## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Understanding with the Sixteenth Judicial Circuit Court for the furnishing of communications software at a cost to the County not to exceed \$2,075.00.

**RESOLUTION NO. 19423, March 20, 2017** 

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, in 2015, the Sixteenth Judicial Circuit Court (the Court) entered into an agreement with Everbridge, Inc., to provide an interactive communications service software called Nixle; and,

WHEREAS, the County desires to utilize this software to provide automated notifications to associates regarding inclement weather and other messages as needed, at a cost to the County for 2017 not to exceed \$2,075.00; and,

WHEREAS, the attached Memorandum of Understanding between the County and the Court sets out the rights and responsibilities of each party related to this software purchase, which may be renewed annually at the agreement of both parties; and,

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

BE IT RESOLVED by the Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Memorandum of Understanding with the Sixteenth Judicial Circuit Court, at a cost to the County not to exceed \$2,075.00; 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, subject to appropriation 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 Counsel  Certificate of Passage	County Counselor  County Counselor
I hereby certify that the attawas duly passed onCounty Legislature. The vote	ached resolution, Resolution No. 19423 of March 20, 2017 March 27, 2017 by the Jackson s thereon were as follows:
Yeas	Nays
Abstaining	Absent
3/27/17 Date	Mary Jo Spino, Clerk of Legislature
expenditure is chargeable and	unencumbered to the credit of the appropriation to which the d there is a cash balance otherwise unencumbered in the und from which payment is to be made each sufficient to in authorized.
ACCOUNT NUMBER: ACCOUNT TITLE: NOT TO EXCEED:	001 5101 56661 General Fund Non-Departmental Software Purchases \$2,075.00

Funding for future years is subject to annual appropriation in the County's then current budget.

Chief Financial Officer

March (52017

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Sixteenth Judicial Circuit Court of Missouri (the "Court") and Jackson County (the "County"), effective on the date executed by the parties below. The Court and the County hereby agree to the following:

- 1. In November 2015, the Court entered into a Core Platform Service Agreement (the "Agreement") with Everbridge, Inc. to provide the Court access to its proprietary interactive communication service, commonly known as Nixle. The Agreement provides that the Agreement can be renewed on an annual basis in November of each year. The Court renewed the Agreement in November, 2016 for a one year term.
- The County has indicated that it would like to utilize Nixle services that the Court has pursuant to the Agreement.
- 3. The Court and the County agree that the County will have access to utilize Nixle pursuant to its own specific configuration.
- 4. The County will make any payment required to add Jackson County to the service for the remainder of 2017 up until time of renewal date in November 2017.
- 5. At the time of renewal of the Agreement in November 2017, and each year thereafter when the Agreement is renewed, the Court will pay Everbridge the \$3,500.00 renewal fee under the Agreement and the County will reimburse the Court for one-half of that amount (\$1,750.00). Court IT will complete an interdepartmental billing and provide it to the Director, Jackson County Human Resources, for reimbursement of the \$1,750.00. In the event the amount paid by the Court to Everbridge pursuant to the Agreement increases in the future, the County shall reimburse the Court for one-half of the increased amount paid.

FILED

MAY 2 4 2017

MARY JO SPINO
COUNTY CLERK

In witness thereof, the parties hereto execute this Memorandum of Understanding.

Court Administrator

Sixteenth Judicial Circuit Court of Missouri

415 East 12<sup>th</sup> Street

Kansas City, Missouri 64106

County Executive Jackson County 415 East 12th Street, Second Floor Kansas City, Missouri 64106

Approved as to legal form and content on behalf of the Court:

Scott Brinkman, Legal Counsel

4/10/2017

Approved As To Form:

ATTEST:

County Counselor

Mary Jo Spino

Clerk of the County Legislature

# REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$2,075.00 which is hereby authorized.

Chief Financial Officer Account No.001-5101-56661

PC 51012017011



## **QUOTATION**

Quote Number: 00029071 Confidential

Prepared

Dennis Dumovich

Circuit Court of Jackson County, MO

415 E 12th St Ste 200 Kansas City, MO 64106 (816) 881-3140 (816) 881-3474

ddumovich@jacksongov.org

Quotation Date: March 8, 2017

Quote Expiration Date:

April 7, 2017

Rep: Caroline MacIntosh

7813739851

caroline.macintosh@everbridgemail.com

#### **Contract Summary Information**

**Contract Period: 9 Months** Contract Start Date: April 1, 2017 Contract End Date: November 18, 2017

Nixle Contacts up to: 1,500 Population Size up to:

ANNUAL SUBSCRIPTION				
<u>Service</u>	Fee Type	Qty	Unit Price	Total Price
Annual Subscription Prorated Deduction Amount	One-Time	1	(\$208.33)	(\$208.33)

PREMIUM FEATURES / USAGE				
<u>Service</u>	Fee Type	Qty	Unit Price	Total Price
Nixle Additional Engage System(s)	Recurring	1	\$500.00	\$500.00

www.everbridge.com



Attn:



### **QUOTATION**

Quote Number: 00029071 Confidential 2 of 2

Pricing Summary:

Year One Fees\*: \$291.67

One-time Implementation and Set Up Fees: \$33.33

Total Year One Fees: \$325.00

1. Additional rates apply for all international calls.

 This Quote and the Service(s) provided are subject to the Everbridge, Inc. –Nixle Solutions service agreement entered into by and between Everbridge and the client identified above (the "Service Agreement").

Subject to sales taxes where applicable.

 Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Service Agreement.

(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:
Additional Nixle Instance for Internal Communication Only - 1500 Contacts.

Authorized by Everbridge:

To accept this quote, sign, date and return:

Signature

Date

Authorized Signature

Date

Print Name

Title

Print Name

Title

Client Address for Legal Notice (if different from Billing Address):