

BILL NO.: 19-1113

ORDINANCE NO.: 19-0513

INTRODUCED BY: COUNCIL MEMBER(S) Reuter

1 **AN ORDINANCE RENEWING THE BID AWARDS FOR CERTAIN**
2 **PRODUCTS AND SERVICES FOR SHERIFF OFFICE INTERVIEW ROOM**
3 **CAMERA AND RECORDING SYSTEM 2018, DEPARTMENT OF THE SHERIFF.**

4 **WHEREAS**, Pursuant to Ordinance 18-460 Jefferson County, Missouri and the
5 Department of the Sheriff entered into a Contract, known as the Sheriff Office Interview
6 Room Camera and Recording System 2018 Contract, with BusComm Incorporated; and

7 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) recommends
8 the renewal of the following bid awards at the same terms and conditions as previously bid,
9 as authorized by the original Invitation for Bid awarded by the County, for an additional
10 one-year term:

<u>BID NAME</u>
Sheriff Office Interview Room Camera and Recording System 2018
<u>AWARDED BIDDER</u>
BusComm Incorporated
<u>ORDINANCE NUMBER</u>
18-0460

17 **WHEREAS**, the Department of the Sheriff of Jefferson County, Missouri,
18 requested renewal from the awarded bidder, BusComm Incorporated to renew the contract

FILED
NOV 15 2019
KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

1 for the Sheriff Office Interview Room Camera and Recording System 2018 with the
2 County; and

3 **WHEREAS**, the Department of the Sheriff of Jefferson County, Missouri, finds it
4 is in the best interest of the County to renew the bid award for Sheriff Office Interview
5 Room Camera and Recording System 2018 for the term of 12-21-19 to 12-20-20 with
6 BusComm Incorporated with approval of the County Council and County Executive up to
7 **\$900.00 per term, for total amount not to exceed \$900.00 for the term**, subject to
8 budgetary limitations.

9 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
10 **AS FOLLOWS:**

11 Section 1. The County authorizes the renewal of the bid awards for an
12 additional one-year term as follows:

13 BID NAME

14 Sheriff Office Interview Room Camera and Recording System 2018

15 TERM

16 12-21-19 to 12-20-20

17 Upon approval of the County Council and County Executive

18 AMOUNT

19 **Up to \$900.00 per term,**

20 **for total amount not to exceed \$900.00 for the term,**

21 subject to budgetary limitations

22 AWARDED BIDDER

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BusComm Incorporated

Section 2. The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute a renewal agreement, attached hereto and incorporated herein by reference and attached as Exhibit A. The County Executive is further authorized to take any and all actions necessary to carry out the intent of this Ordinance.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses thereto, and any contracts or agreements shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

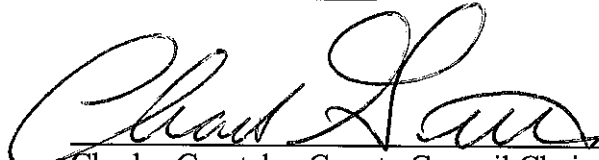
Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Tracey Perry	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 12th DAY OF November, 2019:

PASSED **FAILED**


Charles Groeteke, County Council Chair


Pat Schlette, Council Executive Assistant


THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14th DAY OF November, 2019.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2019.

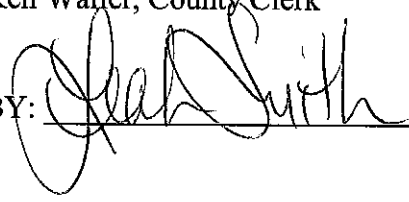


Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Ken Waller, County Clerk

BY: 

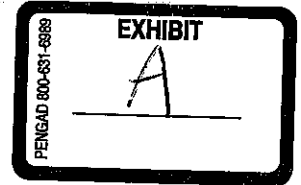
Reading Date: 11-12-2019

ORDINANCE
No. 19-0513

Invoice Number: 129622
Invoice Date: 10/8/2019
Account Number: JEFFCOSHMO
Balance Due: \$821.20

Bill To: Jefferson County Sheriffs Dept
P.O. Box 100
510 First Street
Hillsboro, MO 63050

Customer: Jefferson County Sheriffs Dept
P.O. Box 100
510 First Street
Hillsboro, MO 63050



Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
JEFFCOSHMO	Net 45	11/22/2019	\$821.20	\$821.20	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
10624-02	Vickie Pratt 636-797-5380	\$821.20		12/21/2019	12/20/2020
Contract Remarks					
Liberty Comprehensive maintenance *Payment of this invoice for the BusComm Service Agreement indicates agreement to the terms of BusComm Inc's Service Agreement.					

Summary:

Contract base rate charge for the 12/21/2019 to 12/20/2020 billing period

\$821.20

\$821.20

Detail:

Equipment included under this contract

Liberty/448508

Number	Serial Number	Base Adj.	Location
IP DOME CAMERA-B2481E	B2481E	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

FTR/6877

Number	Serial Number	Base Adj.	Location
4CH POWER SUPPLY-W12050418	W12050418	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

Liberty/Dell Optiplex 7060 Mini Tower

Number	Serial Number	Base Adj.	Location
DELL TOWER-GB3PQP2	GB3PQP2	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

Liberty/LIR2

Number	Serial Number	Base Adj.	Location
INTERVIEW RECORDER LIC-128501	128501	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

Liberty/LIR2-2CAM

Number	Serial Number	Base Adj.	Location
LIR 2ND CAMERA LICENSE -2128501	2128501	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

BusComm Incorporated

CONTRACT INVOICE

Invoice Number: 129622
Invoice Date: 10/8/2019
Account Number: JEFFCOSHMO
Balance Due: \$821.20

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 P.O. Box 100
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Customer: Jefferson County Sheriffs Dept
 P.O. Box 100
 510 First Street
 Hillsboro, MO 63050

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
JEFFCOSHMO	Net 45	11/22/2019	\$821.20	\$821.20
Invoice Remarks				

Liberty/LNM-C

Number	Serial Number	Base Adj.	Location
MONITOR/CONTROL LICENSE-2EA-1128	1128501	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

Liberty/LNM-M

Number	Serial Number	Base Adj.	Location
NETWORK MONITOR LIC-2EA-0128501	0128501	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

Liberty/M3047-P

Number	Serial Number	Base Adj.	Location
IP MINI DOME CAMERA-BF4626	BF4626	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

Liberty/MCT-10QDS-POE

Number	Serial Number	Base Adj.	Location
MIMO TABLET-Z1051180013	Z1051180013	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

Liberty/PZM-11LL

Number	Serial Number	Base Adj.	Location
WALL PLATE MIC-20594	20594	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

Liberty/Radeon 7750

Number	Serial Number	Base Adj.	Location
VIDEO CARD-10001309	10001309	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

Liberty/TS-8-PRO

Number	Serial Number	Base Adj.	Location
8 PORT POE SWITCH-263E529	263E529	\$0.00	Jefferson County Sheriffs Dept P.O. Box 100 510 First Street Hillsboro, MO 63050

Invoice Number: 129622
Invoice Date: 10/8/2019
Account Number: JEFFCOSHMO
Balance Due: \$821.20

Bill To: Jefferson County Sheriffs Dept
P.O. Box 100
510 First Street
Hillsboro, MO 63050

Customer: Jefferson County Sheriffs Dept
P.O. Box 100
510 First Street
Hillsboro, MO 63050

Invoice SubTotal	\$821.20
Tax:	\$0.00
Invoice Total	\$821.20
Balance Due:	\$821.20

**BUSCOMM INCORPORATED
REQUIRED GUARANTEED MAINTENANCE SUPPORT AGREEMENT**

This **REQUIRED GUARANTEED MAINTENANCE SUPPORT AGREEMENT** (“**Agreement**”) is effective the 21st day of December 2019 (“**Effective Date**”) by and between **BUSCOMM INCORPORATED**, a Missouri corporation (“**BusComm**”) and **Jefferson County Sheriff Department**, a Missouri corporation (“**Purchaser**”) (individually, each a “**Party**,” or collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Purchaser has a need for hardware and software maintenance of Purchaser’s Liberty System (the “**System**”);

WHEREAS, BusComm provides hardware and software maintenance support (collectively, the “**Support**”) for the System;

WHEREAS, the Parties desire to enter into this Agreement whereby BusComm will provide certain maintenance Support to Purchaser, as more fully detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. TERM AND TERMINATION

- 1.1 **Term.** The term of this Agreement shall commence on the Effective Date and will continue for one (1) year with the option to renew for one (1) additional one (1) year renewal term unless terminated by either Party upon written notice given to the other Party at least thirty (30) days prior to the end of the first year or subsequent year. No refund or pro-rating on the remainder of the Agreement is allowed. This Agreement is not transferable and becomes void upon sale of the equipment.
- 1.2 **Termination Due to End of Life.** In the event your software has been covered by a BusComm Guaranteed Maintenance Support Agreement for a minimum of four (4) years, BusComm reserves the right to terminate this Agreement based on the age of the hardware platform housing the software. BusComm will provide a minimum of forty-five (45) days notice and offer the opportunity for Purchaser to upgrade their current hardware platform to continue support.
- 1.3 **Termination With Cause.** In the event BusComm commits a material breach of any of the provisions of this Agreement, Purchaser may terminate this Agreement upon thirty (30) days written notice.
- 1.4 **Effect of Termination.** Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except for obligations accruing and becoming payable prior to the date of termination or obligations that are expressly

made to extend beyond the term.

II. OBLIGATIONS OF BUSCOMM

- 2.1 **Support.** BusComm shall provide Support to Purchaser as set forth for the System. BusComm shall begin providing Support following the warranty period.
- 2.2 **Response to Support Calls.** BusComm agrees to provide prompt response to all support calls twenty-four (24) hours per day, seven (7) days a week, and three hundred and sixty-five (365) days a year. BusComm agrees that Purchaser is a comprehensive maintenance customer and is guaranteed priority support and response to reported System issues via remote diagnostic software, a phone call, or an on-site visit. BusComm will make a diagnostic call within thirty (30) minutes of receipt of Purchaser's support request.
- 2.3 **Replacement Parts.** Replacement parts, for hardware purchased from BusComm which is listed on the Contract Invoice, will be furnished and installed by BusComm personnel (the "**Support Technicians**") at no extra charge. The parts replaced become the property of BusComm.
- 2.3.1 **Refurbished Parts.** Hardware, component parts, assemblies, or subassemblies may be replaced with new or refurbished items at BusComm's option. If parts must be replaced due to causes other than normal wear and tear, BusComm will charge the price in effect at the time for such parts and all reasonable expenses associated with BusComm's cost to replace said parts.
- 2.4 **Software Updates.** BusComm will provide and install updates to Purchaser's software during normal business hours as deemed necessary without any additional charge to Purchaser as long as this Agreement is effective and there are no payments in arrears due to BusComm. "**Updates**" are defined as any System's software in which numbers to the right of the first decimal point have increased (i.e. 8.1, 8.2, and 8.3). After normal business hours, Monday through Thursday, BusComm will bill for labor to install updates at Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per hour and travel will be billed at One Hundred Twelve and 50/100 Dollars (\$112.50) per hour
- 2.5 **Software Upgrades.** BusComm will make available software upgrades to Purchaser's software as they become available. "**Upgrades**" are defined as a numeric increase to the left of the first decimal point (i.e. 8.0, 9.0, and 10.0). During normal business hours, BusComm will bill for labor to install upgrades at One Hundred Fifty and 00/100 Dollars (\$150.00) per hour and travel will be billed at Seventy-Five and 00/100 Dollars (\$75.00) per hour. After normal business hours, Monday through Thursday, BusComm will bill for labor to install upgrades at Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per hour and travel will be billed at One Hundred Twelve and 50/100 Dollars (\$112.50) per hour.

Additionally, third party software upgrades are billable.

- 2.6 **System Availability.** Under this Agreement, BusComm agrees to work toward providing System availability approaching one hundred percent (100%). In order to do this, BusComm may, based on technical judgments made by Support Technicians, request to be able to monitor machine functions remotely, but always with the prior knowledge, approval, and cooperation of the Purchaser. At such time BusComm may also make changes to the resident software, but never in a way that would knowingly disrupt normal operations, violate security, or disturb the Purchaser's records. In addition, BusComm may, from time to time, recommend and initiate replacement of suspect component parts at no expense to the Purchaser, but with Purchaser's planned cooperation regarding replacement work. This will always be done with every intention of minimizing disruption. Finally, if BusComm deems it advisable for a Support Technician to visit and perform machine or operational remediation on site, such a trip will be initiated by BusComm, but with the full knowledge and cooperation of the Purchaser. The full expenses for such travel including per diem, living expenses and all incidental costs relating either to the trip or the support work will be paid by BusComm, resulting in no cost to the Purchaser.
- 2.7 **Environmental Conditions.** The Purchaser will maintain the environmental conditions specified. These conditions will be within the common environmental range of all System's components.

III. TITLE

- 3.1 **Title.** BusComm will retain full title to the software. The Purchaser will have a nonexclusive, nontransferable, fully paid perpetual license to use such software for its business purposes as long as it has a current Maintenance Agreement on the product, and agrees to hold in confidence all technical and trade secret information, including, without limitation, the content of and information relating to software, including source code, object code, software updates supplied by BusComm in respect thereto, all subsequent modification of code made by BusComm pursuant to maintenance and/or diagnostic evaluation, and all documentation relating to any of the foregoing. The Purchaser ensures that access to such information will be limited to employees who must have access in order to use the System efficiently for Purchasers business purposes.
- 3.2 **Diagnostic Software.** BusComm may remove its maintenance materials or diagnostic software at any time, either temporarily or permanently. The diagnostic software provided to facilitate the servicing of the System is not necessarily for the operation of basic System software.

IV. EXCLUSIONS

4.1 Excluded Support Services. Some Support Services may not be covered by this Agreement. These items may be referred to as *Move/Add/Change* and Purchaser is responsible for all charges including the cost of parts, labor, assistance over the telephone and travel relating to:

- 4.1.1 Electrical work external to the equipment;
- 4.1.2 Maintenance of accessories, attachments, machines, or other devices not furnished or manufactured by BusComm or not listed on the contract invoice;
- 4.1.3 Repair of damages resulting from accident, neglect or misuse, fluctuations of electric, temperature or humidity, failure of electrical power, or causes other than ordinary use including fires and acts of God, or resulting from moving, disconnecting, maintenance or repair of the equipment by persons other than BusComm personnel or its authorized representatives, or damages caused by installation of third-party software not purchased from and/or authorized by BusComm;
- 4.1.4 Adding or removing accessories, attachments, or other devices;
- 4.1.5 Services rendered impractical due to alterations to the equipment, or because of electrical or mechanical connections to equipment not supplied by BusComm;
- 4.1.6 Re-install of users, to include software applications;
- 4.1.7 Upgrading/Updating/Supporting any third-party software needed to support the System, including but not limited to Structured Query Language (SQL), Anti-Virus, Annual Anti-Virus Updates, RightFax Business Server or Fax Boards, Microsoft Operating System, Microsoft Word;
- 4.1.8 Installation of System Software Upgrades, defined as a numeric increase to the left of the first decimal point (i.e. 8.0, 9.0, 10.0);
- 4.1.9 New report formats;
- 4.1.10 Changes to existing report formats;
- 4.1.11 Setting up additional departments;
- 4.1.12 Installing and training additional users;
- 4.1.13 Re-training existing staff;
- 4.1.14 Reloading software due to customer upgrades/changes or computer virus infections;
- 4.1.15 Connectivity to internet service provider from remote site to customer's network;
- 4.1.16 Interfacing client's Virtual Private Network with remote site;
- 4.1.17 Removing viruses from servers or workstations caused by a lack of Customer provided Anti-Virus software being loaded or failure to update the Customer provided Anti-Virus software.

V. MODIFICATION OF AGREEMENT

- 5.1 **Modification/Deletion.** BusComm reserves the right to modify or delete any term of this Agreement by giving thirty (30) days prior written notice to the Purchaser. Purchaser may then elect to accept the Agreement with such modification(s) or deletion(s), or terminate the Agreement. Failure by the Purchaser to terminate within the thirty (30) day notice period will signify acceptance of the Agreement as amended. As used in this section, modification includes, but is not limited to, changes in price, term or the character or extent of support, including withdrawal of support for particular hardware or software systems or subsystems.

VI. CHARGES

- 6.1 **Charges.** Charges for support provided under this Agreement are invoiced on an annual basis and are payable within (30) days of receipt of invoice.
- 6.2 **Adjustment of Charges.** Additions and/or deletions in hardware or software may result in an adjustment of support charges. The support charges for hardware or software additions to the Agreement will be the current published rate at the time the equipment is added, and will be pro-rated to coincide with the anniversary date of this Agreement. Deletions will be adjusted when the Agreement renews. No refund or pro-rating on the remainder of the Agreement is allowed.
- 6.3 **Overdue Invoices.** BusComm reserves the right to withhold support for non-payment of any invoice(s) sixty (60) days beyond the Effective Date.

VII. COMPENSATION

- 7.1 **Compensation.** Purchaser shall pay BusComm Eight Hundred Twenty One and 20/100 Dollars (\$821.20) per year for Support. Unless otherwise specified, the Support and Purchaser's obligation to pay the compensation shall commence on the Effective Date under the terms described herein.

7.2 **Hourly Rate.** The following rates apply to Support not included under this Agreement. There is a one-hour minimum charge for all labor, including telephone support.

Labor

Move/Add/Change	\$150.00 per hour
After-Hours Support or Move/Add/Change	\$225.00 per hour
Sunday/Holiday* Support or Move/Add/Change	\$300.00 per hour

Travel

Normal Business Hours	\$75.00 per hour
After-Hours	\$112.50 per hour
Sunday/Holiday*	\$150.00 per hour

*The Holiday rate applies to: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

VIII. GENERAL

- 8.1 **Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties.
- 8.2 **Assignment.** Any or all of BusComm's rights or obligations under this Agreement may be assigned by BusComm, upon written consent from the Purchaser which will not be unreasonably withheld, and will be exercised by any assignee thereof.
- 8.3 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. A signature to this Agreement shall be deemed validly executed and delivered, binding and enforceable upon transmittal of the signed Agreement to the other Party by facsimile or by transmission of a PDF copy of such signed Agreement by e-mail.
- 8.4 **Damages.** In no event will BusComm be liable for any loss of data, lost charges, or special indirect or consequential damages.
- 8.5 **Delays.** BusComm's obligations hereunder are subject to delays caused by labor difficulties, fires, casualties and accidents; acts of the elements; acts of public enemy; transportation difficulties; inability to obtain equipment, materials or qualified labor sufficient to fill its orders; government interference or regulations and other causes beyond BusComm's control.
- 8.6 **Entire Agreement.** This Agreement supersedes all previous contracts or agreements between the Parties for the same Support, and constitutes the entire Agreement between the Parties. Neither Purchaser nor BusComm shall be entitled to benefits other than those specifically enumerated herein.

- 8.7 **Governing Law.** This Agreement shall be construed and governed by the laws of the state of Missouri. Unless otherwise required by law, the Parties shall submit to the jurisdiction of the courts within Jefferson County in the state of Missouri.
- 8.8 **Indemnification.** Each Party agrees to indemnify and hold the other harmless from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney's fees and court costs) arising from: (i) any negligent or willful act or omission of the Party, its agents, or employees; (ii) breach of this Agreement or (iii) violation of a Law. Notwithstanding anything to the contrary in this Agreement, a Party's obligations with respect to indemnification for acts described in this section shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which an insurer is obligated to defend or satisfy. This section 8.9 shall survive the expiration or earlier termination of this Agreement.
- 8.9 **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.
- 8.10 **Third-Party Rights.** Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third-party under this Agreement and there are no third-party beneficiaries to this Agreement.
- 8.11 **Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

[Signature Page Follows]

WHEREOF, a duly authorized officer and representative of Purchaser and BusComm have executed this Agreement on the date as indicated below.

BUSCOMM:

PURCHASER:

By: _____

Name: _____

Title: _____

BusComm Incorporated

Date: _____

By: Dennis J Gannon

Name: Dennis J Gannon

Title: County Executive

Date: 11/15/19

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.



County Auditor