



REVISED

CITY OF MISSION, KANSAS
FINANCE & ADMINISTRATION COMMITTEE

WEDNESDAY, MARCH 2, 2022 at 7:30 p.m.
(or immediately following 6:30 p.m. Community Development Committee)

POWELL COMMUNITY CENTER
6200 MARTWAY

Meeting In Person and Virtually via Zoom

This meeting will be held in person at the time and date shown above. In consideration of the COVID-19 social distancing recommendations, this meeting will also be available virtually via Zoom (<https://zoom.us/join>). Information will be posted, prior to the meeting, on how to join at <https://www.missionks.org/calendar.aspx>. Please contact the Administrative Offices, 913.676.8350, with any questions or concerns.

PUBLIC HEARINGS / PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

ACTION ITEMS

1. Acceptance of the February 2, 2022 Finance & Administration Committee Minutes - Audrey McClanahan ([page 3](#))

Draft minutes of the February 2, 2022 Finance and Administration Committee meeting are included for review and acceptance.

2. Upgrades to Access Control and Camera Systems – Dan Madden ([page 10](#))

The City's access control system for the Public Works facility and City Hall/Police Department is failing and parts are no longer available due to the age of the system. This proposal will bring the security camera and access control system onto one platform, as well as add electronic access control to the SPJCC and the gate at the Public Works facility. This will also relocate the access control server and controllers to the server room.

3. **Mental Health Co-Responder Memorandum of Understanding – Dan Madden ([page 14](#))**

Due to the addition of the second Co-Responder, the Memorandum of Understanding between Johnson County Mental Health and the seven cities who share the services requires updating.

4. Laptop Replacement - Brian Scott ([page 27](#))

The City has a replacement program in place whereby desktop computers are replaced every five years and laptops are replaced every three years. Seventeen (17) laptops are scheduled for replacement in 2022, including the laptop itself, docking station and two 22” monitors for each unit. Dell Direct was the low bid at \$22,967.

5. Police Department Firewall Replacement – Brian Scott ([page 35](#))

The City maintains a firewall on its computer network to further isolate and protect network traffic associated with the Police Department. The firewall was scheduled to be replaced in 2023. However, because the current maintenance agreement will expire this summer DTI staff has suggested that this would be the ideal time to replace the firewall in order to be consistent with other network security equipment that they support for other police departments. The cost for replacement of the firewall is \$25,710.48

DISCUSSION ITEMS

OTHER

6. Department Updates – Laura Smith

Debbie Kring, Chairperson
Kristin Inman, Vice-Chairperson
Mission City Hall, 6090 Woodson St
913.676.8350

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	March 2, 2022
Administration	From:	Audrey McClanahan

Action items require a vote to recommend the item to full City Council for further action.

RE: February 2, 2022 Finance & Administration Committee Minutes.

RECOMMENDATION: Review and accept the February 2, 2022 minutes of the Finance & Administration Committee.

DETAILS: Minutes of the February 2, 2022 Finance & Administration Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

Draft minutes are linked to the City Council agenda packet so that the public may review the discussion from the committee meeting in advance of the Council action on any particular item.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	NA
Line Item Code/Description:	NA
Available Budget:	NA



MINUTES OF THE MISSION FINANCE & ADMINISTRATION COMMITTEE

January 12, 2022

The Mission Finance and Administration Committee met at the Powell Community Center and virtually via ZOOM on Wednesday, February 2, 2022. The following Committee members were present: Ken Davis, Trent Boultinghouse, Kristin Inman, Hillary Thomas, Debbie Kring, Lea Loudon, Mary Ryherd and Ben Chocie. Mayor Flora was also present. Councilmember Kring called the meeting to order at 7:13 p.m.

The following staff were present: City Administrator Laura Smith, Deputy City Administrator Brian Scott, City Clerk Audrey McClanahan, Assistant City Administrator Emily Randel, Public Works Director Celia Duran, Public Works Superintendent Brent Morton, Parks & Recreation Director Penn Almoney and Chief Dan Madden.

Public Comments

Councilmember Kring reminded the public they could participate via the chat feature on Zoom. All comments would be visible to the group.

There were no public comments.

Public Presentations

There were no Public Presentations.

Acceptance of the January 12, 2022 Finance and Administration Committee Minutes

Minutes of the January 12, 2022 Finance and Administration Committee Meetings were provided to the Committee. There being no objections or corrections, the minutes were accepted as presented.

Predevelopment Agreement - BK Properties, LLC, 5665 Foxridge Drive

Mr. Scott explained that the property in discussion was at 5665 Foxridge Drive and is an approximate five-acre parcel bounded by Foxridge Drive on the west, W. 56th Street on the north, and Broadmoor Street on the east. There is a 39,825 square foot, one-story building on the property that was built in 1970. Block Real Estate Services, LLC plans to submit an application for tax increment financing (TIF). The City has historically required a predevelopment agreement to developer Block as the developer of record for a specified period of time and to secure funding from the developer to cover the cost of the City's third party consulting services.

Representatives from Block Real Estate Services, including Ken Block and Curtis Holland, participated virtually. Aaron Mesmer, Senior Vice President/Development & Acquisitions,

presented on the project. He explained that their company is a full-service commercial real estate brokerage and development company managing over forty-three million square feet of retail, office, industrial, and multifamily properties for equity partnerships and third party owners. Block has owned and managed many sites in the Kansas City metro area including two in Mission which are the Broadmoor Place and Mission Corporate Center. They are familiar with the area and they have had preliminary meetings with staff about streetscape in an effort to ensure the community is a walkable environment that is pedestrian friendly. Their building plans consist of a five-story, 300 unit multi-family project. The project would include mostly one- and two-bedrooms units, an outdoor pool and courtyard, fitness facility, leasing office, and other amenities. The property would have high end finishes including forty-two inch cabinets, beverage centers and full height backsplash. They have made sure to make it a complete property design with available walking paths and the ability for residents to walk out of their unit and come out onto the streetscape.

Mr. Scott reviewed the provisions of the predevelopment Agreement which include:

- Designation of BK Properties, LLC as the “Developer of Record” for the Project Area until the earliest of the following dates: (a) one-year from the date of the predevelopment agreement; (b) the date the Developer acquires title to the project area; or (c) the date the agreement by which the Developer is to acquire title is terminated. During this time, the City may not enter into a final development agreement with another party for the same site.
- Development is contingent on satisfactory negotiation of a final development agreement, completion of the planning and zoning entitlement process, agreement on any public improvements and development design.
- Nothing in Predevelopment Agreement obligates the City to approve the final development, or any public incentives.
- The Developer will establish a \$10,000 fund to reimburse for any City expenses incurred during discussion and review of a final development agreement.

Mr. Scott went on to explain that consideration of the predevelopment agreement is the first step in consideration of the developer’s request for incentives. Adoption of the predevelopment agreement does not obligate the City Council to any public incentives. The specific terms of a final development agreement will be considered once City staff and the City’s consulting team have evaluated the request and formulated a recommendation to the City Council. Staff recommends that the City Council approve the predevelopment agreement between the City of Mission and BK Properties, LLC. for consideration of a proposed multi-family redevelopment project at 5665 Foxridge.

Councilmember Kring asked if a zoning change would be needed. Mr. Scott explained that the area is currently zoned as form-based code with underlying industrial zoning. As the process continues, there will need to be a request for zoning change to R-6 which is residential/multi-family properties.

Councilmember Davis asked if the developer was considering affordable housing as part of the project. Mr. Mesmer replied that it hasn't been considered with this project as affordable housing is somewhat of a unique property type.

Councilmember Thomas asked if they have considered any sustainability elements as part of the project. Mr. Mesmer replied that they look to incorporate sustainable appliances as well as provide access to bicycles. Councilmember Thomas commented that as the incentives are explored, that she would expect to have more conversation around streets access, especially at 56th and Metcalf to make driving as safe as possible.

Councilmember Boultinghouse asked if there have been any discussions related to LEED designation for construction. Mr. Mesmer replied that they add in many elements that are part of the LEED program but they do not pay to be certified as LEED.

Ms. Smith thanked Mr. Mesmer for his presentation and emphasized that sustainability and affordable housing are important elements for this Council and encouraged them to more fully develop options to be incorporated into their project as discussion move forward.

Councilmember Davis recommended the predevelopment agreement with BK Properties, LLC. for consideration of a multi-family development at 5665 Foxridge Drive be forwarded to Council for approval. All on the Committee agreed; this will be on the regular agenda.

Predevelopment Agreement – Aryeh Realty, LLC, the Gateway Project

Ms. Smith explained that when a predevelopment agreement is discussed, with a developer on a specific project, that it does not obligate the City to any specific terms at the end of the project. Instead, it provides the opportunity and protection for the City to be reimbursed for accumulated expenses from costs associated with reviews by our land use attorney, financial advisors and bond counsel. The Mission Gateway Development Agreement expired on December 31, 2021. The Gateway Developers have submitted a revised preliminary development plan and a request related to incentives and are seeking to re-engage in negotiation of a new development agreement in connection with the project. As such, Ms. Smith explained that consideration of a new predevelopment agreement was appropriate.

Ms. Smith reviewed the proposed terms of the predevelopment agreement, which includes the following considerations:

- Limits the obligation of the parties to proceed beyond the Predevelopment Agreement if a final Development Agreement has not been entered into within 6 months.
- Development is contingent on satisfactory negotiation of a final development agreement, completion of the planning and zoning entitlement process, agreement on any public improvements and development design.
- Nothing in Predevelopment Agreement obligates the City to approve the final development, or any public incentives.

- The Developer will establish a \$10,000 fund to reimburse for any City expenses incurred during discussion and review of a final development agreement.
- Allows the City, in its sole discretion to suspend negotiations, drafting of documents or other activities in the event the Developer fails to timely pay taxes, if the property is subject to uncured municipal code violations or a judicial foreclosure action is pending regarding any mortgage or other encumbrance against the property.

The specific terms of a final development agreement will be considered once City staff and the City's consulting team have evaluated the request and formulated a recommendation to the City Council.

Councilmember Davis recommended the predevelopment agreement with Aryeh Realty, LLC. for consideration of a mixed-use redevelopment project known as the Mission Gateway be forwarded to Council for approval. All on the Committee agreed; this will be on the regular agenda.

Mission Bowl Request for Extension for Commencement of Construction

Ms. Smith reported that since the City Council granted original project approvals for the Mission Bowl Project, that Sunflower Development Group has continued to work diligently to finalize plans, budgets, and financing as well as complete demolition.

Banks Floodman, Director of Business Development with Sunflower Development Group, was present and explained that over the last year, they have had unanticipated volatility in development costs. The projected project budget in March 2021 was approximately \$25.2 million. As bids were sought from both the general contractor and subcontractors, prices began to escalate driven by supply chain and work force issues prevalent throughout the pandemic. As of January 2022, the overall project budget has increased by approximately \$5.0 million. As a result, the Developer's team pursued value engineering options seeking solutions which would allow the project to be delivered as approved. This has included moving amenities to different locations in the project and the addition of eight (8) additional apartment units. Also, another issue in timeline, was complexities involved with the Johnson County Wastewater (JCW) lift station and easement accesses which resulted in a three month extension.

Even though costs continued to escalate, the Developer never approached staff with a request to reduce the scope of the project or increase the level of incentives. Recognizing that there were a number of Council goals and objectives inherent in the approval of the incentives, including timely construction and completion of the project, they assumed the risk associated with slowing the development schedule slightly in order to maintain the goals related to affordable housing and sustainability.

Under the amended Redevelopment Agreement, vertical construction was to have begun by December 1, 2021. Failure to meet this milestone, in the development schedule, is technically an event of default. However, the Developers have requested a second extension that will extend

only the commencement date of the project construction to May 1, 2022. This will leave the project completion date the same.

Councilmember Boultinghouse thanked Mr. Floodman for the information and asked how much of the material, during the demolition, was able to be reused. Mr. Floodman explained they were able to salvage every bowling lane but two which will be turned into other elements within the project.

Councilmember Chocie asked what the modified building looked like in relation to glazing and exposure, on the back, to the bordering neighborhood. Mr. Floodman explained that a drawing can be produced and sent to the Council.

Mayor Flora asked if they could confirm if Sunflower Development Group has the current pricing finalized. Mr. Floodman replied they feel more confident with pricing based on the current design. Councilmember Inman also asked if they were able to recover some of the five million dollar cost increase by moving the pool and eliminating the steel construction. Mr. Floodman replied that the cost would have actually been closer to six to seven million.

Councilmember Kring asked if the increase in pricing would affect the apartment cost rate. Mr. Floodman replied that the numbers and affordability element would all stay the same.

Councilmember Flora asked if all the financing has been secured. Mr. Floodman replied that the lender has been fantastic and they just need to finish an updated appraisal but they are confident they will continue with their services.

Councilmember Davis recommended an extension of time for commencement of construction and corresponding adjustment of the development schedule for construction of the Mission Bowl Apartments be forwarded to Council for approval. All on the Committee agreed; this will be on the regular agenda.

Discussion Items

There were no Discussion Items.

OTHER

Department Updates

Ms. Smith reminded everyone that there would be a Council retreat on Saturday, February 5, 2022. In consideration of COVID, it will be a shortened retreat, from 8:30am to 12:30pm.

Councilmember Kring thanked staff, in all departments, for the work they do to support the community and Council.

Meeting Close

There being no further business to come before the Committee, the meeting of the Finance and Administration Committee adjourned at 7:55 p.m.

Respectfully submitted,

Audrey M. McClanahan
City Clerk

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	March 2, 2022
Police Department	From:	Dan Madden

Action items require a vote to recommend the item to full City Council for further action.

RE: Upgrades to Access Control and Security Camera Systems

RECOMMENDATION: Authorize city staff to contract with Electronic Technology, Inc. to upgrade the access control systems and software, as well as upgrade the server and software for the security camera system for an amount not to exceed \$63,481.00

DETAILS: Currently there are electronic access (key card) control systems installed at the Public Works, Police Department, and City Hall facilities. The current access control system was installed approximately seventeen years ago. As time has passed there have been multiple failures that have required repairs. These repairs have been more and more difficult to make due to the system being obsolete for years. Some of the existing equipment can still be used, such as the card readers and magnetic locks, which will provide significant cost savings.

This project will also include adding electronic access control to the Community Center entry doors and the gate at the Public Works facility. Staff feels having standardized access control throughout all city facilities is important for safety and accountability. This price also includes moving the existing cabling for the access control system from a storage room in the Police Department to the server room. This will allow all IT infrastructure to be housed in the same climate-controlled environment conducive to electronics.

The original vendor for the security camera system was taken over by another company shortly after it was installed in 2018. Since then, we have received poor support from that company. The security camera system upgrade includes server replacement, as well as an upgraded user interface. The server isn't an added cost because it is also required for the access control system. The user interface, Genetec, allows the access control and security camera systems to integrate, as well as offering mobile devices the ability to view cameras and remotely make changes to the access control system if needed after hours.

Another advantage is that most regional municipalities with robust security camera systems operate on this platform. With approval of those agencies, Mission would have the ability to view traffic cameras from those locations that impact our city. Some examples include Overland Park's traffic camera at 61st and Metcalf, and the Operation Green Light cameras along Shawnee Mission Parkway. This would be beneficial to the Police Department when investigating crashes that occur nearby, as well as allow Public Works staff to remotely check road conditions during inclement weather events.

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	March 2, 2022
Police Department	From:	Dan Madden

Action items require a vote to recommend the item to full City Council for further action.

This upgrade also allows for adding 25-30 additional cameras in the future if necessary. There are currently 67 cameras on the system.

Staff met with three companies that offer similar services to discuss their products and solutions and requested bids from all three companies. One company (current vendor) did not provide a bid after multiple attempts were afforded to them. The companies that did provide bids were Electronic Contracting and Electronic Technology, Inc. Electronic Technology, Inc's bid was significantly less expensive and is the vendor used by most cities in the region. Electronic Technology, Inc's bid also includes licensing for five years.

The vendor has advised staff that they anticipate an extended lead time for some equipment, which makes time of the essence due to the volatility of the current access control system.

This project was originally budgeted for \$45,000, based on the ability to use an existing server to support the systems. However, as quotes were refreshed for the bid process, it was determined a new server would be required. This accounts for most of the overage. There are sufficient savings in the Computer Information Specialists position to cover the increase in costs. Staff does not feel deferring the project any longer is an option due to the age and unreliability of the current systems.

CFAA CONSIDERATIONS/IMPACTS: The safety and security of staff, residents, and visitors at City owned facilities, and potentially on our streets is important to all. This project integrates two key components of safety and security measures at our facilities, while also giving us the opportunity to expand and partner with other agencies who share the same goals of public safety.

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	



Electronic Technology, Inc.

5700 Merriam Drive
Merriam, KS 66203
Phone 913-962-8083
Fax 913-631-1055
www.etikc.com

2/1/2022

City of Mission
Attn: Robert Meyers
6090 Woodson St.
Mission, KS 66202

Sargent Meyers,

Your current camera system and door access will be replaced with the Genetec Security Center. This will allow you to use one platform to control both systems. The door access control will consist of putting up a new enclosure at City Hall/Police Station. We will be replacing the boards that control the doors currently. The door controllers will be moved upstairs to the server room. Each door will be re-cabled to the new door controllers location. You will still use the same key cards and card readers. The current user list will be imported into the new Synergis software. The door hardware will remain the same at City Hall/Police Station. The door hardware at Sylvester Powell will need to be updated. The door hardware and door access control equipment will not need to be replaced at the Public Works facility. The planned new gate at Public Works will also be brought into the Synergis system.

The cameras will be brought into the new system. We will also do any adjustments to views on camera you have identified. A new 64TB server will be installed for recording the cameras. The Genetec VMS is upgraded to allow for federation to OGL or any other Genetec systems. Genetec has special pricing for taking over a system. The current 67 fall under that pricing, no charge for licensing. The extra 8 do not fall under that pricing. They all (75) require Genetec Advantage SMA, 5 years.

We are currently experiencing long lead time for equipment, up to 21 weeks.

With a PO, we may be able to improve delivery

Tax is not included.

Terms: Net 30

Thank you,

Scott Shorter

<u>QTY</u>		<u>Description</u>	<u>Price</u>	<u>Total</u>
1		Gentec Security Center	\$ -	\$ -
67		Camera connection	\$ -	\$ -
67		Advantage SMA 5yr	\$ 143.00	\$ 9,581.00
8		Camera connection	\$ 200.00	\$ 1,600.00
8		Advantage SMA 5yr	\$ 144.00	\$ 1,152.00
1		Federation License	\$ 800.00	\$ 800.00
1		Synergis	\$ 800.00	\$ 800.00
3		Cloud Link	\$ 1,065.00	\$ 3,195.00
21		Mercury MR52	\$ 592.00	\$ 12,432.00
1		LP1502	\$ 1,267.00	\$ 1,267.00
1		Synergis 5yr SMA	\$ 560.00	\$ 560.00
1		Eflow102 n	\$ 265.00	\$ 265.00
2		Eflow6N	\$ 250.00	\$ 500.00
1		Trove3 enclosure	\$ 500.00	\$ 500.00
1		Trove1M1	\$ 175.00	\$ 175.00
3		Door Hardware	\$ 2,450.00	\$ 7,350.00
3		Card Reader	\$ 175.00	\$ 525.00
21		Cable drop	\$ 215.00	\$ 4,515.00
26	hours	Install and Config	\$ 110.00	\$ 2,860.00
48	hours	Install Hardware	\$ 90.00	\$ 4,320.00
3		Batt back up	\$ 12.00	\$ 36.00
1		64TB Server	\$ 11,048.00	\$ 11,048.00
			total	\$ 63,481.00

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	March 2, 2022
Administration	From:	Dan Madden

Action items require a vote to recommend the item to the full City Council for further action.

RE: Mental Health Co-Responder Memorandum of Understanding

RECOMMENDATION: Authorize an updated Memorandum of Understanding (MOU) between Johnson County Mental Health and seven cities for Mental Health Co-Responder services.

DETAILS: The Memorandum of Understanding between the Cities of Westwood, Westwood Hills, Mission Woods, Roeland Park, Fairway, Merriam, Mission and Johnson County Mental Health was last revised several years ago. With the addition of a second co-responder in 2021, revisions to the MOU are necessary.

The additional co-responder was a late addition to the budget process in 2021. Because of this the only cities who had adequate time to budget for the second co-responder were Merriam and Mission. In addition, Merriam has since received a grant that will fund the majority of the second co-responder for 2022. Due to these circumstances, the revisions were intentionally written broadly to allow for flexibility in the event additional grant funds are received in the future, as well as if other cities cannot fund the second co-responder moving forward.

The Memorandum of Understanding has been reviewed by the City Attorney and is ready for Council consideration.

Mission had budgeted \$80,000 from the Special Alcohol Fund to cover the costs associated with the Mental Health Co-Responder Program. Statistical data related to the program for 2021 has been included in the packet.

CFAA CONSIDERATIONS/IMPACTS: Mental Health Co-Responders provide valuable services to Mission residents. Having access to a mental health professional in real time for persons in crisis is an important benefit for both our officers and the individuals we serve. In addition, the Co-Responders provide connection to a variety of other social services for those who are in need. These services greatly impact residents of all ages and abilities in our community.

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	

**JOHNSON COUNTY MENTAL HEALTH CO-RESPONDER
COOPERATIVE MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is a collaboration amongst the Kansas cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods (collectively, the “Cities”) and Johnson County Mental Health Center (“JCMHC”) to address potential mental health and co-occurring substance use disorder issues in our jurisdictions by sharing resources and expenses to fund a shared co-responder position dedicated to the Cities (herein referred to as the “Project”).

This MOU supersedes all previous memorandums of understanding relating to collaborative efforts between the Cities and JCMHC to share a co-responder and amendments thereto.

I. Purpose

- a. The purpose of the Project is to find ways that the mental health and criminal justice systems of Johnson County, specifically within the Cities, can work in partnership to improve service response to individuals who suffer from mental health issues and have co-occurring substance use disorders, or who are in danger of becoming alcoholics or drug abusers.
- b. The purpose of this MOU is to:
 - i. delineate the responsibilities of the parties to the Project;
 - ii. maximize interagency cooperation; and
 - iii. formalize the relationships between the parties and their employees regarding Project operations, policies, planning and training.

II. Parties.

The participating entities in the Project and this MOU are:

- a. the Johnson County Mental Health Center/JCMHC;
- b. the City of Merriam, through the Merriam Police Department;
- c. the City of Mission, through the Mission Police Department;
- d. the City of Roeland Park, through the Roeland Park Police Department;
- e. the City of Fairway, through the Fairway Police Department; and
- f. the City of Westwood, through the Westwood Police Department.
- g. the City of Westwood Hills, through the Westwood Hills Police Department;
- h. the City of Mission Woods, through the Mission Woods Police Department;

JCMHC and the cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods are collectively referred to herein as the “Parties”, or individually, as a “Party”.

III. Organizational Structure, Control and Responsibilities.

a. Organizational Structure.

- i. The oversight of the Project will be cooperatively provided by the Parties.
- ii. Each Party will designate one individual to be that Party’s point of contact. These points of contact will make up the Project Leadership Team.
- iii. The Parties will facilitate regular meetings of the Project Leadership Team and any other appropriate individuals to address the progress of the Project, as well as other justice and mental health related projects or issues.

b. Roles and Responsibilities of the Parties.

- i. JCMHC will hire, employ, and supervise one Qualified Mental Health Professional (the “co-responder”) as part of the Project. Further, the parties acknowledge and agree that additional Co-Responders may be added under this MOU.
- ii. JCMHC expressly represents and warrants to each City that the co-responder is not and shall not be construed to be an employee of any City and that the status of JCMHC is that of independent contractor for the Cities for which JCMHC is solely responsible for co-responder’s actions and inactions. JCMHC also agrees that neither it, nor the co-responder may enter into contracts or agreements on behalf of any City or to otherwise create obligations of any City to third parties.
- iii. The Cities will participate in the interview and hiring process with JCMHC, though JCMHC will retain the ultimate decision-making authority regarding the hiring and employment of the co-responder.
- iv. JCMHC shall provide the co-responder with a vehicle and cell phone for the co-responder’s use in his/her Project duties.
- v. The co-responder will work in cooperation with the Cities to assist the Cities with individuals who suffer from mental health issues and co-occurring substance use disorders and who are contacted by law enforcement.
- vi. The co-responder will report to JCMHC for administrative matters (e.g., leave, pay, benefits) and for other matters unrelated to the case-specific work assignments of the Project. The co-responder will coordinate with the City with regard to respective case-specific work assignments.
- vii. It shall be the joint responsibility of JCMHC and the co-responder to regularly and in a timely manner inform the Cities of scheduled vacation, training, annual leave, or sick leave. The co-responder will observe holidays as set by Johnson County, Kansas government. When the co-responder is on leave for any reason, back-up coverage will not be provided.
- viii. The co-responder shall be subject to the personnel policies and procedures of JCMHC. To

the extent they are not in conflict with JCMHC policies, each City's personnel policies shall also apply to the co-responder when he/she is working in or coordinating with that particular City. It shall be the responsibility of each individual City to inform or train the co-responder on the personnel policies applicable to him/her. Performance appraisals will be handled by JCMHC, except that the Cities will be given the opportunity to provide written comments for discretionary use by JCMHC in the appraisal process.

- ix. The City of Merriam shall serve as host site for the Project and will provide an office designated for the use of the co-responder. In addition to the office at the Merriam Police Department the co-responder shall be provided a designated workspace or office, as available, in the other Cities.
- x. The City of Merriam will provide the co-responder with a portable police radio. JCMHC will provide him/her a laptop computer and any other equipment necessary to fulfill Project duties.
- xi. The co-responder position will be a salaried exempt position which will work full-time (40 hours per week), allocating work time between the Cities as calls for service and workload requires.
- xii. The Cities shall reimburse JCMHC for the co-responder personnel costs incurred by JCMHC including, but not limited to, salary, retirement, expenses, disability, and all other employment-related benefits incident to the co-responder's employment with JCMHC within the limits of the Project Budget Addendum, attached hereto and incorporated herein by reference (the "Addendum"). JCMHC will invoice each City its pro rata share on a quarterly basis in accordance with the Addendum.
- xiii. As law enforcement officers respond to the scene of a call and it is determined that assistance of the co-responder will aide in the disposition of the call, the responding officer will work jointly with the co-responder, either directly or through dispatch.
- xiv. The co-responder's time will be shared among and between the Cities. It is the intent of the Parties that the shared time will be reasonably equal to the percentages shown on the attached Addendum. The Parties shall meet regularly to determine the appropriate scheduling. However, the Cities shall work cooperatively in this regard and if a City to which the co-responder is not assigned at the particular time has a situation which would benefit from co-responder assistance, that City shall contact the co-responder and request assistance as available.
- xv. Co-responder training shall be provided by JCMHC including, but not limited to, issues related to confidentiality. Additional training, as appropriate, may be provided as needed by the Cities.
- xvi. The Cities will provide training to the co-responder and their respective employees on the Project with regard to Project goals and protocols, including communication protocols for determining the need for the co-responder, situational awareness training, and information security training and credentialing as required by Criminal Justice Information System (CJIS) and KCJIS (Kansas Criminal Justice Information System).
- xvii. In the event that the co-responder is on leave and/or busy on another case, the Cities may employ the traditional process for requesting JCMHC services by calling the JCMHC crisis line, as needed.

- xviii. If the co-responder has complaints, suggestions, comments, or concerns regarding the policies, procedures, practices or decisions of the Cities, the co-responder is to first present such concerns to their immediate JCMHC supervisor who may, in turn, pursue discussions with the respective City. However, it is permissible and encouraged for the co-responder to communicate with City staff regarding daily issues pertaining to efficient and effective case processing.
 - xix. In any instance in which the co-responder, in the judgment of a City, may have engaged in misconduct or failure to fulfill the mission or purpose of the Project as requested, the City shall notify JCMHC, in writing, of the details of the alleged misconduct or failure. JCMHC shall then undertake an appropriate review of the allegations and, in the event the allegations are confirmed, implement any necessary or appropriate discipline up to, and including, termination of the co-responder, after discussion with the Project Leadership Team, as deemed appropriate.
 - xx. Should the Project be terminated for any reason, JCMHC is solely responsible for any and all decisions as to whether to continue to employ a co-responder. The co-responder shall have no recourse against any City for any employment decision(s) made by JCMHC, including termination of the Project or termination of the co-responder.
 - xxi. Equipment and other tangible property provided to the co-responder by any City as part of the Project will remain property of the respective City and must be returned to the respective City immediately upon termination of the co-responder, or within thirty (30) days of the termination of the Project, unless otherwise agreed to in writing.
 - xxii. The co-responder shall, to the extent practical, keep a general account of time spent working for each City, including types of activities, police calls, and training.
- c. Legal Status.
- i. This MOU is authorized by K.S.A. 12-2908 as a contract between municipalities to perform governmental services or activities; is not an interlocal agreement as contemplated by K.S.A. 12-2901 et seq.; and does not create a new or separate legal entity. Each Party shall be responsible for the actions and responsibilities arising under this MOU of its respective employees.
- d. Confidentiality; Inquiries.
- i. The Parties shall adhere to all applicable laws and policies regarding the confidentiality of data or information obtained during the Project. To the extent required by law, the Parties shall comply with HIPAA, and are to maintain the confidentiality of personal health information (PHI), sharing that PHI only to the extent necessary to coordinate treatment or disposition of the crisis situation.
 - ii. As a general rule, all outside inquiries regarding the Project shall be directed to the respective Public Information Officer representing the involved City. Any inquiries involving mental health case supervision issues shall be directed to JCMHC.

IV. Effective Date, Duration, Termination, Insurance and Funding.

- a. This MOU shall become effective upon execution by all Parties.

- b. This MOU may be executed in one or more counterparts, including by facsimile, each of which when compiled in its entirety shall together constitute one and the same instrument.
- c. The term of this MOU is for the duration of the Project.
- d. Any Party may terminate its relationship with the Project and withdraw from the Project and this MOU at any time, by written notification to the other Parties at least (60) days prior to termination. The terminating Party will be responsible for its pro rata share of the costs of the Project up to, and including, the last date of its participation, regardless of the use of the co-responder. Notice of termination shall be delivered to the Project Leadership Team. If one or more Cities terminate its relationship to the Project, then the JCMHC and remaining Cities may agree to continue the Project under this MOU by amending the pro rata shares in the Addendum, renegotiate this MOU, or terminate the MOU.
- e. Insurance – The Parties shall each carry and maintain in force for the duration of the Project insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:
 - i. All Parties shall carry Commercial General Liability
 - 1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
 - 2. \$2,000,000 annual aggregate.
 - ii. Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability.
 - iii. All Parties shall carry Commercial Automobile Liability - \$500,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per accident covering all owned, non-owned, and hired vehicles. Provided, however, it is understood and agreed by the Parties that the JCMHC provided vehicle shall be covered primarily by JCMHC's automobile liability self-insurance and insurance program.
 - iv. JCMHC shall carry Professional Liability
 - 1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
 - 2. \$3,000,000 annual aggregate.
 - v. Cities shall carry Law Enforcement Liability
 - 1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
 - 2. \$2,000,000 annual aggregate.
 - vi. As respects each Party's employees:

1. Statutory Workers' Compensation
2. Employer's Liability:
 - a. Bodily Injury by Accident \$500,000 Each Accident:
 - b. Bodily Injury by Disease \$500,000 Policy Limit
 - c. Bodily Injury by Disease \$500,000 Each Employee

Provided, however, it is understood and agreed by the Parties that the co-responder shall be covered primarily by the JCMHC Workers' Compensation and Employer's Liability self-insurance and excess insurance coverage.

Each Party shall furnish the other with Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this MOU. Certificate Holders shall be the Parties as shown on attached exhibit A.

Board of County Commissioners and JCMHC Johnson County, Kansas
 c/o Risk Manager
 111 South Cherry Street, Suite 2400
 Olathe, Kansas 66061-3486

Prior to cancellation or non-renewal, each Party agrees that it or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change. Renewal certificate(s) of insurance shall be provided by the Parties within ten (10) business days of insurance renewals.

- f. Expenditure of funds as part of the Project will be subject to the respective budgetary processes of each Party. To the extent that this MOU is interpreted as requiring any expenditure of funds by any City, the Parties acknowledge that the Cities are obligated only to pay expenditures as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during that City's current budget year; or (b) funds made available from any lawfully operated revenue producing source.
- g. This MOU shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors.

 Tim DeWeese, Executive Director
 Johnson County Mental Health Center

 Date

City of Merriam:

By: _____
 Bob Pape, Mayor Date

ATTEST:

Julianna Pinnick, City Clerk

APPROVED AS TO FORM:

Spencer Low, City Attorney

City of Mission:

By: _____
Solana Flora, Mayor Date

ATTEST:

Audrey McClanahan, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney

City of Roeland Park:

By: _____
Mike Kelly, Mayor Date

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Debbie Moeller, City Attorney

City of Fairway:

Melanie Hepperly, Mayor Date

ATTEST:

Kim Young, City Clerk

APPROVED AS TO FORM:

Stephen Chinn, City Attorney

City of Westwood:

By: _____ Date
David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

**ADDENDUM
PROJECT BUDGET**

Allocation of One Co-Responder Assigned to All Participating Cities

The total annual cost for a co-responder position for the calendar year 2022 shall not exceed \$106,265, except for overtime approved in advance by each City's point of contact, as approved in each City's budget. JCMHC shall provide future calendar year annual budgets upon request of the Cities. JCMHC shall invoice each City on a quarterly basis according to its pro rata share, determined by population, as follows:

City	Population	Percent	Annual Share of Cost
Merriam	11,098	32.2%	\$34,237
Mission	9,954	28.9%	\$30,708
Roeland Park	6,871	19.9%	\$21,197
Fairway	4,170	12.1%	\$12,864
Westwood	1,750	5.1%	\$5,399
Westwood Hills	400	1.2%	\$1,234
Mission Woods	203	0.6%	\$626

Allocation of Second Co-Responder to The Cities of Merriam and Mission

The Cities of Merriam and Mission have agreed to fund an additional co-responder position for the calendar year 2022 utilizing grant funds obtained by the City of Merriam to cover the full cost of the position until all grant funds including any extensions are fully expended. Once grant funds are exhausted, the remaining cost of the position will be split equally between the Cities of Merriam and Mission. The total annual cost for the position for the calendar year 2022 shall not exceed \$106,265.

Exhibit A

Board of County Commissioners and JCMHC Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

City of Merriam Kansas
9001 W. 62nd Street,
Merriam, Kansas 66202

City of Mission Kansas
6090 Woodson
Mission, Kansas 66202

City of Roeland Park Kansas
4600 W. 51st Street
Roeland Park, Kansas 66205

City of Westwood
4700 Rainbow Boulevard
Westwood, Kansas 66205

City of Westwood Hills
2216 West 49th Street
Westwood Hills, Kansas 666205

City of Fairway Kansas
4210 Shawnee Mission Parkway, Suite #100
Fairway, Kansas 66205

City of Mission Woods Kansas
4700 Rainbow
Westwood, Kansas 66205



JACOB A. TURNER
JTURNER@PAYNEJONES.COM

February 18, 2022

Via Email: dmadden@missionks.org

Chief Dan Madden
City of Mission

Re: MOU for Co-Responder

Dear Dan:

It was nice speaking with you and Dave Martin on February 16, 2022. We discussed the new Johnson County Mental Health Co-Responder Cooperative Memorandum of Understanding ("MOU").

To confirm our discussion, currently, there is a MOU covering one co-responder. However, there are two co-responders serving the seven cities. The second co-responder, not covered by the MOU, is funded through a grant received by Merriam, with the additional fees being split equally between Merriam and Mission. Both co-responders provide services to the seven cities despite Mission and Merriam bearing a disproportional amount of the cost. Though this calendar year, you do not plan to change this fee split.

Your plan is to get all of the other cities onboard with splitting the costs of both of the co-responders starting next year. If all the cities do get onboard and you plan to split the cost equally, we suggest revisiting the MOU at that time to incorporate the obligations of all of the cities with the two co-responders and to clarify any potential misunderstandings.

Other than this future consideration, the MOU is legally sufficient. More than happy to answer if you have any other questions about this MOU. Please do not hesitate to reach out.

Very truly yours,

Jacob A. Turner
For Payne & Jones, Chartered

JAT/mem

NE5 Co-Responder

2021 NE Yearly Data

Service City	Reports Received	911 response	Follow Up	Avoided Jail	Avoided ER
Fairway	32	8	30	0	1
Merriam	355	64	132	10	22
Mission	190	39	151	3	15
Roeland Park	82	13	53	1	4
Westwood	28	8	31	1	2
Total	687	132	397	15	44



City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	March 2, 2022
Administration	From:	Brian Scott

Action items require a vote to recommend the item to the full City Council for further action.

RE: Laptop Replacement

RECOMMENDATION: Staff recommends placing an order with Dell Direct in the amount \$22,967.00 for replacement of 17 laptops and docking stations and 34 monitors in accordance with the City of Mission’s technology replacement schedule.

DETAILS: The City has made a considerable investment over the past few years to update its computer network and replace aging computer equipment. Network updates include new structure cabling in city facilities, new switches, and new servers. Replacement of aging computer equipment has included replacing all desktop and laptop computers, some as old as ten years.

The City has put in place a replacement program whereby computer desktops are replaced every five years and laptops every three years. The program also dictates that all department directors and mid-level managers have a laptop for mobility purposes (meetings, working away from the desk or working from home).

In 2022, seventeen (17) laptops are scheduled for replacement. Replacement includes the laptop itself, docking station, monitor(s), and keyboard and mouse.

The specifications included in the replacement bids were as follows:

- Laptops - Dell Latitude 5520, 15.6” screen, Core i5 processor, 8 GB RAM, and 256 GB SSD
- Monitors - Dell 22”
- Docking station - Dell WS195 with USB-C and HDMI connections

The City replaces all these components to ensure consistency in connections and compatibility.

Item	CDW-G	SumnerOne	Dell Direct	CxTEC
Laptop	23,451.50	36,258.45	14,450.00	24,650.00
22’ Monitor	6,889.08	8,839.66	4,556.00	13,583.00
Docking Station	3,938.39	6,442.83	3,434.00	6,158.76
Keyboard/Mouse	663.00	339.83	527.00	0
TOTAL	34,941.97	51,880.77	22,967.00	44,391.76

Dell Direct had the lowest quote at \$22,967.00 which is based on a State of Kansas

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Various Departments
Available Budget:	\$ 29,000

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	March 2, 2022
Administration	From:	Brian Scott

Action items require a vote to recommend the item to the full City Council for further action.

discount contract. The amount budgeted in FY 2022 for laptop replacement is \$29,000. this will be a savings of approximately \$6,000.

Staff recommends placing an order with Dell Direct in the amount \$22,967.00 for seventeen (17) laptops and docking stations and thirty-four (34) monitors. The order will be placed immediately upon approval. Due to the shortage of microchips and supply chain issues, delivery is not expected until late spring at the earliest.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Various Departments
Available Budget:	\$ 29,000



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000107957849.6	Sales Rep	Rebecca Dyer
Total	\$22,967.00	Phone	(800) 456-3355, 80000
Customer #	529997115150	Email	Rebecca_Dyer@Dell.com
Quoted On	Feb. 09, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Mar. 11, 2022		KANSAS MISSION
Contract Name	Dell NASPO Computer		6090 WOODSON RD
Contract Code	Equipment PA - State of KS		MISSION, KS 66202
Customer Agreement #	C000000010865		
Deal ID	MNWNC-108 / 40400		
	22951784		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Rebecca Dyer

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE KANSAS MISSION 6090 WOODSON RD MISSION, KS 66202 (913) 676-8333	Standard Ground

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5520	\$850.00	17	\$14,450.00
Dell Dock- WD19S 90w Power Delivery - 130w AC	\$202.00	17	\$3,434.00
Dell 22 Monitor - E2220H, 54.7cm (21.5")	\$134.00	34	\$4,556.00
Dell Pro Wireless Keyboard & Mouse - KM5221W	\$31.00	17	\$527.00

Subtotal:	\$22,967.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$22,967.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$22,967.00
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Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
KANSAS MISSION
6090 WOODSON RD
MISSION, KS 66202
(913) 676-8333

Shipping Method

Standard Ground

	Quantity	Subtotal
Dell Latitude 5520	17	\$14,450.00

Estimated delivery if purchased today:

Feb. 18, 2022

Contract # C000000010865

Customer Agreement # MNWNC-108 / 40400

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5520 BTX Base	210-AXVQ	-	17	-
11th Generation Intel Core i5-1135G7 (4 Core, 8M cache, base 2.4GHz, up to 4.2GHz)	379-BEHK	-	17	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	17	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	17	-
Assembly base	338-BXRY	-	17	-
I5-1135G7 Trans, Intel Iris Xe Graphics Capable, Thunderbolt non-vPro Manageability	338-BXSB	-	17	-
8GB, 1x8GB, DDR4 Non-ECC	631-ACTC	-	17	-
No Additional Hard Drive	370-AFVS	-	17	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	401-AADF	-	17	-
LCD back cover for Latitude 5520 WLAN/WWAN	400-BKUZ	-	17	-
HD Camera Bezel with Mic	320-BECJ	-	17	-
15.6" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	325-BDZF	-	17	-
Palmrest, No Security, Thunderbolt 4	391-BFPM	-	17	-
Single Pointing Backlit English US Keyboard with numeric keypad	346-BGVS	-	17	-
Wireless Intel AX201 WLAN Driver	583-BHBG	-	17	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.2	555-BGGN	-	17	-
No Mobile Broadband Card	555-BGGT	-	17	-
4 Cell 63Whr ExpressCharge™ Capable Battery	556-BBCD	-	17	-
E4 65W Type-C EPEAT Adapter	451-BCSW	-	17	-
No Anti-Virus Software	492-BCXP	-	17	-
OS-Windows Media Not Included	650-AAAM	-	17	-
E4 Power Cord 1M for US	620-AALW	-	17	-
Quick Start Guide	537-BBBL	-	17	-
US Order	340-CTXV	-	17	-
SERI Guide (ENG/FR/Multi)	332-1286	-	17	-
Fixed Hardware Configuration	340-AGIK	-	17	-
SupportAssist	998-FGEF	-	17	-
Dell(TM) Digital Delivery Cirrus Client	525-BBCL	-	17	-
	640-BBLW	-	17	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	17	-
Waves Maxx Audio	658-BBRB	-	17	-
Dell Power Manager	658-BDVK	-	17	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	17	-
Dell Optimizer	658-BEQP	-	17	-
Windows PKID Label	658-BFDQ	-	17	-
Packaging BTS 65W adapter + TGL CPU	340-CTZQ	-	17	-
Intel(R) Core(TM) i5 non-vPro Processor Label	389-DXDU	-	17	-
No Mouse	570-AADK	-	17	-
No Resource USB Media	430-XXYG	-	17	-
ENERGY STAR Qualified	387-BBPI	-	17	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	17	-
EAN label	389-BKKL	-	17	-
No Removable CD/DVD Drive	429-AATO	-	17	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	17	-
No AutoPilot	340-CKSZ	-	17	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	17	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	17	-
Dell Limited Hardware Warranty	997-8317	-	17	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	17	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	17	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	17	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	17	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	17	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	17	-
No Accidental Damage Selected	981-4619	-	17	-

Quantity

Subtotal

Dell Dock- WD19S 90w Power Delivery - 130w AC

\$202.00

17

\$3,434.00

Estimated delivery if purchased today:

Apr. 27, 2022

Contract # C000000010865

Customer Agreement # MNWNC-108 / 40400

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dock – WD19S 90W Power Delivery – 130w AC	210-AZBG	-	17	-
Advanced Exchange Service, 3 Years	824-3984	-	17	-
Dell Limited Hardware Warranty	824-3993	-	17	-

Quantity

Subtotal

Dell 22 Monitor - E2220H, 54.7cm (21.5")

\$134.00

34

\$4,556.00

Estimated delivery if purchased today:

Feb. 18, 2022

Contract # C000000010865

Customer Agreement # MNWNC-108 / 40400

Description	SKU	Unit Price	Quantity	Subtotal
Dell 22 Monitor - E2220H, 54.7cm (21.5")	210-AUNF	-	34	-

Dell Limited Hardware Warranty	814-9340	-	34	-
Advanced Exchange Service, 3 Years	814-9341	-	34	-
			Quantity	Subtotal
Dell Pro Wireless Keyboard & Mouse - KM5221W		\$31.00	17	\$527.00

Estimated delivery if purchased today:

Feb. 16, 2022

Contract # C000000010865

Customer Agreement # MNWNC-108 / 40400

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard & Mouse - KM5221W	580-AJIS	-	17	-

Subtotal:	\$22,967.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$22,967.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	March 2, 2022
Administration	From:	Brian Scott

Action items require a vote to recommend the item to the full City Council for further action.

RE: Replacement of Police Fire Wall

RECOMMENDATION: Staff recommends approval of the quote from TGS in the amount of \$25,710.48 to replace the Police Department network firewall.

DETAILS: For security reasons, the City maintains two sides to its computer network, one for the Police Department and one for the rest of the City. The Police Department side of the network is isolated behind a firewall, that provides an extra layer of defense against any malicious network traffic.

The firewall is a server that sits on the network and serves as a “gatekeeper” for network traffic to and from the Police Department. The firewall server was last replaced in 2017. In addition to the server itself and operating software, there is a maintenance agreement on the firewall server that is set to expire this summer.

Johnson County Department of Technology and Innovation (DTI) has suggested that since the maintenance agreement is expiring, this would be the ideal time to replace the server entirely. They are doing this across the board with police departments in Johnson County cities that they support, including Westwood, Fairway, Roeland Park and Prairie Village in order to maintain consistency with security equipment on the network.

DTI is using TGS to not only purchase the equipment but complete the installation of the equipment and set-up of software. The packet includes a quote from TGS in the amount of \$25,710.48 for this work.

The Police Department Firewall server was scheduled to be replaced in FY 2023, but because of the expiring maintenance agreement and similar work being done with other police departments, it was suggested that we move this project up to 2022.

Approximately \$6,000 in savings has been identified with the replacement of laptop computers that can be applied to this project. The balance will come from operational savings elsewhere in the 2022 budget.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-30-402-01 Computer Systems
Available Budget:	\$0.00 (\$6,000 Savings in Laptop Replacement Budget)

Prepared For	Shipping To	Prepared By	Details
City of Mission 6090 Woodson Street Mission, KS 66202 Brian Scott bscott@missionkc.org (913) 722-1415	City of Mission Brian Scott 6090 Woodson Street Mission, KS 66202 bscott@missionkc.org (913) 722-1415	Technology Group Solutions Kevin Walsh 913.689.1465 kwalsh@tgs-mtc.com	Cisco ASA 5508 Migration Quote #: 028593 Version: 2 Delivered: 02/14/2022 Expires: 03/14/2022

Products

Item	Description	Price	Qty	Ext. Price
FPR2110-NGFW-K9	Cisco Systems : Cisco Firepower 2110 NGFW Appliance, 1U	\$4,799.75	1	\$4,799.75
CON-SSSNT-FPR21FWN	Cisco Systems : SOLN SUPP 8X5XNBD Cisco Firepower 2110 NGFW Appliance, 1U	\$3,147.95	1	\$3,147.95
L-FPR2110T-TM-3Y	Cisco Systems : Cisco FPR2110 Threat Defense Threat and Malware 3Y Subs	\$3,627.25	1	\$3,627.25
SF-FMC-VMW-2-K9	Cisco Systems : Cisco Firepower Management Center, (VMWare) for 2 devices	\$228.83	1	\$228.83
CON-ECMUS-SFMMCVWK	Cisco Systems : SOLN SUPP SWSS Cisco Firepower Management Center, (VMWa	\$309.42	1	\$309.42
NAPSO Contract	NVP #AR3227 (14-19) Participating Addendum for KS#00000000000000000000 47258	\$0.00	1	\$0.00
AA940922	Dell Memory Upgrade - 16GB - 2RX8 DDR4 RDIMM 2666MHz	\$390.76	3	\$1,172.28
Subtotal:				\$13,285.48

Services

Item	Description	Price	Qty	Ext. Price
TGS-SOW	Work to be completed based on attached SOW	\$12,425.00	1	\$12,425.00
Subtotal:				\$12,425.00

Quote Summary

Description	Amount
Products	\$13,285.48
Services	\$12,425.00
Total:	\$25,710.48

Taxes, shipping, handling and other fees may apply. Any quote that is purchased via VISA or MasterCard will include a processing fee of 2.5% We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Technology Group Solutions, LLC

Statement of Work

Version 1.0

Date: January 26, 2022

Client Contact Information

<i>Client:</i>	City of Mission PD
<i>Address:</i>	6090 Woodson Mission, KS 66202
<i>Contact:</i>	Brian Scott
<i>Phone #:</i>	(913) 722-1415
<i>Email:</i>	bscott@missionkc.org
<i>Project name:</i>	Mission PD ASA 5508 Migration

BY EXECUTING THIS STATEMENT OF WORK, THE UNDERSIGNED PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE AGREEMENT REFERENCED HEREIN SHALL GOVERN THE SERVICES PERFORMED HEREUNDER.

Consulting Time & Materials

Description of Services

Executive Summary

Mission Kansas is where the heart of Johnson County meets the cool of Kansas City. The Mission Police Department serves this community by providing emergency response, traffic enforcement, citizen engagement and education, patrol in the neighborhoods, business districts and more.

The city of Mission PD has partnered with TGS in order to migrate the city's current firewalls to newer and more modern hardware alternatives.

Scope

TGS will provide Mission PD with one or more Technical Consultants as well as a Project Management for oversight. TGS agrees to provide consulting services remote or on site between the approximate hours of 8:30 AM and 5:00 PM local time for the service location defined herein. After hours and weekend work can be planned with two weeks notification.

TGS will provide a Consultant(s) with the following skills:

- Project Manager
- Security Engineer

There are no pre-defined deliverables associated with this engagement because this is a Time and Materials based engagement; however, TGS will assign consultants with skillsets oriented to help Customer with the desired outcomes stated in Appendix A.

Jobsite Expectations:

Onsite Customer Location	25%
Remote Work	75%

Customer Responsibilities

- Provide in writing, to the designated TGS project manager, notification of changes in status of Technical Consultant engagement. (start, stop or suspend engagement)
- When re-engaging the Technical Consultant, the customer will provide a period of three, (3), weeks' notice to the designated TGS Project Manager.
- Backups: Please ensuring that a full backup of all data, systems, and software are performed on a regular basis and prior to any changes.
- Access to Facilities
- Access to Systems
- Providing information pertinent to the project

Exclusions

The following activities and deliverables are considered outside the scope of this Statement of Work:

- Hardware, Software, and License purchases are beyond the scope of this SOW
- Any work not addressed in this SOW is not included in the body of work
- Because this is a time and materials service, there are no deliverables

Change Control

Changes to this SOW may be initiated by any party through the submission of a Change Order Form. Both parties will review the submitted Change Order and advise each other if the request can be accepted. To be made effective, the Change Order will be documented and agreed to in writing, via email by both parties. A blank Change Order form appears in this document as Appendix B.

Fees

- Customer will receive notification of hours consumed on a monthly basis that will include the following:
 - Number of hours worked
 - General description of work performed
 - Name of Technical Consultant(s) participating
- Customer will be invoiced on a monthly basis for hours consumed on this T&M SOW.
- Hours remaining in scope on this SOW will be available for customer use for a period of one year.
 - Extension of this SOW beyond the period of one year must be mutually agreed upon by both parties.
- Unused hours in the scope of this SOW will not be billed to the customer.

Role	Rate	Hours	Total
Project Manager	145	5	\$725
Security Engineer	195	60	\$11,700
Estimate:			\$12,425

Terms and Conditions

This Statement of Work is being performed under the following terms and conditions:

Company agrees to pay Consultant in accordance with the Fees set forth in the Rate Plan. Invoices shall be payable within thirty (30) days of receipt. Client is responsible for all applicable taxes, except for taxes due on the net income of TGS. TGS warrants that the services will be provided in a professional and workmanlike manner and TGS makes no other warranties expressed or implied including but not limited to the warranties of merchantability and fitness for a particular purpose. Client acknowledges that the services provided by TGS are advisory only and no specific result is assured or guaranteed. TGS is in the business of providing Information Technology consulting services drawing upon the knowledge, understanding and expertise TGS employees have gained in the course of working with many individual clients, both similar and different from Client. Nothing in the Statement of Work or otherwise is intended to assign rights or limit TGS's use, know-how or knowledge to the extent it does not include Client's confidential information and that TGS had prior to providing the services or that TGS obtains during its performance under this Statement of Work. In no event shall either party be liable for any indirect, incidental, special or consequential damages nor shall either party's liability exceeds the value of this statement of work. During the term of this Statement of Work and for 12 months thereafter, neither party will solicit for employment any employee or contractor of the other who was engaged in the services performed under this Statement of Work. A general advertisement or a request for employment initiated exclusively by the employee prior to project engagement is not considered a solicitation.

Acceptance and authorization

The terms and conditions apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Customer

Technology Group Solutions, LLC

Full name

Full name

Title

Title

Signature

Signature

Date

Date

Appendix A – Customers Desired Project Tasks/Goals/Outcomes

High level overview of tasks (not all inclusive):

- 1) Install FMC on customer provided VMWare server
- 2) Migrate configuration from ASA to FTD
- 3) Configure advanced threat capabilities
- 4) Testing to be performed by the customer
- 5) Validate signatures for Log4j are active

Appendix B

SOW Change Order

Company Name:	Project Name:
Date:	Project ID:
Description:	
Change Order Fee:	

Acceptance and Authorization:

The terms and conditions apply in full to the services and products provided under this Statement of Work.

In WITNESS WHEREOF, the parties here to each acting with proper authority have executed this Statement of Work, under seal.

Customer

Technology Group Solutions, LLC

Full name

Full name

Title

Title

Signature

Signature

Date

Date

