had previously entered into a month-to-month agreement with the Kansas City, Missouri School District (KCMSD) for 50 spaces of parking at the old school district headquarters building at 1211 McGee in Kansas City at a below market rate of \$42/space/month, to meet some of the County's supplemental parking needs; and,

WHEREAS, rental for parking at 1211 McGee was previously included in the County Executive's FY2020 budget in the amount of \$25,200; and,

WHEREAS, the 1211 McGee building and parking lot was subsequently sold by the KCMSD for redevelopment to CB 1211 McGee, LLC, of Kansas City, MO, an entity affiliated with Copaken-Brooks Realty; and,

WHEREAS, the previous County parking agreement with the KCMSD was honored by Copaken-Brooks until September 30, 2019; and,

WHEREAS, there is an extremely limited availability of alternative parking options within proximity of the Downtown Courthouse, thus making a sole source negotiated contract appropriate; and,

WHEREAS, a negotiated rate of \$65/space/month from October 1, 2019, until December 31, 2021, has been tentatively agreed to and is being presented to the Legislature for consideration; and,

WHEREAS, these fifty parking spaces will only be needed until the repairs to the Jackson County Downtown Courthouse are completed by the end of 2021; and,

WHEREAS, these parking spaces will allow current occupants of County Lot A to have parking proximate to the Courthouse, with all other parkers moved to the County-owned 14th Street garage; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2020 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Non-Departmental - County Improvement 001-5113	56790- Other Contractual Services	\$23,550	
DTCH Repairs & Improvements 001-1241	56121- Parking Expenses		\$23,550


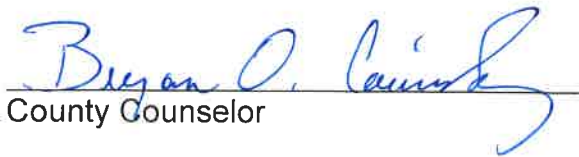
and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Parking License Agreement with CB 1211 McGee, LLC; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the agreement, to the extent that sufficient appropriations to the using 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. 20382 of March 2, 2020, was duly passed on _____, 2020 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: 001 5113 56790
ACCOUNT TITLE: General Fund
Non-Departmental - County Improvement
Other Contractual Services
NOT TO EXCEED: \$23,550.00

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 funding for future years is subject to annual appropriation for the obligation herein authorized.

ACCOUNT NUMBER: 001 1001 56121

ACCOUNT TITLE: General Fund
County Executive
Parking Expenses

NOT TO EXCEED: \$25,200.00

ACCOUNT NUMBER: 013 1241 56121

ACCOUNT TITLE: County Improvement Fund
DTCH Repairs and Improvements
Parking Expenses

NOT TO EXCEED: \$23,550.00

Funds for 2021 are subject to appropriation in the County's then current annual budget.

2/27/2020
Date


Chief Administrative Officer

PARKING LICENSE
Board of Education Garage

This Parking License (the "**Agreement**") is made as of the
1211 McGee, LLC ("**Licensor**") and Jackson County, Missouri ("**Licensee**").

by and between CB

RECITALS:

A. Licensor owns the multi-level parking garage that commonly known as the Board of Education Garage located at 1211 McGee Street in downtown Kansas City, Missouri (the "**Garage**").

B. Licensee desires Licensor to grant Licensee the non-exclusive right to use up to 50 non-reserved uncovered parking spaces during the "Permitted Parking Hours" (as defined in this Agreement) in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions.

"**Registered Parker**" shall mean an authorized direct employee of Jackson County, Missouri.

"**Permitted Parking Hours**" shall mean the following permitted parking hours: 6:00 AM to 5:30 PM Monday through Friday only, no weekend or evening use is permitted.

"**Permitted Parking Area**" shall mean parking spaces designated by Licensor on the uncovered roof level of the Garage, as the same may be relocated from time to time by Licensor. The initial Permitted Parking Area is shown on the parking plan attached hereto as Exhibit A.

2. License. Licensor will cause parking operator to register Licensee's employees. Licensor may deactivate any registration in the event of Licensee or any Registered Parker breaches or fails to comply with any of the terms and conditions of this Agreement or any rules and regulations applicable to the Garage. The Registered Parkers shall have the non-exclusive right to park the permitted vehicles only within the Permitted Parking Area in accordance with and subject to the terms and conditions contained in this Agreement. Licensee shall comply and shall cause all Registered Parkers to comply with all rules and regulations from time to time promulgated by Licensor with respect to the operation and use of the Garage. If any vehicle parked within the Garage under this Agreement is not removed from the Garage by the end of the Permitted Parking Hours of any particular day, access for the Registered Parker associated with such vehicle may be suspended and the vehicle will be subject to a Parking Fine for exceeding the "Permitted Parking Hours."

3. Term. The term of this Agreement shall commence on October 1, 2019 and shall expire on December 31, 2021. Notwithstanding anything contained in this Agreement to the contrary, Licensor shall have the absolute right to terminate this Agreement at any time for any or no reason by delivering written notice to Licensee. If Licensor shall so elect, this Agreement shall terminate effective as of the date that is 30 days after the date of Licensor's termination notice.

4. License Fee. Licensee shall, throughout the term of this Agreement, pay to Licensor a monthly fee (the "**License Fee**") in accordance with the provisions of this Section 4. The License Fee shall be payable on the first day of each calendar month in advance without demand, set-off or deduction in an amount equal to \$3,250.00. The License Fee for the calendar months in which the term of this Agreement commences, expires or is terminated shall not be prorated. Licensee shall pay the License Fee to the parking operator, SP Plus or their successors, through automated ACH payment pursuant to instructions provided by parking operator, or by such other payment process and/or payment address that Licensor shall designate to Licensee in writing.

5. Rules & Regulations. Licensee shall comply and shall cause all Registered Parkers to comply with all rules and regulations from time to time reasonably promulgated by Licensor with respect to the operation and use of the Garage. Licensee, within 10 days after demand from Licensor, shall deliver to Licensor a complete listing of the names, vehicle makes & models and license plate numbers of Registered Parkers, such list shall be periodically updated by Licensee within 10 days after demand by Licensor. The initial Parking Rules are shown on the Parking Lot Policy attached hereto as Exhibit B.

6. Default. If (a) the License Fee or any other charge payable hereunder shall be unpaid on the date payment is required by the terms hereof and such failure shall continue and not be remedied within 5 days after Licensor shall have delivered written notice of such failure to Licensee, (b) the aggregate of all Parking Fines assessed in any calendar month exceeds \$500.00, (c) Licensee or any Registered Parker fails to perform or comply with any of the other terms hereof and such failure shall continue and not be remedied within 10 days after Licensor shall have delivered Licensee written notice of such failure, or (d) Licensee or any Registered Parker shall breach or fail to perform any particular term or condition of this Agreement twice in any 12 month periods, then Licensee shall be in default under this Agreement and Licensor shall have the right, in addition to any other rights and remedies Licensor may have at law or in equity, to immediately terminate this Agreement by giving notice thereof to Licensee. If Licensor so elects to terminate this Agreement pursuant to this Section, this Agreement and Licensee's rights under this Agreement shall terminate as of the date of such notice.

7. Liability. Licensee and the Registered Parkers shall use the Garage at their own risk. Licensor and its agents, parking operator and employees shall not be liable for any injury, death, property damage, theft or disappearance occurring in, on or about the Garage or to Licensee, the Registered Parkers, or Licensee's or Registered Parkers' vehicles (or any vehicles parked in the Garage by Licensee or any Registered Parker) or anyone claiming by, through or under Licensee or the Registered Parkers. Licensor shall not be liable in any manner whatsoever to Licensee, the Registered Parkers or to any third party by reason of Licensor's act or failure to act in providing or maintaining security in the Garage. Licensee acknowledges that any security service provided in the Garage or is intended solely for the benefit of the Garage or and not for the benefit and protection of Licensee, the Registered Parkers or any third party or any of their respective personal property or vehicles.

8. Non-exclusive Right. Parking spaces in the Garage are over sold, based on expected use. Licensor shall have the right to limit or relocate Registered Parkers from time to time to accommodate area events.

9. Casualty Damage. If the Garage is damaged by a casualty which prevents all or some of the Registered Parkers from parking in the Garage, then the License Fee payable hereunder shall be equitably abated in accordance with the nature of such interference caused by such casualty until such interference shall cease. Further, if the Garage or is damaged by any casualty or other cause, Licensor shall have the absolute right to terminate this Agreement.

10. No Assignment. Licensee shall not assign this Agreement or its rights under this Agreement nor shall Licensee permit any person or party other than the Registered Parkers to park in the Garage.

11. Changes to Garage; Relocation. Licensor shall have the right to reduce, re-arrange and relocate the layout or location of the parking areas within the Garage from time to time, and shall have the right, by notice to Licensee, to relocate all or part of the Licensee's parking rights to other parking areas located within 3 blocks of the Garage. Upon such notice, the number of relocated Registered Parkers shall be automatically terminated with respect to the Garage and applicable to the other parking areas as described in Licensor's notice.

12. Miscellaneous. The term and provisions of this Agreement shall be governed by and construed under the laws of the State of Missouri. This Agreement represents the entire agreement of the parties hereto with respect to parking in the Garage and no change may be made hereto unless the same is made in writing and signed by the parties hereto. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

CB 1211 McGee, LLC

By: _____
Name: _____
Title: _____

“LICENSOR”

Jackson County Missouri

By: _____
Name: _____
Title: _____

“LICENSEE”

LICENSEE’S Billing Address:

EXHIBIT A
LOCATION OF PARKING AREA

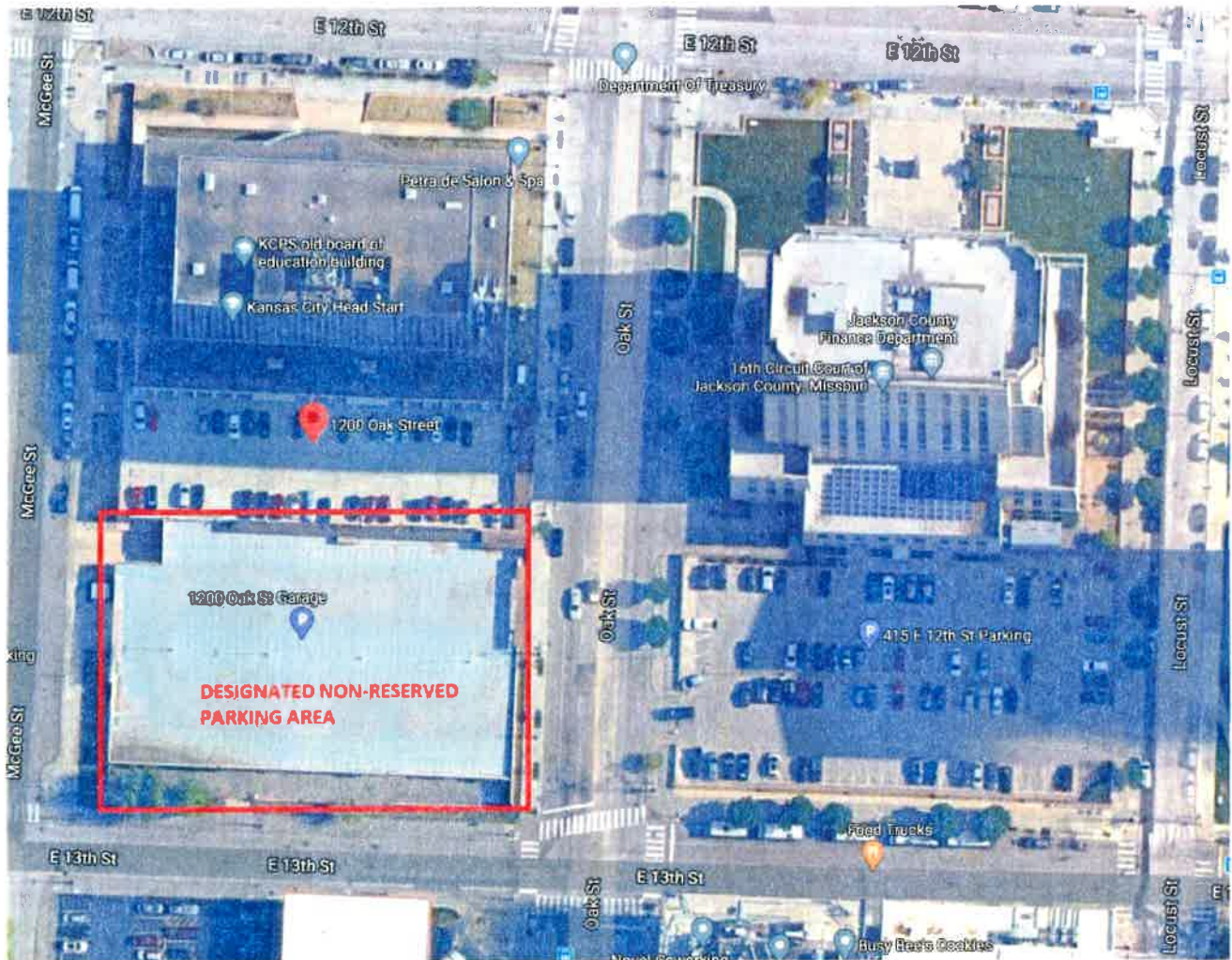


EXHIBIT B PARKING LOT POLICY



Surface Lot Parking and License Plate Recognition

Welcome to automated parking offered by parking.com on behalf of SP+ Parking. We are thrilled to have you as customer and wanted to provide you a few key notes about License Plate Recognition (LPR), how we use it, your role as a customer and how we work together for the optimal parking experience.

Monthly paid parking is a convenience option as opposed to paying daily. The intent is for one parker (or a company with several parkers) to register their vehicles (up to two plates per paid stall) so that they do not have to pay daily at the kiosk or through an app.

Here are the general requirements:

- All surface lot parkers must be registered in our systems with a current license plate
- Registered parkers must report changes to their license plates at a minimum of 1 business day before parking on the lot.
 - All changes should be reported to: kclots@spplus.com
 - Please allow us an opportunity to respond that your plate has been updated before parking.
- Monthly parking is not to be used to accommodate transient (short term) staff, visitor, guest parking or other similar situations. If you need a special accommodation, please email our team for other paid options.
- Individual accounts should be paid by the 5th of each month to avoid late payment tickets.
- A written cancellation request is required to stop billing
 - All cancellations should be reported to: kclots@spplus.com
- Your license plate is your "pass" for parking.
- Please see your parking contract for terms and conditions. If you need another copy, please email our team kclots@spplus.com

SP Plus Corporation, 2405 Grand Blvd, Suite 1020, Kansas City, MO 64108
816-365-5845 jbesares@spplus.com

REQUEST FOR LEGISLATIVE ACTION

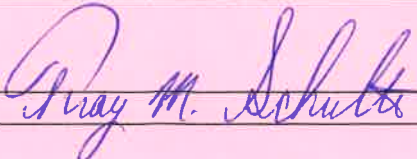
Version 6/10/19

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20382

Sponsor(s): Theresa Cass Galvin

Date: March 2, 2020

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing a 27 month sole source contract with CB 211 McGee, LLC and transferring \$23,550 withing the County Improvement Fund (013) for the continued rental of parking spaces at the old School District Building.</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>\$ 23,550</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$ 25,200</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$ 48,750</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$ 48,750</td></tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number:</td></tr> <tr> <td>From Account: 013-5113-56790 County Improvement Fund – Non-Departmental - Other Contractual Svcs.</td><td>From Amt: \$ 23,550</td></tr> <tr> <td>To Account: 013-1241-56121 County Improvement Fund - DTCH Repairs/Improvements - Parking Exp.</td><td>To Amt: \$ 23,550</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): \$25,200 Prior Year Actual Amount Spent (if applicable): \$18,000</p>	Amount authorized by this legislation this fiscal year:	\$ 23,550	Amount previously authorized this fiscal year:	\$ 25,200	Total amount authorized after this legislative action:	\$ 48,750	Amount budgeted for this item * (including transfers):	\$ 48,750	Source of funding (name of fund) and account code number:		From Account: 013-5113-56790 County Improvement Fund – Non-Departmental - Other Contractual Svcs.	From Amt: \$ 23,550	To Account: 013-1241-56121 County Improvement Fund - DTCH Repairs/Improvements - Parking Exp.	To Amt: \$ 23,550
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To Account: 013-1241-56121 County Improvement Fund - DTCH Repairs/Improvements - Parking Exp.	To Amt: \$ 23,550														
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): Res. 17943, 7/23/2012</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Ashley Burke, Executive Assistant, 881-3449</p>														
REQUEST SUMMARY	<p>The authorization of this contract, which runs through December 2021, will provide for the continued rental of 50 parking spaces with CB 211 McGee, LLC at the old School District Building, located at 1211 McGee Street, for a base cost of \$65/month per space.</p> <p>This contract is needed to provide alternative parking for current County associates who park in Lot A, just south of the Downtown Courthouse and who will be impacted with the loss of space due to construction staging at the Courthouse building. Once Courthouse repairs are complete in 2021, these rented spaces will be vacated by the County and will not be needed going forward.</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>														
COMPLIANCE	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</p>														
ATTACHMENTS															
REVIEW	<p>Department Director:  Date: 2/27/2020</p>														

Finance (Budget Approval): <i>If applicable</i>	Date: 2/27/2020
Division Manager: <i>Wayne M. Schutte</i>	Date: 2/27/2020
County Counselor's Office: <i>Bryan Connors</i>	Date: 2/27/2020

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Fiscal Note:

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

PC# _____

Date: February 26, 2020

RES # 20382

Department / Division	Character/Description	From	To
001 General Fund			
5113 Non-Departmental - Cnty Imprvmnt	56790 Other Contractual Services	\$ (23,550)	\$ -
1241 DTCH Repairs & Improvements	56121 Parking Expenses	-	23,550

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

Department / Division	Character/Description	Not to Exceed
001 General Fund		
1001 County Executive's Office	56121 Parking Expenses	\$ 25,200
013 County Improvement Fund		
1241 DTCH Repairs & Improvements	56121 Parking Expenses	23,550
		\$ 48,750


Budget Office

2/27/2020

Jackson County, Missouri
KCMO School District Parking Lot
Vendor SP+ Parking
2/7/2020

2012 - September 2019

KCMO School District Parking Lot (Res. 17943)	
Parking Spaces	50
Price per spot (Monthly)	42
Total Monthly Cost	<u>2,100</u>
Annualized	<u><u>\$ 25,200</u></u>

October 2019 - present

KCMO School District Parking Lot	
Parking Spaces	50
Price per spot (Monthly)	65
Total Monthly Cost	<u>3,250</u>
Annualized	<u><u>\$ 39,000</u></u>