

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)


Date: 8.5.2024

Meeting Date: 8.12.2024

Submitted By: Lance Anderson

Department: Purchasing Department

Signature of Elected Official/Department Head:



Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:

Consider and Approve with authroization for County Judge to sign - Master's Touch, LLC Quotes and Terms & Conditions.

(May attach additional sheets if necessary)

Person to Present: Scott Porter

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) Tax Office

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**



SPOKANE HEADQUARTERS
1405 N ASH ST
SPOKANE, WA 99201
PHONE: 509-326-7475
FAX: 509-326-7214
TOLL FREE: 800-301-1347

ARIZONA FACILITY
132 W JULIE DR
TEMPE, AZ 85283
PHONE: 800-301-1347

IOWA SALES OFFICE
PO BOX 377
DES MOINES, IA 50302
PHONE: 800-301-1347

HAWAII SALES OFFICE
47-525 KAMEHAMEHA HWY
KANEHOE, HI 96744
PHONE: 800-301-1347



Johnson County TAC October Tax Statement Mailing Approximate 267,193 statements

Printed Materials –

1. #10 universal window envelope on 24# ww = **4 cents each**
2. #9 universal window reply envelope with color bar on 24# ww = **4.8 cents each**
3. Tax statement – Included below
4. Insert 8.5 x 11 2/2 if needed – **4.4 cents each**

Mail Processing -

- CASS Certify and PAVE presort County Tax Collector tax data.
- NCOA to comply with mandatory USPS move update.
- Supply Excel files with defective addresses to TAC.
- Print statements 8 ½ x 11 color front and back with perforation.
- Image variable data to 8 ½ x 11 statement two sides.
- Letter-fold statement and insert into #10 along with #9 reply envelope.
- When two or more statements mail to the same name and address, enclose all in #10 envelopes. When thickness is greater than one quarter inch, enclose in 9 x 12 catalog envelope = **75 cents each**
- Quality check, presort, and tray per USPS rules for automation.
- Deliver to USPS bulk mail facility along with all postal paperwork to obtain automation postage discount rates.
- Provide one complete PDF file for all statements printed and mailed.
- IMb Tracing – Track mail delivery from entry to mail carrier delivery included 2024 - **Free**
- Setup fee has been waived.

Print & mail service – 8.9 cents each + Automation postage*

*First class automation postage is 54.5cents each for 5 digit presort.

Final pricing subject to a variation in quantity. Unit pricing may be modified if final parcel count exceeds plus or minus 10%.

Thank you for this opportunity!

Jim Cote'
President

July 26, 2024

Accepted: 

Date: 8-12-24



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Johnson County TAC
March 2nd Mailing
Approximate 39,831 statements

Printed Materials –

1. #10 universal window envelope on 24# ww = **4 cents each**
2. #9 universal window reply envelope with color bar on 24# ww = **4.8 cents each**
3. Tax statement – Included below
4. Insert 8.5 x 11 2/2 if needed – **4.4 cents each**

Mail Processing -

- CASS Certify and PAVE presort County Tax Collector tax data.
- NCOA to comply with mandatory USPS move update.
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- Setup fee has been waived.

Print & mail service – 10 cents each + Automation postage*

*First class automation postage is 54.5 cents each for 5 digit presort.

Final pricing subject to a variation in quantity. Unit pricing may be modified if final parcel count exceeds plus or minus 10%.

Thank you for this opportunity!

Jim Cote'
President

August 2, 2024

Accepted: 

Date: 8-12-24



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Johnson County TAC
May 33.07 Statement Mailing
Approximate 30,569 statements

Printed Materials –

1. #10 universal window envelope on 24# ww = **4 cents each**
2. #9 universal window reply envelope with color bar on 24# ww = **4.8 cents each**
3. Tax statement – Included below
4. Insert 8.5 x 11 2/2 if needed – **4.4 cents each**

Mail Processing -

- CASS Certify and PAVE presort County Tax Collector tax data.
- NCOA to comply with mandatory USPS move update.
- Supply Excel files with defective addresses to TAC.
- Print statements 8 ½ x 11 color front and back with perforation.
- Image variable data to 8 ½ x 11 statement two sides.
- Letter-fold statement and insert into #10 along with #9 reply envelope.
- When two or more statements mail to the same name and address, enclose all in #10 envelopes. When thickness is greater than one quarter inch, enclose in 9 x 12 catalog envelope = **75 cents each**
- Quality check, presort, and tray per USPS rules for automation.
- Deliver to USPS bulk mail facility along with all postal paperwork to obtain automation postage discount rates.
- Provide one complete PDF file for all statements printed and mailed.
- IMb Tracing – Track mail delivery from entry to mail carrier delivery included 2024 - **Free**
- Setup fee has been waived.

Print & mail service – 11 cents each + Automation postage*

*USPS First class automation postage is 54.5 cents each for 5 digit presort.

Final pricing subject to a variation in quantity. Unit pricing may be modified if final parcel count exceeds plus or minus 10%.

Thank you for this opportunity!

Jim Cote'
President

August 2, 2024

Accepted: 

Date: 8-12-24



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**Johnson County TAC
Small Batch Mailings**

33.08 Stmt, SIT Stmt and Supplemental Stmt

Printed Materials –

1. #10 universal window envelope on 24# ww = \$.05 each
2. #9 reply envelope prints black front/flap & color bar on 24# ww
 - a. Print and inventory supply = \$.048 each
3. 8.5 x 11 statement prints 2 color front & back = \$.05 each

Mail Processing -

- CASS Certify and PAVE presort County tax data.
- NCOA to comply with mandatory USPS move update.
- Supply Excel files with defective addresses to tax office
- Image variable data to 8 ½ x 11 statement.
- Perforate as needed.
- Letter-fold and insert with #9 return into #10 window.
- When two or more notices mail to the same name and address, enclose all in #10 envelopes.
- Quality check, presort, and tray per USPS rules for automation.
- Deliver to USPS bulk mail facility along with all postal paperwork to obtain automation postage discount rates.
- Provide one complete PDF file for all listings printed and mailed.

Print & Mail Service*

Quantity = Up to 500 parcels = \$250.00
 501 to 1,000 parcels = \$300.00
 1,000+ parcels = \$.27 each

***Postage not included.** First class postage rate based upon final presort - 54.5¢ to 69¢ each

Thank you for this opportunity!

Jim Cote'

President

August 2, 2024

Accepted:

Date: 8-12-24





Standard Terms and Conditions

These Standard Terms and Conditions (“Terms”) are attached to and made a part of the service contract (the “Contract”) between The Master’s Touch, LLC (“TMT”) and Johnson County (“Customer”). The Terms and the Contract are collectively referred to as the “Agreement.” TMT and Customer are collectively referred to as the “Parties” and each individually as a “Party.”

1. **Terms Control.** In the event of a conflict between the Contract and the Terms, the Terms shall control.

2. **Payments and Late Fees.** TMT, at its option, may impose a late charge of 1.5% per month on all amounts that remain unpaid more than 10 days following the payment due date.

3. **Warranties and Limitations.**

3.1. Customer warrants to TMT on a continuing basis throughout the term of the Agreement that (a) the data it provides to TMT are materially accurate and in conformity with all of the Agreement’s requirements; (b) Customer will diligently review all proofs provided by TMT to Customer and immediately notify TMT of any errors or necessary revisions; and (c) Customer and its representatives are duly authorized to transmit the data provided under the Agreement to TMT and that TMT is duly authorized to receive, use, and disclose data as set forth in the Agreement.

3.2. EXCEPT AS PROVIDED HEREIN, TMT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, TITLE, DESIGN, NON-INFRINGEMENT, OPERATION OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM OR USAGE IN TRADE.

3.3. In no event will TMT have any liability for damages that arise out of or that could have been prevented by Customer’s diligent review of proofs provided by TMT to Customer or that are related in any way to Customer’s provision to TMT of inaccurate data. If reprinting and mailing is requested due to such an error, Customer shall pay all costs associated therewith, including postage.

3.4. No claim against TMT of any kind under any circumstances will be made more than 90 days after Customer knows, or in the exercise of reasonable care could know of

such claim, an act or omission of TMT that would give rise to such claim, or any material damage caused by or likely to be caused by such act or omission or to be part of such claim.

3.5. In the event of any defect in the products or services provided under the Agreement arising solely from TMT’s acts or omissions, Customer’s sole and exclusive remedy is that TMT will re-run that portion of the printing and mailing determined to be defective at its expense, but TMT will not be required to pay the cost of postage for the replacement mailings. TMT will not be liable for and will not incur any credit or remedy against it for failure to provide services or functionality with respect to any data that it believes in good faith contains errors, inaccuracies, corrupt, or misleading information. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TMT WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY.

4. **Remedies Reasonable.** Customer hereby acknowledges on a continuing basis that any exclusive and/or limited remedies available in this Agreement are reasonable and sufficient and that they will not fail of their essential purpose even if Customer may not take advantage of them in some circumstances by their terms.

5. **Forum; Choice of Law.** The Parties acknowledge that TMT is headquartered in Spokane, Washington. Accordingly this Agreement and all amendments to it will be governed by the laws of the State of Washington applicable to agreements made and to be performed wholly within Washington, without regard to conflicts of laws. The Federal District Court for the Eastern District of Washington and the state courts of Spokane County, Washington will be the exclusive venue for any court proceeding between the Parties arising out of, or in connection with, this Agreement. The Parties hereby submit to and consent exclusively and irrevocably to the jurisdiction of such courts for these purposes.

Note: Acceptance of these terms will apply to all mailings TMT provides for you, unless noted otherwise.

Accepted and Agreed:

The Master’s Touch, LLC
By: Jim Coté
Title: President

Accepted and Agreed:

CUSTOMER: Johnson County
Print Name: Christopher Boedeker
Title: County Judge
Date: August 12, 2024

I agree to these terms.

Signature: 

By typing my name above, I signify that I am digitally signing this form.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Ch Boedeker
Christopher Boedeker
As Johnson County Judge

8-12-24
Date

Attest: *April Long*
County Clerk, Johnson County



8-12-24
Date

COMPANY:

The Master's Touch, LLC

Jim Cote
Authorized Representative of Company

8/5/2024
Date

Printed Name: Jim Cote'

Title: President, LLC Manager

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 7.10.2024

Meeting Date: 7.22.2024

Submitted By: Lance Anderson

Department: Purchasing Department

Signature of Elected Official/Department Head:



Court Decision: <small>This section to be completed by County Judge's Office</small>

<p>July 22, 2024</p>

Description:

Consider and approve with authorization for County Judge to sign Interlocal Agreement with Grayson County for Cooperative Purchasing.

(May attach additional sheets if necessary)

Person to Present: Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) Tax Office

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN GRAYSON COUNTY AND JOHNSON COUNTY,
TEXAS**

THIS AGREEMENT shall become effective upon execution by both **Grayson County**, and **Johnson County, Texas**; jointly referred to herein as “parties”.

WHEREAS, the respective parties are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing of necessary materials and supplies;

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of the Interlocal Cooperation Act;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**I.
Purpose**

The purpose of this Agreement is to authorize the parties mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be highly beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

**II.
Duration of Agreement**

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

III. Relationship of Parties

It is agreed that the parties, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

Grayson County Purchasing Agent is hereby designated as the official representative to act for **Grayson County, Texas** in all matters relating to this agreement.

The Purchasing Department is hereby designated as the official representative to act for the **Johnson County, Texas**, in all matters relating to this agreement.

IV. Purchase of Goods and Services

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals.

The parties will be able to purchase from those contracts established by the other where notice has been given in the specifications and successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or as deemed advantageous to both parties.

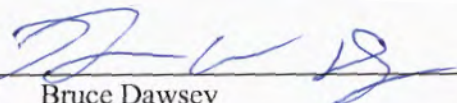
The parties agree to pay successful bidders or anticipating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

Parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

GRAYSON COUNTY, TEXAS


By: Bruce Dawsey
Grayson County Judge

By:

7-30-24

Date signed

Date signed

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Chp Boeder
Christopher Boedeker
As Johnson County Judge

7-22-24
Date

Attest: *April Lang*
County Clerk, Johnson County



7-22-24
Date

COMPANY:

Authorized Representative of Company

Date

Printed Name: _____

Title: _____