

# Request for Legislative Action

Res. #20850  
Sponsor: Tony Miller  
Date: January 18, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20850
Sponsor(s):	Tony Miller	Legislature Meeting Date:	1/18/2022

Introduction
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding a Fourteen Month Term and Supply Contract, with Two Twelve Month Options to Extend for the furnishing of a Cloud Based SaaS (Software as a Service) Digital Payment Solution for the Collection Department to PayIt, LLC of Kansas City, Missouri under the terms and conditions of the National Association of State Procurement Officers (NASPO) Contract No. AR3761, a competitively bid government contract.

Request Summary
<p>The Collection department requires a Term and Supply Contract to continue processing On-Line Tax Payments.</p> <p>The County has a Term and Supply Contract with PayIt, LLC of Kansas City, Missouri (Resolution No. 19996 dated October 1, 2018) to continue with the current On-Line Payment Processing for Tax Payments.</p> <p>The PayIt Cloud Based SaaS On-Line Payment Solution was awarded under the competitively bid Contract No. AR3761 from the National Association of State Procurement Officers (NASPO) in September 2021. This Contract would be at no charge to the County and the taxpayers will continue to pay a Convenience Fee of \$2.00 per transaction plus \$1.25 Processing Fee for ACH or 2.75% Processing Fee for Credit/Debit cards per transaction.</p> <p>Persusant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing, the Director of Information Technology and the Director of Collection recommend the approval of the Term and Supply Contract for Cloud Based SaaS Payment Solutions from PayIt, LLC of Kansas City, Missouri, under the terms and conditions of the NASPO Contract No. AR3761.</p>

Contact Information			
<b>Department:</b>	Collections	<b>Submitted Date:</b>	12/23/2021
<b>Name:</b>	Karey A. Schulze	<b>Email:</b>	KSchulze@jacksongov.org
<b>Title:</b>	Office Administrator	<b>Phone:</b>	816-881-3038

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

## Request for Legislative Action

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

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Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19996	October 1, 2018

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

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

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

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### History

Karey A. Schulze at 12/23/2021 3:12:49 PM - [Submitted | ]  
Department Director: Whitney S. Miller at 12/27/2021 4:30:20 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 12/28/2021 8:40:44 AM - [ Approved | ]  
Compliance: Jaime Guillen at 12/30/2021 9:24:31 AM - [ Approved | 355 ]  
Finance (Budget): Mark Lang at 1/3/2022 9:39:32 AM - [ Approved | No fiscal note required for a term & supply contract. ]  
Executive: Sylvya Stevenson at 1/5/2022 3:12:26 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 1/13/2022 9:00:05 AM - [ Approved | ]



**PARTICIPATING ADDENDUM**



**CITIZEN ENGAGEMENT PLATFORMS**

Led by the **State of Utah**

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Master Agreement #: AR3761

Contractor: **PAYIT, LLC**

Participating Entity: **STATE OF [XXXXX]**

**Scope and Participation:**

*[Removable Instruction: Check one of the boxes below. If Participating Entity has no exclusions or limitations to the scope of the Master Agreement, check the first box.]*

1. Scope:

- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement, except the following:
  - *[Removable Example: Product modifications.]*
  - *[Removable Example: Installation services.]*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

*[Removable Instruction: Participating States should ensure that Section 2 properly defines the scope of participation, including any excluded entities.]*

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Utah and Contractor for Citizen Engagement Platforms. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

*[Removable Instruction: Check one of the boxes below. If Participating Entity wishes to co-term the Participating Addendum with the Master Agreement, check the first box.]*

3. Term:

- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

**PARTICIPATING ADDENDUM**

**CITIZEN ENGAGEMENT PLATFORMS**

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4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	
Address:	
Telephone:	
Fax:	
Email:	

**PARTICIPATING ENTITY:**

Name:	
Address:	
Telephone:	
Fax:	
Email:	

**Participating Entity Modifications and Additions to the Master Agreement**

*[Removable Instruction: Check one of the boxes below. If Participating Entity has no changes or additions to the terms and conditions of the Master Agreement, check the first box.]*

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

*[Removable Instruction: Insert text here to describe any changes or additions to the terms and conditions of the Master Agreement. Indicate which section numbers of the Master Agreement are being modified.]*

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: *[Removable Instruction: If applicable, specify if lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating Entity, and include any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved".]*

**PARTICIPATING ADDENDUM**



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- 6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity’s state, as shown on Contractor’s NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor’s contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
  
- 7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**PARTICIPATING ENTITY**

**CONTRACTOR**

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

*[Removable Instruction: Additional signatures may be added if required by the Participating Entity.]*

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [ccc@naspovlauepoint.org](mailto:ccc@naspovlauepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspoaluepoint.org](mailto:pa@naspoaluepoint.org).