



# Jackson County Health Department

## June 8 - 15, 2022

### COVID-19

#### Data

More in depth data can be found on the [JACOHD dashboard](#).

#### JACOHD

- Total Cases – 70,858
- Total Deaths – 796

#### Totals by Week:

- Cases – 493
- Deaths – 0

\*\*Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard. There has been a delay in data reporting from the state level. Therefore, these data are provisional and are subject to change.

### Current Outbreaks

Blue Hills Rest Home – 31  
 Hidden Lake Care Center – 12  
 John Knox Village Care Center – 30  
 Oak Grove Nursing and Rehab – 11

\*\*Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last case of COVID-19, and are thus removed from the list.

### JACOHD/ Jackson County Vaccine Data

Jackson County vaccine data can be found [here](#).

#### JACOHD

- Total doses administered – 88,810

#### Jackson County

- 71% of Jackson County residents have initiated vaccination; 57.9% have completed vaccination
  - Jackson County Population: 703,011
- 499,413 people have received at least one dose; 407,264 people are fully vaccinated

\*\* On April 1, 2022, Missouri updated its data dashboard and removed COVID-19 vaccine data. The COVID-19 vaccine data reflected is from the [CDC's website](#), which encompasses all of Jackson County, including Kansas City and Independence.

### JACOHD/UH Sponsored Testing

Thursday, June 16, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Friday, June 17, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Tuesday, June 21, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Wednesday, June 22, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence

Symptomatic Testing: Call 816-404-2273

### JACOHD Vaccine Clinics

Thursday, June 15, 2022	9 a.m. – 6 p.m. – 313 S Liberty St, Independence
Friday, June 16, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Tuesday, June 21, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Wednesday, June 22, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence

Residents can visit [jacohd.org/events](http://jacohd.org/events) to find clinic registration and walk-in hours.

### PPE Supply

The supply rate meets the demand rate.

### JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

### Regional Coordination Meetings

Health Care Coalition Steering Committee Meeting, Public Health Risk Communication Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource Section Support Meeting, Community Organizations Active in Disaster Meeting



# COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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CLERK OF THE COUNTY LEGISLATURE  
415 East 12th Street  
Kansas City, MO 64106

201 West Lexington, 2<sup>nd</sup> Floor  
Independence, MO 64050

## June 17 – June 23, 2022

6-17-22 Friday

NO MEETINGS –

6-20-22 Monday

COUNTY HOLIDAY - JUNETEENTH HOLIDAY

6-21-22 Tuesday

NO ANTI-CRIME, BUDGET, INTER-GOVERNMENTAL  
AFFAIRS, JUSTICE & LAW ENFORCEMENT, RULES OR  
911 OVERSIGHT COMMITTEE

9:25 A.M. Land Use Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:40 A.M. Finance & Audit Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:45 A.M. Health & Environment Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:55 A.M. Public Works Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

10:00 A.M. **LEGISLATIVE MEETING -**  
**Jackson County Courthouse, 415 East 12<sup>th</sup> Street,**  
**2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area**

6-22-2022 Wednesday

NO MEETINGS –

6-23-2022 Thursday

11:00 A.M. Land Trust of Jackson County Meeting –  
Historic Truman Courthouse, 112 W. Lexington Avenue  
2<sup>nd</sup> Floor – Small Meeting Room  
Independence, MO

Posted: 6/16/2022 8:05 AM

Persons with disabilities wishing to participate in the above meetings and who require a reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required. To put information on Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** honoring Brad Mayfield on the occasion of his induction into the Missouri Sports Hall of Fame.

**RESOLUTION NO. 20989**, June 21, 2022

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, Brad Mayfield, former Blue Springs High School baseball coach, was inducted into the Missouri Sports Hall of Fame with the Class of 2022; and,

WHEREAS, Brad is a 1969 graduate of Blue Springs High School and coaching baseball at his alma mater was his dream job; and,

WHEREAS, Brad's dream came true in 1981 when he was hired as varsity baseball coach at Blue Springs High School, a position he held until he retired in 2007; and,

WHEREAS, Brad coached state championship teams in 1999 and 2007, finished as state runner-up in 1988, and placed third in 1998; and,

WHEREAS, under Brad's leadership, Blue Springs High School baseball reached five state quarterfinals and won five other district and thirteen conference championships; and,

WHEREAS, Brad's leadership in his early coaching years brought improvements to the baseball program, including the construction of a baseball field on the high school

campus; and,

WHEREAS, after retirement Brad coached another four and a half years at Odessa High School, ending his career with 513 wins, 232 losses, and three ties; and,

WHEREAS, the Blue Springs School District has retired Brad's jersey number 22; and,

WHEREAS, throughout his summers Brad also coached three different American Legion baseball teams from 1978 to 1983 and 1998 through 2018; and,

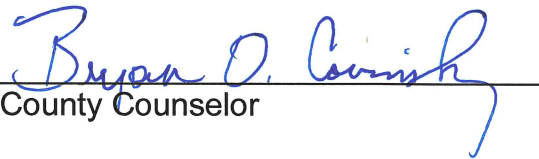
WHEREAS, Brad's wife Diane, their daughter Allison Spencer and her husband Dustin, son Andy and his wife Nikki, and grandchildren Emma, Simon, Belle, Scarlett, and Samuel all join in congratulating Brad on his accomplishments; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates Brad Mayfield on being inducted into the Missouri Sports Hall of Fame with the Class of 2022 and extends him best wishes on all of his future endeavors.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20989 of June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** congratulating Sisters in Christ on the occasion of its receipt of the 2021 Chick-fil-A True Inspiration Award Grant for its efforts to combat homelessness in our community.

**RESOLUTION NO. 20990**, June 21, 2022

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, Sisters in Christ of Raytown, Missouri is the recipient of a Chick-fil-A True Inspiration Award Grant for its efforts to transform the lives of women experiencing homelessness; and,

WHEREAS, Sisters in Christ was founded in 2014 by Carolyn Whitney as a grassroots movement confronting a fragmented and inadequate system of community support for mental health, affordable housing, and employment, particularly for the unhoused and formerly incarcerated, serving more than 500 community members in Jackson County; and,

WHEREAS, Carolyn Whitney is known as a strong voice and strategic thinker who inspires people to move forward in spite of life's challenges; and,

WHEREAS, the \$175,000.00 grant received through the True Inspiration Award will be used to support the three transitional homes managed by Sisters in Christ, Carolyn's House of Faith, Serenity House, and Habakkuk House, and the Dahomey Training Center, a minority-led workforce development program that equips women with the life

and job skills necessary to transition toward self-sufficiency; and,

WHEREAS, the programs offered by Sisters in Christ transform people in crisis by creating and weaving together a cohesive set of resources that promote physical, emotional, financial, and spiritual wholeness; and,

WHEREAS, the True Inspiration Awards were established in 2015 by Chick-fil-A's founder to recognize generosity and community service; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates Sisters in Christ on its receipt of a True Inspiration Award and expresses support for all its future endeavors.



Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20990 of June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract for the furnishing of annual software maintenance for use by the Sheriff's Office to Omnigo Software of St. Louis, MO, as a sole source purchase, at an actual cost to the County in the amount of \$80,991.00.

**RESOLUTION NO. 20991**, June 21, 2022

**INTRODUCED BY** Ronald E Finley, County Legislator

WHEREAS, the Sheriff's Office has a need for annual maintenance for its dispatch and law enforcement records management software systems; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Sheriff and Director of Finance and Purchasing recommend the award of the contract for the required annual software maintenance from Omnigo Software of St. Louis, MO, at an actual cost to the County in the amount of \$80,991.00, as a sole source purchase; and,

WHEREAS, award as a sole source is appropriate as only Omnigo Software, the developer of the Office's proprietary software, is capable of providing its maintenance; now therefore,

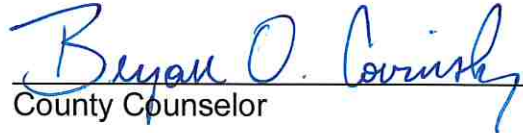
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Sheriff and Director of Finance and Purchasing, and that the Sheriff and Director be, and hereby are, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20991 of June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 4201 56662  
ACCOUNT TITLE: General Fund  
Sheriff's Office  
Software Maintenance  
NOT TO EXCEED: \$80,991.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Res. No.: 20991  
Sponsor: Ronald E. Finley  
Date: June 21, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20991
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	6/21/2022

Introduction
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Authorizing the purchase of an Annual Maintenance and Support Agreement from Omnigo Software, LLC, "Omnigo", of St. Louis, Missouri in the amount of \$80,991.

Request Summary
<p>The annual Omnigo Software, LLC, "Omnigo", Maintenance and Support Agreement needs to be renewed for the law enforcement dispatch and records management software systems used by the Sheriff's Office, at a cost of \$80,991. Omnigo is considered a Sole Source as they are the original developer and owner of the software and would provide maintenance and periodic system upgrades.</p> <p>The Agreement is necessary to ensure continued efficient access to law enforcement records and dispatching services. We are requesting authorization to purchase the Agreement pursuant to Section 1030.1 Sole Source of Chapter 10 of the Jackson County Code.</p>

Contact Information			
<b>Department:</b>	Sheriff	<b>Submitted Date:</b>	6/7/2022
<b>Name:</b>	Elizabeth A. Money	<b>Email:</b>	EMoney@jacksongov.org
<b>Title:</b>	Office Administrator	<b>Phone:</b>	816-841-8017

Budget Information			
Amount authorized by this legislation this fiscal year:			\$80,991
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$80,991
Is it transferring fund?			No
Single Source Funding:			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
001 (General Fund)	4201 (Sheriff)	56662 (Software Maintenance)	\$80,991

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20716	July 6, 2021
20471	August 10, 2020
20267	September 23, 2019

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Sole Source	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> <li>There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.</li> </ul>	

## Request for Legislative Action

### History

Submitted by Sheriff requestor: Elizabeth A. Money on 6/7/2022. Comments:

Approved by Department Approver Michael L. Montgomery on 6/7/2022 2:27:22 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/9/2022 11:29:08 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/9/2022 3:46:31 PM. Comments:

Approved by Budget Office Approver Mark Lang on 6/9/2022 4:36:47 PM. Comments: The fiscal note has been attached.

Approved by Executive Office Approver Troy Schulte on 6/9/2022 4:51:23 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 6/15/2022 1:36:51 PM. Comments:

### Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 420122005 000

Date: June 9, 2022

RES # 20991  
eRLA ID #: 553

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<b>001    General Fund</b>		
4201    Sheriff's Office	56662    Software Maintenance	\$       80,991
		<u>\$       80,991</u>

**APPROVED**  
By Mark Lang at 4:35 pm, Jun 09, 2022

Budget Office





# Office of the JACKSON COUNTY SHERIFF

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Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**TO:** Purchasing  
**CC:** Captain Ronda Montgomery  
**FROM:** Beth Money, Office Administrator  
**RE:** RLA to Purchase Omnigo Software, LLC Maintenance Agreement; Sole Source  
**DATE:** June 7, 2022

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The Sheriff's Office uses Omnigo Software, LLC, "Omnigo" (formerly Information Technologies, Inc., "ITI") for our law enforcement dispatch and records management software systems. Omnigo is the developer of the Omnigo/ITI Records Management and CAD software systems used by this office since 2002.

The Sheriff's Office has maintained a service agreement with Omnigo for the maintenance and periodic upgrades of the software systems, including major upgrades or renewals in 2003, 2006, 2009, 2013, 2015 and 2017. As the original developer and owner of the software systems, Omnigo is the Sole Source of manufacturer maintenance and service required to ensure continued efficient access to law enforcement records and dispatching services.

Quote Q-26764 for \$80,990.62 covers the time period 7/24/2022 to 7/23/2023 and is attached for review. The purchase is to be made from the following account:

General Fund – Sheriff's Office – Software Maintenance

001-4201-56662

Thank you for your consideration.

**From:** No Reply <[noreply@omnigo.com](mailto:noreply@omnigo.com)>  
**Sent:** Saturday, April 30, 2022 00:00  
**To:** Danny F. Barnes <[DBarnes@jacksongov.org](mailto:DBarnes@jacksongov.org)>; [sdandridge@itiusa.com](mailto:sdandridge@itiusa.com)  
**Cc:** [renewals@omnigo.com](mailto:renewals@omnigo.com)  
**Subject:** EXTERNAL Renewal Notification from Omnigo Software

JACKSON COUNTY SHERIFF'S OFFICE (MO)

**Quote #:**Q-26764

Thank you for your continued use of Omnigo products. You are a valued customer and we look forward to continuing our partnership to ensure safer tomorrows.

Your next term of service is as follows. This is not an invoice – you will receive your invoice within the next two months.

**Start Date:** 7/24/2022  
**End Date:** 7/23/2023  
**Billing Currency:** USD\*  
**Total Annual Subscription Cost:** \$80,990.62 USD

\*Billing Currency is USD. Please contact your Customer Success Manager with any questions.

The invoice for your next billing period will arrive within the next two months.

For invoicing purposes, please confirm the following information is accurate:

**Billing Name:** Danny Barnes  
**Billing Email:** [dbarnes@jacksongov.org](mailto:dbarnes@jacksongov.org)  
**Billing Phone #:** (816) 541-8017

If you have any questions, concerns, or changes: please contact Shannon Dandridge at 1(800) 814-4843 ext. 5231 or via email [sdandridge@itiusa.com](mailto:sdandridge@itiusa.com). If required, please send the Purchase Orders to [ar@omnigo.com](mailto:ar@omnigo.com).

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of unmanned aircraft systems, supplies, and equipment for the use by Sheriff's Office to Cloud City Drones, LLC, of Warwick, RI, under the terms and conditions of Bid No. 43-22.

**RESOLUTION NO. 20992**, June 21, 2022

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Bid No. 43-22 for the furnishing of unmanned aircraft systems, supplies, and equipment for use by the Sheriff's Office; and,

WHEREAS, a total of fifty-eight notifications were distributed and two responses were received, one of which was rejected as non-responsive, with the remaining bid from the following:

**Bidder**

Cloud City Drones  
Warwick, RI

and,

WHEREAS, pursuant to 1054.6 of the Jackson County Code, the Sheriff and Director of Finance and Purchasing recommends award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of unmanned aircraft systems, supplies and equipment for use by the Sheriff's Office under the terms and conditions of Bid 43-22 to Cloud City Drones, LLC, of Warwick, RI, as the lowest and best bid received; and,

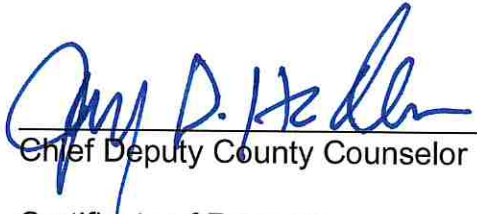
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Sheriff and Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20992 of June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Res. No.: 20992

Sponsor: Ronald E. Finley

Date: June 21, 2022

### Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20992
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	6/21/2022

### Introduction

**Action Items:** ['Award']

**Project/Title:**

Awarding a Twelve-Month (12) Term and Supply Contract with One (1) Twelve-Month (12) Option to Extend for the furnishing of Unmanned Aircraft Systems, Supplies and Equipment for use by the Sheriff's Office to Cloud City Drones, LLC, of Warwick, RI, under the terms and conditions of Invitation to Bid No. 43-22.

### Request Summary

The Sheriff's Office requires a Term and Supply Contract for the furnishing of Unmanned Aircraft Systems, Supplies and Equipment. The Purchasing Department issued Invitation to Bid No. 43-22 in response to those requirements. A total of 58 notifications were distributed and two responses were received, with one response being rejected.

Pursuant to Section 1054.6 of the Jackson County Code, the Sheriff's Office and the Purchasing Department recommends the award of a Twelve-Month (12) Term and Supply Contract with One (1) Twelve-Month (12) Option to Extend for the furnishing of Unmanned Aircraft Systems, Supplies and Equipment for use by the Sheriff's Office to Cloud City Drones, LLC, of Warwick, RI, as the lowest and best bid under the terms and conditions of Invitation to Bid No. 43-22.

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation. The annual estimated use by the Sheriff's Office is \$50,000.

### Contact Information

<b>Department:</b>	Sheriff	<b>Submitted Date:</b>	6/7/2022
<b>Name:</b>	Elizabeth A. Money	<b>Email:</b>	EMoney@jacksongov.org
<b>Title:</b>	Office Administrator	<b>Phone:</b>	816-541-8017

### Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No

## Request for Legislative Action

Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20168	June 3, 2019

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none"> <li>This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.</li> </ul>

## Request for Legislative Action

### History

Submitted by Sheriff requestor: Elizabeth A. Money on 6/7/2022. Comments:

Approved by Department Approver Michael L. Montgomery on 6/7/2022 2:47:37 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/9/2022 11:30:24 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/9/2022 3:45:30 PM. Comments:

Approved by Budget Office Approver Mark Lang on 6/9/2022 4:13:07 PM. Comments: No fiscal note required for T&S contracts.

Approved by Executive Office Approver Troy Schulte on 6/9/2022 4:53:15 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 6/15/2022 1:37:43 PM. Comments:





# Office of the JACKSON COUNTY SHERIFF

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Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**TO:** Katelyn Edgar, Purchasing  
**FROM:** Beth Money, Office Administrator  
**CC:** Sgt. John Payne  
**RE:** Recommendation Memo 43-22 – Cloud City Drones, LLC  
**Date:** May 23, 2022

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The Sheriff's Office has an ongoing need for vendors to provide unmanned aircraft systems, supplies and equipment. UAS Program Facilitator Jeff Roberts has reviewed the bid submitted by Cloud City Drones, LLC. Their products and services will meet our needs; therefore, we recommend awarding the contract to Cloud City Drones, LLC.

The Sheriff's Office will spend approximately \$50,000 annually using this contract.

						<b>Cloud City Drones, LLC Warwick, RI</b>	
						<b>Total Cost</b>	\$32,034.00
						<b>Selected #</b>	21
						<b>Selected (\$)</b>	\$32,034.00
#	Items	Selected	Lowest	Quantity Required	UnitPrice	TotalCost	
0							
#0-1	DJI Matrice M30T UAS Aircraft System	\$11,343.00	\$11,343.00	1 Each	\$11,343.00	<b>\$11,343.00</b>	
#0-2	DJI BS30 Battery Station	\$999.00	\$999.00	1 Each	\$999.00	<b>\$999.00</b>	
#0-3	DJI TB30 Intelligent Flight Battery	\$329.00	\$329.00	1 Each	\$329.00	<b>\$329.00</b>	
#0-4	DJI RC Plus Remote Controller	\$1,600.00	\$1,600.00	1 Each	\$1,600.00	<b>\$1,600.00</b>	
#0-5	Wingsland Z15 Gimbal Spotlight	\$2,500.00	\$2,500.00	1 Each	\$2,500.00	<b>\$2,500.00</b>	
#0-6	DJI Matrice 300 RTK Dual Gimbal Connector	\$250.00	\$250.00	1 Each	\$250.00	<b>\$250.00</b>	
#0-7	PRS Parachute System for DJI Matrice 300 RTK	\$3,600.00	\$3,600.00	1 Each	\$3,600.00	<b>\$3,600.00</b>	
#0-8	DJI Mini 2 Aircraft Fly More Combo	\$599.00	\$599.00	1 Each	\$599.00	<b>\$599.00</b>	
#0-9	DJI Mini 2 Intelligent Flight Battery	\$55.00	\$55.00	1 Each	\$55.00	<b>\$55.00</b>	
#0-10	DJI Mini 2 360-Degree Propeller Guard	\$19.00	\$19.00	1 Each	\$19.00	<b>\$19.00</b>	
#0-11	DJI Mini 2 Prop Guard Compatible Cases	\$269.00	\$269.00	1 Each	\$269.00	<b>\$269.00</b>	
#0-12	Mini 2 Front Left Arm Module BC MA SS000228.01	\$12.00	\$12.00	1 Each	\$12.00	<b>\$12.00</b>	
#0-13	Mini 2 Front Right Aircraft Arm Module BC MA SS000229.01	\$12.00	\$12.00	1 Each	\$12.00	<b>\$12.00</b>	
#0-14	DJI Care Enterprise Basic for Matrice M30T	\$0.00	\$0.00	1 Each	\$0.00	<b>\$0.00</b>	
#0-15	DJI Care Enterprise Basic for Matrice 300 RTK	\$0.00	\$0.00	1 Each	\$0.00	<b>\$0.00</b>	
#0-16	DJI Care Enterprise Basic for Mini 2	\$49.00	\$49.00	1 Each	\$49.00	<b>\$49.00</b>	
#0-17	DJI Care Enterprise Plus for Matrice M30T	\$0.00	\$0.00	1 Each	\$0.00	<b>\$0.00</b>	
#0-18	DJI Care Enterprise Plus for Matrice 300 RTK	\$0.00	\$0.00	1 Each	\$0.00	<b>\$0.00</b>	
#0-19	DJI Care Enterprise Plus for Mini 2	\$0.00	\$0.00	1 Each	\$0.00	<b>\$0.00</b>	
#0-20	Enterprise Aircraft Firmware and Hardware Technical Support	\$0.00	\$0.00	1 Each	\$0.00	<b>\$0.00</b>	
#0-21	Trade Two (2) H20T Used Senor Systems (Camera Payload) for H20N Senor Systems	\$10,398.00	\$10,398.00	2	\$5,199.00	<b>\$10,398.00</b>	



# 43-22 - Unmanned Aircraft Systems, Supplies and Equipment

## Project Overview

Project Details	
Reference ID	43-22
Project Name	Unmanned Aircraft Systems, Supplies and Equipment
Project Owner	Katelyn Edgar
Project Type	ITB
Department	Sheriff's Office
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking bids for the furnishing of Unmanned Aircraft Systems, Supplies and Equipment for the use by the Jackson County, Missouri Sheriff's Office.
Open Date	Apr 12, 2022 4:00 PM CDT
Close Date	May 10, 2022 2:00 PM CDT



## Seal status

Requested Information	Unsealed on	Unsealed by
Standard Contract	May 10, 2022 2:03 PM CDT	Katelyn Edgar
Affidavit	May 10, 2022 2:03 PM CDT	Katelyn Edgar
Certificate of Compliance	May 10, 2022 2:03 PM CDT	Katelyn Edgar
Statement of Contractor's Qualifications	May 10, 2022 2:03 PM CDT	Katelyn Edgar
Acknowledgement of Receipt of Addenda	May 10, 2022 2:03 PM CDT	Katelyn Edgar
Exhibit F, Bidder's Exceptions	May 10, 2022 2:03 PM CDT	Katelyn Edgar
Contractor's Utilization Plan	May 10, 2022 2:03 PM CDT	Katelyn Edgar
Greater Kansas City Metropolitan Area Memo, Item 4.1.10	May 10, 2022 2:03 PM CDT	Katelyn Edgar
Documentation that Contractor is an Authorized DJI Pro Dealer or Enterprise Dealer, Item 4.1.9	May 10, 2022 2:03 PM CDT	Katelyn Edgar
Pricing Sheet for Invitation to Bid No. 43-22 (BT-18FX)	May 10, 2022 2:03 PM CDT	Katelyn Edgar
Questionnaire for Invitation to Bid No. 43-22 (Q-08CE)	May 10, 2022 2:03 PM CDT	Katelyn Edgar



## Questions and Answers

### Axon Enterprise, Inc.

#### Greater KS City Metro Area Memo

*Sales Operations, Apr 19, 2022 3:41 PM CDT*

RFP Language: If bidder is not located in the Greater Kansas City Metropolitan Area, bidder must provide detailed information with their bid on how the specifications of this Invitation to Bid will be met. Jackson County, Missouri reserves the right to determine if bidder's information on contract performance is acceptable. Question: Would the County provide clarification on which specifications need detailed responses? Where are these located within the documents?

*Katelyn Edgar, Apr 20, 2022 9:58 AM CDT*

It is more of a general statement; if you are not local to the Kansas City Metro Area, how will you provide unmanned aircraft systems, supplies and equipment to the Jackson County, Missouri Sheriff's Office.



## Cloud City Drones, LLC

### Missing Requested Information

*Katelyn Edgar, May 11, 2022 8:59 AM CDT*

Good Morning, In review of you submitted bid for ITB No. 43-22, there is some missing information that needs to be cleared up before consideration: Item 4.1.2; Please complete the entire form (with your information), signed by a notary and return. Item 4.1.8; Contractor's Utilization Page, last page is missing, please complete, signed by a notary and return. Item 4.1.10; Please submit a memo on letterhead to meet this requirement. If this information is in your submitted bid, please indicate where the information may be found. If not, please have this information submitted to be by 5:00pm CDT on Friday, May 13, 2022. If you have any questions, please feel free to reach out to me. Thank you

*Katelyn Edgar, May 11, 2022 9:34 AM CDT*

I also noticed an error in scoring the Questionnaire you submitted. You selected Offered, meaning you offer discounts for all listed items, however you stated the discount is 0. Is this correct? If not, please complete the attached spreadsheet and return with your offered discounts. Thank you

*Katelyn Edgar, May 12, 2022 11:00 AM CDT*

Please see attached for the incomplete Affidavit and Contractor's Utilization Plan. You will have to create a memo on your letterhead to meet the requirement of 4.1.10. there isn't a form associated with this requirement. Thank you



## Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Cloud City Drones, LLC	May 05, 2022 3:16 PM CDT	Chris Williams	amy@cloudcitydrones.com	MjExMjM2
Axon Enterprise, Inc.	May 10, 2022 12:57 PM CDT	Sales Operations	contracts@axon.com	MjEyMjM0



## Project Criteria

Criteria	Points	Description
<b>A - Proposal</b>	<b>0 pts</b>	
A-1 - Documentation that Contractor is an Authorized DJI Pro Dealer or Enterprise Dealer	Pass/Fail	
<b>B - Forms</b>	<b>0 pts</b>	
B-1 - Standard Contract	Pass/Fail	
B-2 - Affidavit	Pass/Fail	
B-3 - Certificate of Compliance	Pass/Fail	
B-4 - Statement of Contractor's Qualifications	Pass/Fail	
B-5 - Receipt of Addenda	Pass/Fail	
B-6 - Exhibit F, Bidder's Exceptions	Pass/Fail	
B-7 - Contractor's Utilization Plan	Pass/Fail	





B-8 - Greater Kansas City Memo	Pass/Fail	
<b>D - Questionnaire for Invitation to Bid No. 43-22 (Q-08CE)</b>	<b>0 pts</b>	
D-1 - Catalog or Internet Site Discount	0 pts	
<b>Total</b>	<b>0 pts</b>	



# Scoring Summary

## Active Submissions

	Total	A - Proposal	A-1 - Documentation that Contractor is an Authorized DJI Pro Dealer or Enterprise Dealer	B - Forms	B-1 - Standard Contract
Supplier	/ 0 pts	/ 0 pts	Pass/Fail	/ 0 pts	Pass/Fail
Cloud City Drones, LLC	0 pts	0 pts	Pass	0 pts	Pass



	<b>B-2 - Affidavit</b>	<b>B-3 - Certificate of Compliance</b>	<b>B-4 - Statement of Contractor's Qualifications</b>	<b>B-5 - Receipt of Addenda</b>	<b>B-6 - Exhibit F, Bidder's Exceptions</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Cloud City Drones, LLC	Pass	Pass	Pass	Pass	Pass

	<b>B-7 - Contractor's Utilization Plan</b>	<b>B-8 - Greater Kansas City Memo</b>	<b>D - Questionnaire for Invitation to Bid No. 43-22 (Q-08CE)</b>	<b>D-1 - Catalog or Internet Site Discount</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 0 pts</b>	<b>/ 0 pts</b>
Cloud City Drones, LLC	Pass	Pass	0 pts	0 pts



## Eliminated Submissions

	<b>A - Proposal</b>	<b>A-1 - Documentation that Contractor is an Authorized DJI Pro Dealer or Enterprise Dealer</b>	<b>B - Forms</b>	<b>B-1 - Standard Contract</b>	<b>B-2 - Affidavit</b>
<b>Supplier</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Axon Enterprise, Inc.	0 pts	Pass	0 pts	Pass	Pass

	<b>B-3 - Certificate of Compliance</b>	<b>B-4 - Statement of Contractor's Qualifications</b>	<b>B-5 - Receipt of Addenda</b>	<b>B-6 - Exhibit F, Bidder's Exceptions</b>	<b>B-7 - Contractor's Utilization Plan</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Axon Enterprise, Inc.	Pass	Pass	Pass	Fail	Pass



	<b>B-8 - Greater Kansas City Memo</b>	<b>D - Questionnaire for Invitation to Bid No. 43-22 (Q-08CE)</b>	<b>D-1 - Catalog or Internet Site Discount</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>/ 0 pts</b>	<b>/ 0 pts</b>
Axon Enterprise, Inc.	Fail	-	-



## Reason

Supplier	Disqualified by	Reason
Axon Enterprise, Inc.	Katelyn Edgar	Bidder taking Exceptions to General Conditions and Insurance.



# Proposal Scores

## Cloud City Drones, LLC - Scoring Summary

### Evaluation Group 1 - Purchasing Evaluation

	<b>A - Proposal</b>	<b>A-1 - Documentation that Contractor is an Authorized DJI Pro Dealer or Enterprise Dealer</b>	<b>B - Forms</b>	<b>B-1 - Standard Contract</b>	<b>B-2 - Affidavit</b>
<b>Reviewer</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Katelyn Edgar	0 pts	Pass	0 pts	Pass	Pass
	<b>Average:</b>	<b>Pass</b>	<b>Average:</b>	<b>Pass</b>	<b>Pass</b>
		↓		↓	↓
<b>Calculated:</b>	<b>0 pts</b>	<b>Pass</b>	<b>0 pts</b>	<b>Pass</b>	<b>Pass</b>



	<b>B-3 - Certificate of Compliance</b>	<b>B-4 - Statement of Contractor's Qualifications</b>	<b>B-5 - Receipt of Addenda</b>	<b>B-6 - Exhibit F, Bidder's Exceptions</b>	<b>B-7 - Contractor's Utilization Plan</b>
<b>Reviewer</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Katelyn Edgar	Pass	Pass	Pass	Pass	Pass
	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>
	↓	↓	↓	↓	↓
<b>Calculated:</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>





	<b>B-8 - Greater Kansas City Memo</b>
<b>Reviewer</b>	<b>Pass/Fail</b>
Katelyn Edgar	Pass
	<b>Pass</b>
	↓
<b>Calculated:</b>	<b>Pass</b>



## Evaluation Group 2 - Department Evaluation

	D - Questionnaire for Invitation to Bid No. 43-22 (Q-08CE)	D-1 - Catalog or Internet Site Discount
Reviewer	/ 0 pts	/ 0 pts
Katelyn Edgar	0 pts	0 pts
Evaluator 1	0 pts	0 pts
	Average:	0 pts
		↓
Calculated:	0 pts	0 pts



## Axon Enterprise, Inc. - Scoring Summary (Eliminated)

### Evaluation Group 1 - Purchasing Evaluation

	<b>A - Proposal</b>	<b>A-1 - Documentation that Contractor is an Authorized DJI Pro Dealer or Enterprise Dealer</b>	<b>B - Forms</b>	<b>B-1 - Standard Contract</b>	<b>B-2 - Affidavit</b>
<b>Reviewer</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Katelyn Edgar	0 pts	Pass	0 pts	Pass	Pass
	<b>Average:</b>	<b>Pass</b>	<b>Average:</b>	<b>Pass</b>	<b>Pass</b>
		↓		↓	↓
<b>Calculated:</b>	<b>0 pts</b>	<b>Pass</b>	<b>0 pts</b>	<b>Pass</b>	<b>Pass</b>



	<b>B-3 - Certificate of Compliance</b>	<b>B-4 - Statement of Contractor's Qualifications</b>	<b>B-5 - Receipt of Addenda</b>	<b>B-6 - Exhibit F, Bidder's Exceptions</b>	<b>B-7 - Contractor's Utilization Plan</b>
<b>Reviewer</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Katelyn Edgar	Pass	Pass	Pass	Fail	Pass
	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Fail</b>	<b>Pass</b>
	↓	↓	↓	↓	↓
<b>Calculated:</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Fail</b>	<b>Pass</b>



	<b>B-8 - Greater Kansas City Memo</b>
<b>Reviewer</b>	<b>Pass/Fail</b>
Katelyn Edgar	Fail
	<b>Fail</b>
	↓
<b>Calculated:</b>	<b>Fail</b>



## Evaluation Group 2 - Department Evaluation

	D - Questionnaire for Invitation to Bid No. 43-22 (Q-08CE)	D-1 - Catalog or Internet Site Discount
Reviewer	/ 0 pts	/ 0 pts
Katelyn Edgar	-	-
Evaluator 1	-	-
	<b>Average:</b>	-
		↓
<b>Calculated:</b>	-	-



## Proposal Score Comments

### Cloud City Drones, LLC - Scoring Comments

#### A-1 - Documentation that Contractor is an Authorized DJI Pro Dealer or Enterprise Dealer - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

#### B-1 - Standard Contract - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

#### B-2 - Affidavit - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Notarized Form uploaded to Internal Files.



### B-3 - Certificate of Compliance - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass; Uploaded in Internal Files.

### B-4 - Statement of Contractor's Qualifications - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-5 - Receipt of Addenda - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass





### B-6 - Exhibit F, Bidder's Exceptions - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-7 - Contractor's Utilization Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Notarized Form uploaded to Internal Files.

### B-8 - Greater Kansas City Memo - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Proposal Introduction uploaded to Internal Files.



## Axon Enterprise, Inc. - Scoring Comments (Eliminated)

### A-1 - Documentation that Contractor is an Authorized DJI Pro Dealer or Enterprise Dealer - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-1 - Standard Contract - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-2 - Affidavit - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass



### B-3 - Certificate of Compliance - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass; Uploaded in Internal Files.

### B-4 - Statement of Contractor's Qualifications - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-5 - Receipt of Addenda - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass



### B-6 - Exhibit F, Bidder's Exceptions - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Fail	Does not meet the requirement(s)	Exceptions Stated.

### B-7 - Contractor's Utilization Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-8 - Greater Kansas City Memo - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Fail	Does not meet the requirement(s)	Did not state HOW they will specifications.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing, installation, and repair of emergency equipment for use by the Sheriff's Office to 911 Custom of Overland Park, KS, as a sole source purchase.

**RESOLUTION NO. 20993**, June 21, 2022

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, the Sheriff's Office has a need for the acquisition, installation, and repair of emergency equipment for use in its fleet vehicles; and,

WHEREAS, the Sheriff's Office desires to continue to use Whelan equipment to ensure ease of maintenance, and to avoid the need to stock replacement parts from multiple manufacturers; and,

WHEREAS, 911 Custom of Overland Park, KS, is the only authorized dealer for Whelan equipment in the greater Kansas City metropolitan area; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Sheriff and the Director of Finance and Purchasing recommend the award of a twelve-month term and supply contract with two twelve-month options to extend for the furnishing, installation, and repair of emergency equipment for use by the Sheriff's Office to 911 Custom of Overland Park, KS, as a sole source purchase; now therefore,

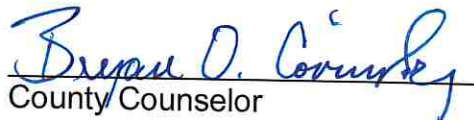
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Sheriff and Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20993 of June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino  
Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Resolution No.: 20993  
Sponsor: Ronald E. Finley  
Date: June 21, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20993
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	6/21/2022

Introduction
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding a Twelve-Month (12) Term and Supply Contract with One (1) Twelve-Month (12) Option to Extend for the acquisition, installation, and repair of emergency equipment for use by the Sheriff's Office to 911 Custom, LLC, of Overland Park, Kansas, as a Sole Source purchase.

Request Summary
<p>The Sheriff's Office requires a Term and Supply Contract for the acquisition, installation, and repair of emergency equipment on fleet vehicles. 911 Custom of Overland Park, Kansas, is the only authorized distributor of Whelen Engineering emergency equipment that is located within 50 miles of the Greater Kansas City metropolitan area. The Sheriff's Office wants to continue to use Whelen equipment to ensure ease of maintenance and to avoid the need to procure replacement parts from multiple manufacturers. 911 Custom is also certified to install other specialized emergency equipment on fleet vehicles, such as ELSAG mounted license plate readers, StarChase GPS dart systems, and WatchGuard dashboard camera systems.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Sheriff's Office and the Purchasing Department recommends the award of a Twelve-Month (12) Term and Supply Contract with One (1) Twelve-Month (12) Option to Extend for the acquisition, installation, and repair of emergency equipment for use by the Sheriff's Office to 911 Custom, LLC, of Overland Park, Kansas, as a Sole Source purchase.</p> <p>This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation. The annual estimated use by the Sheriff's Office is \$250,000.</p>

Contact Information			
<b>Department:</b>	Sheriff	<b>Submitted Date:</b>	6/8/2022
<b>Name:</b>	Elizabeth A. Money	<b>Email:</b>	EMoney@jacksongov.org
<b>Title:</b>	Office Administrator	<b>Phone:</b>	816-541-8017

Budget Information	
Amount authorized by this legislation this fiscal year:	\$ 0



## Request for Legislative Action

Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20188	July 1, 2019

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Sole Source
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Sole Source	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each</li> </ul>	

## Request for Legislative Action

using agency places its order.

### History

Submitted by Sheriff requestor: Elizabeth A. Money on 6/8/2022. Comments:

Approved by Department Approver Michael L. Montgomery on 6/8/2022 11:31:12 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/9/2022 12:07:51 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/9/2022 1:14:50 PM. Comments:

Approved by Budget Office Approver Mark Lang on 6/9/2022 3:28:10 PM. Comments: No fiscal note required for T&S contracts.

Approved by Executive Office Approver Troy Schulte on 6/9/2022 4:54:11 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 6/15/2022 1:38:27 PM. Comments:



# Office of the JACKSON COUNTY SHERIFF

---

Sheriff Darryl Forté

**TO:** Purchasing Department  
**FROM:** Sgt. J. Payne #23, Support Services Division  
**DATE:** 06-07-2022  
**SUBJECT:** Recommendation for Vendor: 911 Custom of Overland Park, KS

Sir,

In consideration if the expiring Term and Supply Contract No., SS20188, the Jackson County Sheriff's Office would recommend a new Sole Source Term and Supply Contract be awarded to 911 Custom of Overland Park, KS

- **911 Custom of Overland Park, KS is:**
  - The only authorized Whelen Master Distributor within 50 miles of the greater Kansas City area.
  - The only vendor in the greater Kansas City area with certified installers (necessary to maintain the warranties on the emergency equipment).
  - Able to service all types of emergency equipment (ELSAG license plate readers, StarChase GPS dart systems, WatchGuard camera systems, and Whelen lights and siren systems) on vehicles operated by the Sheriff's Office.
  - Provided good communication and supervision necessary for emergency equipment installation, maintenance, and repair.
  - Has the facilities equipped and supplied to install, service, and repair the referenced equipment.
  - Completes the requested installation, repairs, and service in a timely manner.

It is estimated the Sheriff's Office could spend approximately \$250,000.00 annually with this vendor for installs, maintenance, and repairs to the referenced systems.

Thank you for your consideration,

Sgt. John Payne

Support Services Supervisor



5/20/22

To whom it may concern,

Whelen Engineering is pleased to announce that 911 Custom, located at 6970 West 152<sup>nd</sup> Terrace Overland Park, KS 66223, is a Whelen Authorized Master Distributor. 911 Custom is the largest Master Distributor in their region (KS, MO, NE, OK) and the only Whelen Master Distributor located within 50 miles of the great Kansas City area.

If further information is needed, please do not hesitate to contact me.

Sincerely,

Michael Young  
Central Regional Sales Manager  
Whelen Engineering Company, Inc.  
C: 317-361-9343  
[myoung@whelen.com](mailto:myoung@whelen.com)

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute an Extension to the Cooperative Agreement with ArtsKC for the development of an arts strategic plan for Jackson County, at a cost to the County not to exceed \$250,000.00.

**RESOLUTION NO. 20994**, June 21, 2022

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, by Resolution 20681, dated May 17, 2021, the Legislature authorized the execution of a Cooperative Agreement with ArtsKC to develop and execute a strategic plan for the proposed Arts Council, including, but not limited to, community engagement, infrastructure, and measurement of social and economic outcomes to aid future policy and funding decisions; and,

WHEREAS, the execution of an Extension to the Cooperative Agreement, will provide for the continuation of these services in 2022 at a cost to the County not to exceed \$250,000.00; and,

WHEREAS, the execution of such an Extension, is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

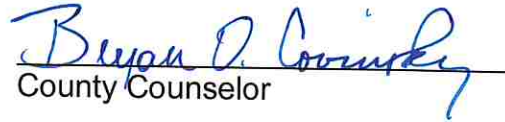
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an Extension to the Cooperative Agreement with ArtsKC, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payments on the Agreement and Extension.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached ordinance, Resolution No. 20994, introduced on June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 002 1021 56789  
ACCOUNT TITLE: Health Fund  
Jackson County Arts Commission  
Outside Agency Funding  
NOT TO EXCEED: \$250,000.00

6/15/2022  
Date

  
Chief Administrative Officer

# Request for Legislative Action

Resolution No.: 20994  
Sponsor: Crystal Williams  
Date: June 21, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20994
Sponsor(s):	Crystal J. Williams	Legislature Meeting Date:	6/21/2022

Introduction
<b>Action Items:</b> ['Authorize', 'Courtesy']
<b>Project/Title:</b>
Adopting the Jackson County Arts and Culture Strategic Plan; and authorizing the County Executive to execute a \$250,000 contract with ArtsKC for Year 2 of the work to advance arts and culture infrastructure in Jackson County

Request Summary
<p>This resolution asks for adoption by the County Legislature of the Jackson County Arts + Culture Strategic Plan for Years 2021-2023 for Advancing Arts and Culture Infrastructure. This plan was developed by a 16 member Cultural Arts Advisory Committee of Jackson County arts stakeholders. The co-chairs were Jalen Anderson of the Jackson County Legislature and Sean O'Harrow of the Kemper Museum of Contemporary Art.</p> <p>This resolution further authorizes the County Executive to execute an extension on \$250,000 contract with ArtsKC for a second year to continue implementation and development of this plan including \$130,000 for impact investments into small and medium Jackson County arts organizations that expand and enrich the overall quality and health of Jackson Countians.</p>

Contact Information			
<b>Department:</b>	County Executive Office	<b>Submitted Date:</b>	4/19/2022
<b>Name:</b>	Troy Schulte	<b>Email:</b>	TSchulte@jacksongov.org
<b>Title:</b>	County Administrator	<b>Phone:</b>	816-881-1079

Budget Information			
Amount authorized by this legislation this fiscal year:			\$250,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$250,000
Is it transferring fund?			No
Single Source Funding:			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
002 (Health Fund)	1021 (Jackson County Arts Commission)	56789 (Outside Agency Funding)	\$250,000



## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20681	May 17, 2021

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Not bid - not reviewed	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.</li> </ul>	

## Request for Legislative Action

History

## Request for Legislative Action

This eRLA has been previously submitted and restarted. Original comments are below.

Submitted by County Executive Office requestor: Troy Schulte on 4/19/2022 12:00:00 AM. Comments: Final strategic plan document will be submitted later this week once final edits are completed.

Approved by Department Approver Sylva Stevenson on 5/11/2022 3:55:27 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 5/12/2022 2:09:44 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 5/12/2022 2:32:36 PM. Comments:

Approved by Budget Office Approver Mark Lang on 5/12/2022 3:36:09 PM. Comments: The fiscal note has been re-attached.

Approved by Executive Office Approver Troy Schulte on 5/13/2022 4:22:57 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 5/31/2022 12:33:27 PM. Comments: Please adjust to be \$250k extension to our existing contract. Thanks!

Resubmitted by Requestor Troy Schulte on 6/6/2022 12:52:59 PM. Comments:

New comments begin here.

Submitted by County Executive Office requestor: Troy Schulte on 4/19/2022. Comments: Final strategic plan document will be submitted later this week once final edits are completed.

Approved by Department Approver Troy Schulte on 6/7/2022 10:58:17 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 6/7/2022 1:26:23 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/7/2022 2:21:48 PM. Comments:

Approved by Budget Office Approver Mark Lang on 6/7/2022 2:42:21 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 6/8/2022 3:55:17 PM. Comments:  
June 15, 2022

eRLA #485

Page 4 of 4

Approved by Counselor's Office Approver Katherine Henry on 6/15/2022 1:39:10 PM. Comments:

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC# 102122001 000

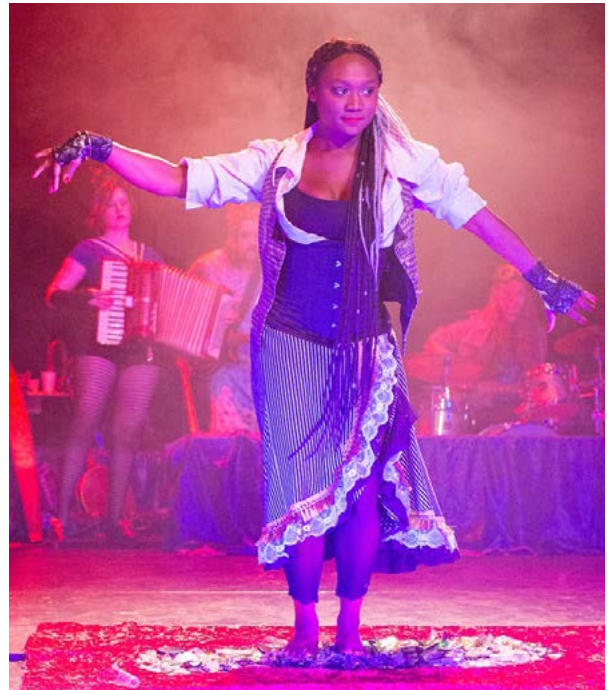
Date: April 26, 2022

RES # 20994  
eRLA ID #: 485

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<b>002 Health Fund</b>		
1021 Jackson County Arts Comission	56789 Outside Agency Funding	\$ 250,000
		<u>\$ 250,000</u>

**APPROVED**  
*By Mark Lang at 10:52 am, Apr 26, 2022*

Budget Office



2021-2023  
**Jackson County, Missouri**  
Advancing Arts and Culture Infrastructure

## STATEMENT OF GRATITUDE

ArtsKC would like to extend our sincere gratitude to all of our collaborators and partners who are making this extensive initiative possible. We would especially like to thank Patty Gentrup, Rebecca Gillam, Lauren Palmer, GK Callahan, as well as the following members of the Cultural Arts Advisory Committee, who offered steady guidance and support throughout this project:

Co-Chair Jalen Anderson // *Jackson County Legislature*  
Co-Chair Sean O'Harrow // *Kemper Museum of Contemporary Art*  
Brook Balentine // *Health Care Collaborative*  
Jose Faus // *Artist*  
Sidonie Garrett // *Heart of America Shakespeare Festival*  
Roxane Hill // *Wonderscope Children's Museum*  
Sandy Kessinger // *Grandview Educational Foundation*  
Glenda Masters // *City of Lee's Summit*  
Jenny Mendez // *Mattie Rhodes Center*  
Jennifer Owens // *Owens/Cox Dance Group*  
Uzziel Pecina // *Artist & University of Missouri - Kansas City*  
Brent Schondelmeyer // *Community Member*  
Jim Staley // *Mid-Continent Public Library*  
Michael Toombs // *Artist & StoryTellers, Inc.*  
Maria Vasquez Boyd // *Artist & KKFI*  
Carmaletta Williams // *Black Archives of Mid-America*

In addition to our project partners, we want to extend our heartfelt appreciation to the office of the Jackson County Executive, the office of the Jackson County Administrator, and the Jackson County Legislature, who unanimously approved this endeavor, demonstrating their commitment to the arts and creative industries of our county. We hope their leadership and vision will be a catalyst for similar municipalities in our region.

*With gratitude,*

**Dana M. Knapp**  
*President & CEO*  
ArtsKC - Regional Arts Council

**Branden D.S. Haralson**  
*Senior Manager, Public Policy &  
Government Relations*  
ArtsKC - Regional Arts Council



## JACKSON COUNTY ARTS + CULTURE STRATEGIC PLAN

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*Cover photos (clockwise from top): Harmony Project KC, Martika Daniels by Wolfe Brack, and ceramic photo courtesy of Philipp Eirich.  
All illustrations throughout this report were created by Sara O'Keefe.*

## ADVANCING ARTS + CULTURE INFRASTRUCTURE

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## APPENDICES\*

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<b>APPENDICES</b>	
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Our Tomorrows.....	

\*The appendices contain full details including research, data, focus group information, and sensemaking responses. [You can view the appendices via this hyperlink.](#)





In Spring 2020, Jackson County set out on an ambitious process to establish a strategic plan for arts and culture in our community. The process was designed to engage the diversity of the county – from race and ethnicity to socioeconomic differences and age to the urban core and unincorporated areas to artists and audiences.

What we found through listening to our community’s aspirations and stories was that arts and culture means so much more than the performance or the painting themselves, or the gallery or the event. It is a means to build community, to overcome barriers, to heal, to celebrate, to express oneself and to feel connected.



Arts and culture make considerable and necessary contributions to the well-being of communities. Arts and culture are powerful tools with which to engage communities in various levels of change. They are a means to public dialogue, contribute to the development of a community’s creative learning, create healthy communities capable of action, provide a powerful tool for community mobilization and activism, and help build community capacity and leadership.

*Creative City Network of Canada*

Ultimately, what was developed is a guide to:

- / Support arts in all its forms throughout the County
- / Foster collaboration among arts organizations
- / Ensure diverse audiences participate in and have access to arts
- / Build a greater appreciation for arts and arts education

Here you’ll find the community’s vision for what arts and culture can be for Jackson County and a script for advancing that vision. We look forward to realizing together all that can be.

Cultural Arts Advisory Committee Co-Chairs

**Sean Hoang O’Harrow, Ph.D.**  
*Executive Director*  
Kemper Museum of Contemporary Art

**Jalen Anderson**  
*1<sup>st</sup> District At Large Legislator*  
Jackson County

*Photo: Nelson-Atkins Museum of Art*

# VISION

Jackson County is a place where arts and culture are accessible, connect diverse communities through a sustainable ecosystem, and are integrated in all aspects of our lives.

---

## Key Performance Areas & Strategic Priorities

Key performance areas (KPA) are categories in which Jackson County must have success to achieve its vision for arts and culture. Five KPAs were identified, and an outcome statement established for each. To make progress toward achieving the outcomes in each of the KPAs, strategic priorities were identified.

### KEY PERFORMANCE AREAS

accessibility // education // infrastructure // partnerships // marketing



My hope is that someday  
**the arts will be considered as significant**  
in everyone's lives as breathing fresh air,  
eating clean foods, and performing physical exercise.

---

*Renee Phillips*

*Director and Curator, Manhattan Arts International*



Arts and culture provide opportunities to cross boundaries, experience different cultures, different generations and connect with other people & their stories.”

October 2021

Community Conversation Participant



Harmony Project KC

## Accessibility // Art is For All

Jackson County will provide comprehensive access to arts and culture, supporting affordability, physical access, transportation, and education through equitable funding, communication, and inclusion in planning, policy, and decision-making.

- / Identify and provide funding to address social and cultural, physical, and economic barriers to accessing arts
- / Prioritize equitable support for arts and culture experiences across urban, rural, and suburban communities.
- / Adopt public policy that prioritizes arts and humanities education in classrooms.
- / Increase availability of multi-language and inclusive art experiences through targeted investments in existing and new opportunities and resources.
- / Promote, maintain, and utilize an accessible arts and culture asset map.



Art is inspiring  
and **enhances our**  
**quality of life** and provides  
a way to grow, learn,  
and teach.

October 2021

Community Conversation Participant

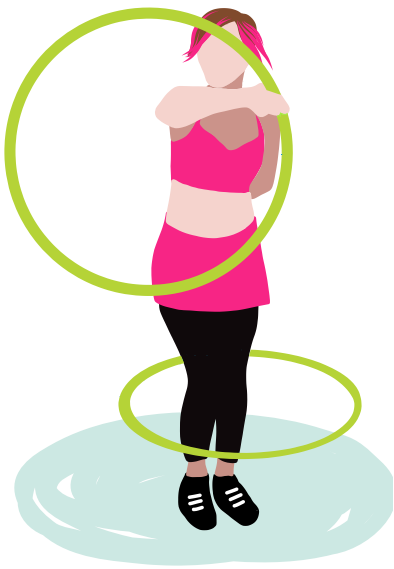


Emily Reinhardt, *The Object Enthusiast*

## Education // Art Inspires

Jackson County will have resources in place for high-quality accessible art experiences to lessen hardships and break down barriers for all students. We will prioritize holistic growth, creativity, and development through extended learning opportunities and resources, ultimately cultivating sustainable generations of artists, creatives, and art lovers/supporters. While Jackson County is not directly involved in K-12 education, we can play an important leadership role to support and advocate for arts curriculum and programming among the public schools, private schools, home schools and other education-related partners serving the County.

- // Secure funding for educational resources.
- // Create continuing education/life-long learning opportunities for people of all ages through community partners such as the library, parks and recreation, school systems, community centers, and others.
- // Advocate for collaboration between school systems and the arts community to improve academic and well-being outcomes.
- // Prioritize resources that educate students around arts as a viable career.



### *Infrastructure // Art Supports*

Jackson County has a comprehensive infrastructure system for the long-term sustainability of a broad and diverse arts community. In this context, infrastructure means the organizational framework within the county and in partnership with its external partners to implement and sustain the elements of this plan.

- / Establish an organizational structure within Jackson County government to implement and oversee the strategic plan.
- / Create a mechanism for funding that is equitable and sustainable.
- / Identify specific policies and processes that best support the needs of individual artists and art organizations, i.e. small business loans, zoning, affordable housing, grants, benefits.
- / Incent municipalities in developing cultural facilities and programs.



Art provides ways to **make connections** with a variety of people from diverse backgrounds and cultures. It **brings down the walls**.

---

*October 2021 Community Conversation Participant*



### Partnerships // Art Unites

The county recognizes the value of collaboration and fosters opportunities that make it easy for inter-sector and cross-sector partners to share resources, audiences and build capacity.

- / Create a cross-jurisdictional effort at the county level to explore uniting funding and opportunities to fulfill common community interests.
- / Establish public policy and programs that recognize and reduce barriers to support collaboration and partnerships.
- / Identify and provide opportunities for city/county officials, artists, arts organizations, and art consumers to learn together, share resources, and network.
- / Periodically convene cities within the county to discuss opportunities to collaborate and cross-promote arts initiatives in the region and nationally.



Through shared arts experiences we find connection, commonality, and our shared culture.

October 2021

Community Conversation Participant



Riverdance at Kauffman Center for the Performing Arts

## Marketing // Art Reveals

Our cultural assets, artistic programs and arts community are globally recognized for the creative, economic, and social contributions they provide.



**Art is therapy**, it opens up feelings and helps us understand ourselves and the world around us.

October 2021

Community Conversation Participant

- / Develop a comprehensive, ongoing multi-media marketing campaign that celebrates arts and culture.
- / Establish public and private funding for marketing initiatives.
- / Create a liaison office between art groups and Jackson County government.
- / Prioritize and fund marketing in underserved areas in the county.



Courtesy of Philipp Eirich

---

## Recommendations

### / Formal adoption by Jackson County Legislature

The Cultural Arts Advisory Committee recommends this strategic plan be adopted by the governing body and be considered the guiding policy document for investments in arts and culture in the County.

### / Creation of infrastructure necessary to achieve the community vision for arts and culture

The infrastructure should consider at the least ongoing funding for arts and culture; the type of organization or body necessary to implement the plan; and policy, expertise and other resources to support the efforts.

### / Continued community engagement

The array of stakeholders involved in developing this plan should be considered just the beginning. The County should reach out to stakeholders from the urban core to the unincorporated areas of the county to both implement the plan and to promote it. As part of that effort, stories should continue to be collected through the Our Tomorrows process and the arts and culture asset map should be in constant development.

### / Regular assessment of community success

To gauge progress in becoming place where arts and culture are accessible, connect diverse communities through a sustainable ecosystem, and are integrated in all aspects of our lives performance measures should be identified and the plan reviewed on an annual basis to determine whether new or emerging opportunities or challenges necessitate changes to it.



*Linda Celeste Sims,  
Kansas City Friends of Alvin Ailey*





## STRATEGIC PLANNING PROCESS

Jackson County's decision to sponsor the development of an arts and culture strategic plan is not only an investment in growing a rich and vibrant economy but also in supporting the health of our region. In a study published in the American Journal of Public Health, Heather L. Stuckey, DEd and Jeremy Nobel, MD, concluded there's a direct link between creative arts and physical and mental health outcomes.



Engagement with creative activities has the potential to contribute toward **reducing stress and depression** and can serve as a vehicle for **alleviating the burden of chronic disease**. Through creativity and imagination, we find our identity and our reservoir of healing. The more we understand the relationship between creative expression and healing, the more we will discover **the healing power of the arts**.

---

*Heather L. Stuckey, DEd and Jeremy Nobel, MD*



*Top: Complexions Contemporary Ballet  
Bottom: Belger Arts Center*

---

## Process Leadership

From the outset, Jackson County wanted the arts and culture strategic planning process to be guided by active engagement, meeting people where they are, valuing the diversity and inclusiveness of Jackson County citizens and arts community stakeholders.

To that end, it first established a Cultural Arts Advisory Committee comprising diverse representation from throughout the county, reflecting the interests of all cities and unincorporated areas, and representing the spectrum of arts. Ultimately, having a committee that reflects the breadth of the differences across Jackson County ways ensured more inclusive and equitable outcomes.

The committee met seven times over the course of the process. Over the course of those meetings, the committee:

- / Studied emerging trends and best practices
- / Evaluated the current state of arts and culture in Jackson County
- / Listened to stakeholder input regarding their hopes and dreams for the arts
- / Established a vision for what arts and culture can be in Jackson County
- / Identified five key performance areas and 21 strategic priorities to advance the vision





## *Cultural Arts Committee Members*

**Brook Balentine**

*CAO  
Health Care Collaborative*

**Brent Schondelmeyer**

*Deputy Director  
Local Investment Commission*

**Carma Williams**

*CEO  
Black Archives of Mid-America*

**Glenda Masters**

*Cultural Arts Manager  
City of Lee's Summit*

**Jalen Anderson**

*1<sup>st</sup> District At Large Legislator  
Jackson County, Missouri*

**Jennifer Owens**

*Artistic Director  
Owens/Cox Dance*

**Jenny Mendez**

*Cultural Arts Director  
Mattie Rhodes Center*

**Jim Staley**

*Community Relations Director  
Mid-Continent Public Library*

**Jose Faus**

*Poet and Painter*

**Maria Vasquez Boyd**

*Artist and Radio Host  
KKFI*

**Mary Susan Dubinski**

*Director of Arts Education Kansas City  
Young Audiences*

**Roxane Hill**

*Executive Director  
Wonderscope Children's Museum*

**Sandy Kessinger**

*President  
Grandview Educational Foundation*

**Sean O'Harrow**

*Executive Director  
Kemper Museum of Contemporary Art*

**Sidonie Garrett**

*Executive Artistic Director  
Heart of America Shakespeare Festival*

**Uzziel Pecina**

*Musician and Assistant Teaching Professor  
University of Missouri  
Kansas City School of Education*

The Cultural Arts Advisory Committee and the strategic planning process was supported by a consulting team lead by ArtsKC with the support of the KU Public Management Center, the KU Center for Public Partnerships and Research, the Mid-America Regional Council, the University of Missouri Extension, and Collaboration Arts.



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## State of the Arts

Before determining where we want to go, we have to understand where we are. The Kansas City arts and entertainment industry is the region's third-largest employer, contributing hundreds of millions in household income annually. To ascertain the current arts and culture environment, the team engaged in the following activities.

### *Cultural Arts Inventory*

To understand the wealth of the industry, an interactive cultural arts inventory has been developed to identify just what Jackson County's assets are, including artists of all kinds, teachers, venues, museums, arts organizations, and community theaters.

By reviewing ArtsKCGo data, EMSI data for art industries in Jackson County and the IRS 2018, Exempt Organizations, Arts, Culture, and Humanities data for Jackson County; conducting focus group and administering an online survey, more than 1,200 assets have been identified to date including:

**639**  
organizations

**574**  
artists

**471**  
venues

Developing the asset map is critical to the continued success of arts and culture in Jackson County. By providing collective community knowledge of our well-known assets as well as hidden gems, the information can be used to continually analyze the state of the arts. It can serve to influence policies and programs around achieving our collective vision.

To ensure the inventory remains an evolving source of information, an interactive map was developed in "All things Missouri" which can be viewed at [cares.page.link/ngi6](https://cares.page.link/ngi6). To add to the growing Jackson County asset map go to [artskcgo.com](https://artskcgo.com) and register as an artist, arts organization, or patron.



IT-RA ICONS

### *Best Practices*

As Jackson County works to become a premiere arts and culture destination, it can certainly learn from other communities known for having a vibrant cultural experience. To that end, the team researched what is working – or not – across the U.S., comparing Jackson County’s resources to other similar sized jurisdictions with similar resources set aside for art and culture.

Research was conducted on San Antonio, Texas; Atlanta, Georgia; Portland, Oregon; and Nashville/Davidson County, Tennessee (the research is available in the [appendices](#)). These four communities were chosen not only for their vibrancy and success in supporting arts and culture, but also for their alignment with the end goals that Jackson County has emphasized for this work. While their structure, funding, and programs differ, there are a number of components all the programs possess that appear to make them successful.

- /// Each program has equity and accessibility principles built into the work that it performs. These principles appear to help guide how and where they dedicate funding, awards, and programmatic support. They broaden the outreach and effect that these arts and culture programs have on the communities they serve and ensures that everyone, not just a select few, are being uplifted.
- /// The programs have a stable source of funding, a portion of which comes directly from the city or county they support. In addition, each program is also financially supported through additional funding mechanisms including grants, private fundraising, and other means. Together, this combined funding provides stability and expands the ability of each program to affect positive change within their communities.
- /// Each program dedicates funding toward several key programs including grants for artists/non-profits, funding for public art, and different community programs associated with education and economic development.



*AY Young, Battery Tour*

---

## Stakeholder Engagement

Despite the ongoing pandemic, the goal of the process was to reach people where they already are to learn how Jackson Countians currently think about, engage with, and access the arts as well as their hopes for the arts in Jackson County. In addition, hope was that we would have an important opportunity to learn about how the arts enhances physical and mental health, a sense of belonging and being connective, satisfaction, and personal growth.

The stakeholder outreach encompassed three distinct elements:

- / focus groups
- / personal story collection
- / collaborative community conversations

### *Focus Groups*

To have in-depth conversations regarding arts and culture in Jackson County, four focus groups were convened. Three comprised diverse stakeholders from across the County and the fourth comprised key staff of Jackson County cities. The conversations centered on the current state of arts and culture in Jackson County, their hopes for the future, and what is necessary for continued momentum. Find a full summary in the [appendices](#).

### Key Takeaways

- Given its assets and environment, Jackson County has the foundation to become a world-renowned arts and culture destination.
- While Resources are concentrated in Kansas City proper, the whole of the County has a wealth of artists, performers, organizations and venues.
- The infrastructure to support arts and culture needs to be strengthened, including dedicated funding, partnerships, networking, and education for artists, audiences and students of all ages.
- A vision for success is that arts and culture will be central to community success, will be accessible to all and that Jackson County will be a healthier and connected community.



*Rhythm & Ribs Jazz & Blues Festival*

## *Our Tomorrows: Stories and Sensemaking*

Our Tomorrows presents a critical opportunity to engage the community to determine how citizens define arts and culture, what is important to them, and, ultimately, how the economic and social effects of these activities can be measured. The expected outcomes from the implementation of Our Tomorrows in Jackson County include the emergence of social trends and experiences, collaborative data analysis and visualization, and the elevation of community voice. The stories told by Jackson County stakeholders through the Our Tomorrows engagement served only to support that research.



Just over 10 years ago, I was going through a divorce.

Every part of my life was chaotic and uncertain. One day while on a walk around the plaza area, **I ventured into the Nelson Atkins.** With no specific destination I wandered around until I walked into the Chinese Temple Gallery. The moment I entered the temple exhibit **my entire body and mind calmed.** I had never experienced anything like that before. My mind that had been running “what if” scenarios for months was quiet for the first time in a long time. **My fear and anger vanished.** **I was at peace.** It wasn’t just the beautiful wooden statue “Guanyin of the Southern Sea”, it was everything together, the detail on the painted walls, the carvings of the ceilings, the smell of the room. I visited that room a dozen times over the next few months. And even now, 11 years later; I stop by the temple, and it still has the same effect.”



*Owen/Cox Dance Group*





I had the opportunity to participate in the Black Lives Matter mural project. I joined the Troost & 31st Team led by Michael Toombs to help with the outline and painting of the portion of the image that was VOTE. I was teamed with 4 individuals that I did not know before that day. **The experience was transformative!** We were called upon to work together to figure a small part of a larger masterpiece. The street was full of people working toward a cause greater than themselves while demonstrating through creative expression **the power of solidarity in support of important and deeply valued individuals in our community.**

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Prior to the completion of the amphitheater in Legacy Park, the City of Lee's Summit and the Lee's Summit Parks and Recreation Department, conducted four live concert events on Green Street, on the large public plaza/space in front of City Hall. With purpose, distinctive music genres were selected to broaden the audience interest. As an observer who attended several of these events, **I saw the "community-building magic" that can happen through a shared cultural art experience.** The free events allowed a cross-section of residents and visitors to spend time celebrating music and sharing the message of the artists through voice and melody. I met people who would not typically be a part of my work or personal life... **and enjoyed the experience of finding a new neighbor.**

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Our Tomorrows, developed specifically for this project, is a continuous narrative capture tool that provides a periodic snapshot of community experiences through shared stories. It was designed to map the role that arts and culture plays in overcoming social issues and build community in Jackson County. The perspectives of Jackson County residents that benefit from arts and culture when going out with their families, creating in their own homes, or planning events to make their communities more vibrant provided a bottom-up view of the state of the arts that complimented the focus groups and asset mapping activities. The diverse experiences that were collected demonstrated how vital arts and culture are to thriving communities.



*Figure 1: Types of arts culture included in Our Tomorrows experiences*

Respondents to the Our Tomorrows SenseMaker were asked to share an experience in response to one of three prompts:

- / Think of a recent experience where arts and culture in Jackson County/Kansas City impacted or changed your life. What happened?
  
- / Think of a recent experience where arts and culture in Jackson County/ Kansas City changed your perspective. What happened?
  
- / Think of a creative experience, place, event or tradition that you’ve had that has had a positive impact on you or your community. Tell us about the experience. What happened? What was the impact?

After sharing their experience, respondents interpreted it on a series of triangles that addressed several themes (the story collection process was also available in Spanish):

- / Who was supporting arts and culture, community connections, impact on health and wellbeing?
- / Who benefited from the arts, new possibilities for public life, and meaning or purpose?

The CAAC identified patterns in the stories by considering three questions:

- / If our strategic plan is successful, which stories would we see more of?
- / How do the stories communicate how the arts contribute to the health and wellbeing of Jackson County residents and economic improvement?
- / What are surprising stories that might represent trends?

The methodology report and stories collected can be found in the [appendices](#).

These discussions further informed the CAAC's vision, key performance areas and strategic priorities to present to the community for consideration.





*Kansas City Ballet*

### *Collaborative Town Hall Meetings*

To broaden the scope of engagement across the county, virtual community conversations were conducted at two critical junctures in the process.

The first was in October 2021. While the story collection and focus groups were providing ongoing insight regarding the importance of arts and culture, this community conversation was designed to provide clarity around the meaning of arts and culture, establish the benefit arts and culture bring to individuals and the community at large, and ask stakeholders what would strengthen the arts and culture community.

A collaborative community conversation methodology was employed to maximize participant dialogue. Such an approach allows each participant to be heard and see their ideas combined with those of other community members.

Participants were divided into small, facilitated breakout rooms to discuss the same question. Ideas from each breakout were captured, synthesized, and distilled for presentation back to the full group. Using the themes identified, participants then engaged in prioritization exercises. Participants in the October community conversation said:

#### *Arts and culture*

- /// Fosters connections and breaks down barriers among cultures, generations, and differing perspectives; allows self-expression, self-awareness, and therapy; and enhances quality of life.
- /// Benefits us all building community and relationships, making connections with a diversity of people and culture and having a positive impact on the quality of life for children and students.
- /// Can be strengthened through county leadership ensuring arts is embedded in decision making; arts education is prioritized in schools; and financial barriers to access are lessened.



*The Coterie Theatre*



Art is everywhere, art and culture are the life force, an outward expression of the human experience.

October 2021

Community Conversation Participant



Kauffman Center for the Performing Arts

Most importantly, stakeholders' visions for arts and culture are that Jackson County:

- / Uses arts and culture to bring communities together.
- / Has an environment in which the arts community collaborates, coordinates, and communicates.
- / Recognizes the benefit and positive outcomes arts and culture have on community health and wellbeing.
- / Creates a culture of belonging, recognizing there is a place for everyone in the arts and culture community.

This was critical information used by the Cultural Arts Advisory Committee in establishing a draft vision, key performance areas, and goals – all of which were considered and vetted at a second series of community conversations in February 2022, using the same methodology as was used in October 2021.

At the February meetings, stakeholders considered the five key performance areas and their associated goals. Discussions were conducted according to KPA – accessibility, education, infrastructure, partnerships, and marketing. Participants were asked what would be important to pay attention to in each of these areas. Themes for their responses follow.

- / **Accessibility** Remove financial barriers to participation; bring arts to the community; and focus on the arts in schools.
- / **Education** Prioritize funding, inclusion in the curriculum, and understand that education should be outside and beyond the K-12 classroom.
- / **Infrastructure** Engage broad representation in establishing the structure; identify ongoing funding; and encourage partnerships
- / **Partnerships** Build on the partnerships and assets within the Jackson County arts community; identify common goals; and develop relationships beyond Jackson County and the region.

**Marketing** Ensure the benefits of arts and culture are known, continue identifying arts and cultural assets, and market to and for underserved communities.

The feedback by community conversation stakeholders echoed and supported support the goals as identified by the CAAC.

The Collaborative Community Conversation methodology allowed effective engagement of the wider community, contributing to its ownership of the vision and support of its implementation.

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## Words from Community Conversation participants

*February 2022*



Most people look at art as flat and one dimensional. When the elements are identified, we see how creative we are and can be.

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Arts education goes beyond school; it's arts integral to many aspects of life.

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Cast as wide of a net as possible with promoting arts and culture.

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Everyone is an artist and has the ability to create art in some form; they just need to know that through educational opportunities to explore the arts. Field trips and exploratory learning opportunities like that became the most important parts of my learning journey.

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## IMPACT INVESTMENT IN ARTS + CULTURE

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### Mission Support Funding

ArtsKC invests in people, programs and projects that make the arts more accessible, that sustain a vibrant and thriving arts community, and that support traditions of excellence as well as innovation and entrepreneurship in the arts. ArtsKC supports visual, dance, music, theater, poetry, and interdisciplinary art.

Jackson County Impact Funding supported organizations through our Mission Support program, which are general operating support for nonprofit arts organizations with the arts as their primary purpose. Mission Support funding is unrestricted.

*Linda Celeste Sims,  
Kansas City Friends of Alvin Ailey*

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## Timeline and Process

**July 18, 2021** // Applications opened July 18, 2021, with a deadline of

**August 23, 2021** // Application deadline

// ArtsKC staff sorted all applications by budget size and divided them into two groups below and above the median amount:  
Group A - small to midsize budget organizations & Group B - midsize to large budget organizations.

**September, 2021** // Evaluation Committee convened to evaluate Group A applications, sending questions to applicants with time to respond.

**October, 2021** // Group A Decision Announcements

**December, 2021** // Evaluation Committee convened to evaluate Group B applications, sending questions to applicants with time to respond.

**December, 2021** // Group B Decision Announcements

**April 29, 2022** // Group A Impact Reports deadline

**May 31, 2022** // Group B Impact Reports deadline

Due to higher than usual fundraising levels, ArtsKC staff applied \$1,000 in additional funds to organizations whose previous fiscal year operating expenses were less than \$500,000. To honor organizations that were determined to be Diverse-Led, another \$500 was added. More detail about Diverse-Led organizations is on [page 28](#).



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## Review Committees

Dedicated volunteers review applications. Our committees are led by ArtsKC Board members and include artists, art lovers, and other established professionals across disciplines.

### *Group A Evaluation Committee:*

**Chuck McCann,**  
*Committee Chair, CPA, CFO*

**Jonathan Doram,**  
*Musician and Music Educator*

**Melody Eber,**  
*Sr Associate Brand Manager, Russell Stover Chocolates*

**Muenfua Lewis,**  
*Brand Strategist and Co-Founder, By Design*

**Jeremy Lillig,**  
*Executive Director at Bright Futures Fund*

**Sariah Pinick,**  
*Grant Coordinator, Commerce Bank, Charitable Trusts and Foundations*

**Brian Watts,**  
*Wealth Manager PGN Financial Services, LLC*

**Madison Zalopany,**  
*Director of Community Programs and Partnership, Nelson-Atkins Museum of ArtBest*

### *Group B Evaluation Committee:*

**Kanon Cozad,**  
*Committee Chair, Technology Consultant & Arts Patron*

**Glenda Masters,**  
*Cultural Arts Manager, City of Lee's Summit Missouri*

**Bety Shackelford,**  
*Actor (SAG-AFTRA/AEA), Director of Community Outreach (Cafe Cà Phê), Campaign Manager (Justin Short for KC)*

**James Shackelford,**  
*Senior Student Services Coordinator, UMKC School of Medicine*

**Glyneisha Johnson,**  
*Poly-disciplinary artist, educator, organizer and community care taker*

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## Jackson County Impact Funding Recipients

The 2021-2022 Mission Support provided \$255,160 in funding to 51 organizations in our five-county region. The average funding amount was \$5,003.13 and 75% of the organizations that received funding are considered small to mid-sized organizations.

Below are the organizations that received Jackson County Impact Funding.

### *Group A*

<b>ORGANIZATION</b>	<b>IMPACT FUNDING AMOUNT</b>
<b>KANSAS CITY PUBLIC THEATRE</b>	\$3,549
<b>KC JAZZ ALIVE</b>	\$4,883
<b>LANDLOCKED OPERA INC.</b>	\$2,256
<b>NEWEAR, DBA FOR NEW MUSIC INSTITUTE OF KANSAS CITY, INC.</b>	\$4,883
<b>NO DIVIDE KC</b>	\$2,500
<b>PLUG INC.</b>	\$2,000
<b>WATERFIRE KC</b>	\$2,000
<b>TOTAL</b>	\$20,061

*Group B*

<b>ORGANIZATION</b>	<b>IMPACT FUNDING AMOUNT</b>
<b>AMERICAN JAZZ MUSEUM</b>	\$5,500
<b>ARTS ASYLUM, THE</b>	\$6,500
<b>CHARLOTTE STREET FOUNDATION</b>	\$5,000
<b>HEART OF AMERICA SHAKESPEARE FESTIVAL</b>	\$6,000
<b>KANSAS CITY YOUNG AUDIENCES</b>	\$5,000
<b>MESNER PUPPET THEATER</b>	\$6,500
<b>MIDWEST MUSIC FOUNDATION</b>	\$6,000
<b>MUSICAL THEATER HERITAGE</b>	\$5,000
<b>TOTAL</b>	\$57,000
<b>TOTAL FUNDS FROM GROUP A AND GROUP B</b>	\$77,061
<b>AVERAGE GRANT SIZE</b>	\$5,137.40

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## Diverse-Led

The ArtsKC Staff recommended \$500 in additional funding for the following organizations in honor of the higher levels of diversity in their staff, volunteers, and board of directors. The amounts above reflect the total amount for each beneficiary.

- / The Barn Players
- / No Divide KC
- / American Jazz Museum
- / The Arts Asylum
- / Mesner Puppet Theater



*Kansas City Ballet*

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## Recipient Summary

### *GROUP A:*

#### **THE BARN PLAYERS**

[www.thebarnplayers.org](http://www.thebarnplayers.org)

Multidisciplinary Combination

**Attendance / Participation:** 1,043

The Barn Players, Kansas City's oldest community theater, produces quality and affordable live entertainment while nurturing the theater artist in practicing their craft.

#### **KANSAS CITY PUBLIC THEATRE**

[www.kcpublictheatre.org](http://www.kcpublictheatre.org)

Theatre

**Attendance / Participation:** 784

Kansas City Public Theatre provides access to the arts through year-round professional theatre entertainment free of charge to the public at locations throughout Kansas City. Be Radical.

#### **KC JAZZ ALIVE**

<https://www.kcjazzalive.org>

Music

**Attendance / Participation:** 1,661

KC Jazz Alive strives to raise the tides that lift all jazz boats. Our vision is to make Kansas City the premier destination for jazz and live music, benefiting Kansas City musicians, audiences, and venues.

#### **LANDLOCKED OPERA INC.**

[www.landlockedopera.org](http://www.landlockedopera.org)

Multidisciplinary Combination - Opera

**Attendance / Participation:** 8,220

The mission of Landlocked Opera Inc is to serve the Kansas City community with quality productions and performers with meaningful artistic opportunities. We believe in Opera for All and seek to improve access to the art form.

**NEWEAR, DBA FOR NEW MUSIC INSTITUTE OF KANSAS CITY, INC.**

[www.newear.org](http://www.newear.org)

Music

**Attendance / Participation:** 492

newEar Contemporary Chamber Ensemble is a professional music ensemble performing the work of living composers. We strive to bring Kansas City and the surrounding region the most eclectic, diverse, and cutting-edge creative trends of the 21st century.

**NO DIVIDE KC**

<https://www.nodividekc.org>

Multidisciplinary Combination

**Attendance / Participation:** 924

No Divide KC uses the arts as a vehicle for stimulating social awareness, participation and community building. They create artistic events focused on the stories of underserved and misrepresented communities with local artists and organizations.

**PLUG INC.**

[www.plug.gallery](http://www.plug.gallery)

Visual

**Attendance / Participation:** 0

plug is a curatorial collaboration with the mission of bringing fresh perspectives and conversation to the local cultural community. Our goal is to exhibit challenging new work, initiate critical dialogue, and expand connections of artists.

**QUIXOTIC**

[www.quixoticfusion.com](http://www.quixoticfusion.com)

Multidisciplinary Combination

**Attendance / Participation:** 5,000

The mission of Quixotic Foundation (QF) is to enable people from all economic backgrounds to experience and learn about the performing arts. We provide unique free performances and educational programming for underserved constituencies.

**WATERFIRE KC**

[www.waterfirekc.org](http://www.waterfirekc.org)

Multidisciplinary Combination

**Attendance / Participation:** 0

WaterFire KC seeks to revitalize and draw the community together, provide community arts access, and inspire with large-scale visual arts installations and live performing arts.

*GROUP B:*

**AMERICAN JAZZ MUSEUM**

[www.americanjazzmuseum.org](http://www.americanjazzmuseum.org)

Music

**Attendance / Participation:** 100,000

Located in the Historic 18th & Vine Jazz District, the American Jazz Museum showcases the sights and sounds of jazz through interactive exhibits and films, the Changing Gallery exhibit space, The Blue Room, and Gem Theater.

**THE ARTS ASYLUM**

[www.theartsasylum.org](http://www.theartsasylum.org)

Multidisciplinary Combination

**Attendance / Participation:** 3125

The Arts Asylum has been a safe place to create and a staple within the artistic community of Kansas City for over a decade.

**CHARLOTTE STREET FOUNDATION**

[www.charlottestreet.org](http://www.charlottestreet.org)

Multidisciplinary Combination

**Attendance / Participation:** 5239

CSF's mission is to identify the needs and fuel the evolution of an ever-changing multidisciplinary arts ecosystem, acting as its primary provocateur. Charlotte Street provides artists with the freedom and resources to take risks and flourish.

## **HEART OF AMERICA SHAKESPEARE FESTIVAL**

<http://www.kcshakes.org>

Theatre

**Attendance / Participation:** 4035

Our mission is to make the works of Shakespeare and Shakespeare-inspired works accessible to a diverse audience through a free, professional, outdoor festival, and additional free and paid performances and educational programs.

## **KANSAS CITY YOUNG AUDIENCES**

[www.kcya.org](http://www.kcya.org)

Multidisciplinary Combination

**Attendance / Participation:** 22235

The KCYA mission is to engage all youth in the arts, promote creativity, and inspire success in education. With philanthropic support and in collaboration with school partners KCYA provides classes, workshops, performances, and residencies for kids.

## **MESNER PUPPET THEATER**

[www.mesnerpuppets.org](http://www.mesnerpuppets.org)

Theatre

**Attendance / Participation:** 19724

MPT was founded in 1987 to “inspire communities through innovative puppetry”. Today we are expanding that mission by creating puppetry programs that support the social, emotional, and aesthetic development of young people ages 4-8 and their adults!

## **MIDWEST MUSIC FOUNDATION**

<http://midwestmusicfound.org>

Music

**Attendance / Participation:** 3441

The Midwest Music Foundation unites and empowers the Kansas City area music community by providing health care assistance, education and career development, events and resources.

## **MUSICAL THEATER HERITAGE**

[www.musicaltheaterheritage.com](http://www.musicaltheaterheritage.com)

Other

**Attendance / Participation:** 23016

MTH is an innovative organization dedicated to the appreciation and understanding of the American musical theater and its contributions to our culture. MTH increases arts access, develops audiences, and employs over 300 arts professionals annually.





## **ADVANCING ARTS + CULTURE INFRASTRUCTURE**

Building on the progress of the first year of the Jackson County arts infrastructure initiative, ArtsKC presents the following plan to continue to establish deeper support for the arts and culture community throughout the county in year two. This plan and the strategies included are based directly on the recommendations of the year one report.

*Photo courtesy of Melissa Anderson*

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## Formal Adoption By Jackson County Legislature

The Cultural Arts Advisory Committee recommends the strategic plan as outlined in the year one report be adopted by the governing body and be considered the guiding policy document for investments in arts and culture in the county.

Once approved and adopted by the Legislature, ArtsKC, along with our partners, will begin implementation of the strategic plan, including research and development of a governance structure, continued community outreach and asset mapping, development of a long term strategy around social impact data collection and analysis, the design and implementation of a data visualization tool/dashboard, and the continued disbursement of impact funding.

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## Creation Of Infrastructure Necessary To Achieve The Community Vision For Arts And Culture

The infrastructure should consider at the least ongoing funding for arts and culture; the type of organization or body necessary to implement the plan; and policy, expertise and other resources to support the efforts.

Under the continued guidance of the Cultural Arts Advisory Committee, and with the support of a governance contractor, ArtsKC will identify a governance structure to ensure continued leadership of and commitment to the arts and culture goals and priorities in the Jackson County arts strategic plan.

Partners Include:

- /// Dr. David Renz & Mr. Mark Culver,  
*Midwest Center for Nonprofit Leadership at UMKC*
- /// Community Arts Advisory Committee

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## Continued Community Engagement

The array of stakeholders involved in developing this plan should be considered just the beginning. The county should reach out to stakeholders from the urban core to the unincorporated areas of the county to both implement the plan and to promote it. As part of that effort, stories should continue to be collected through the Sensemaking process (or a similar tool) and the arts and culture asset map should be in constant development.

ArtsKC will host a quarterly community meeting of the Cultural Arts Advisory Committee to get feedback from our dedicated community members, as well as two public community meetings to hear from all members of the Jackson County public. This will result in a total of six community meetings to build awareness of the goals set out in the plan and how the community can benefit from them.

The University of Missouri Extension office will continue analyzing, validating, and coding existing asset mapping, as well as growing the arts asset database.

ArtsKC and Rebecca Gillam Phd. will continue gathering social impact data via the “Sensemaking” tool to create a baseline of understanding which we can grow on year after year. With the collaboration of Dr. Gillam and the Mid-America Regional Council, we will create a long term plan to determine arts impact, data collection, and inform our key performance areas. ArtsKC will also be partnering with Americans for the Arts to collect data as part of the sixth Arts and Economic Prosperity Study. Not only will this data collection benefit the AEP6 study, but through the help of a network of community data collectors, the Jackson County data will benefit from the national effort by Americans for the Arts.

Partners Include:

- / Rebecca Gillam, PhD, Data Analyst & Researcher
- / Mid-America Regional Council, Lauren Palmer
- / University of Missouri Extension Office, GK Callahan

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## Regular Assessment of Community Success

To gauge progress in becoming a place where arts and culture are accessible, connect diverse communities through a sustainable ecosystem, and are integrated in all aspects of our lives, performance measures should be identified and the plan reviewed on an annual basis to determine whether new or emerging opportunities or challenges necessitate changes to it.

With the leadership of the Mid-America Regional Council and the Cultural Arts Advisory Committee, we will continue our social impact measures, as well as other impact data collection to determine the outcomes of strategic impact funding and other influences on the arts community of the county. Rebecca Gillam will also help establish a long term approach to the collection and analysis of this data, with MySidewalk visualizing the data in an easy-to-use dashboard for the county and the community.

Partners Include:

- /// Rebecca Gillam,  
*PhD, Data Analyst & Researcher*
- /// Mid-America Regional Council
- /// MySidewalk



*Kauffman Center for the Performing Arts*

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## Impact Investment

ArtsKC will deploy impact funding through our progressive funding program that supports arts organizations and individual artists within Jackson County, and focuses investment toward the unique goals and strategies in the plan.

Partners Include:

- /// ArtsKC Community Review Committees

### *Impact Funding Timeline*

Inspiration Support (Individual Artists) FY23 Schedule:

**Fall 2022** // Application Deadline

Mission Support (Arts Orgs) FY23 Schedule:

**October 2022** // Application Deadline

Project Support (All Orgs with Arts Programming) FY23 Schedule:

**December 2022** // Application Deadline

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Year Two Budget

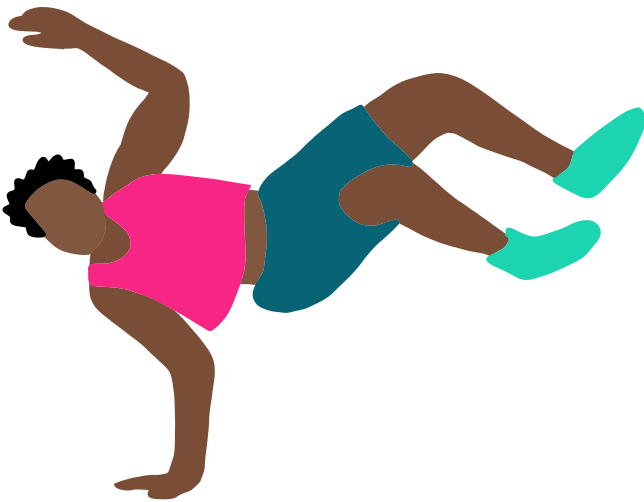
<b>PROJECT</b>	<b>AMOUNT</b>
<b>GOVERNANCE STRUCTURE AND LEADERSHIP:</b>	
<b>MID-AMERICA REGIONAL COUNCIL</b>	\$20,000
<b>COMMUNITY OUTREACH AND ASSET MAPPING:</b>	
<b>MU EXTENSION OFFICE</b>	\$10,000
<b>LONG TERM STRATEGY TO MEASURE PERFORMANCE WITH SOCIAL IMPACT AND ANALYSIS: REBECCA GILLAM, PHD</b>	
	\$20,000
<b>DESIGN &amp; IMPLEMENTATION OF DATA VISUALIZATION TOOL: MYSIDEWALK AND MARC</b>	
	\$30,000
<b>ARTS &amp; CULTURE IMPACT INVESTMENT: ARTSKC</b>	\$130,000
<b>OVERALL PROJECT LEADERSHIP: ARTSKC</b>	\$40,000
<b>TOTAL FOR 2022</b>	\$250,000

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## Year Two Deliverables

Building on the progress of the 2021 Jackson County Arts Infrastructure initiative, ArtsKC will accomplish the following 2022 deliverables all toward comprehensive and equitable support for the arts and culture ecosystem throughout the county.

1. Establish Governance Structure and Leadership
2. Continue Community Outreach and Asset Mapping
3. Develop a Long Term Strategy to Measure Impact -
  - A. Social Impact Data Collection and Analysis
  - B. Design & Implement a Data Visualization Tool
4. Deploy Arts & Culture Impact Funding
5. Provide Overall Project Leadership



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## About ARTSKC

The mission of the Metropolitan Arts Council of Greater Kansas City (dba ArtsKC – Regional Arts Council) is to unleash the power of the arts. ArtsKC was founded in February 1999 to serve as a champion for and voice of the arts community in Clay, Jackson, and Platte counties in Missouri and Johnson and Wyandotte counties in Kansas.

ArtsKC’s vision is to build a community of great dreams and vigorous life, where everyone participates in and benefits from the arts. ArtsKC focuses on three strategic priorities to fulfill that mission and vision:

- / Promote the arts for their individual, community, and economic benefits.
- / Support artists and arts agencies with capacity building programs and funding.
- / Advocate for the arts by educating the community, building relationships with government officials, and supporting the development of public funding for the arts.

### Contacts

**Dana Knapp**  
*President and CEO*  
[DKnapp@ArtsKC.org](mailto:DKnapp@ArtsKC.org)

**Branden Haralson**  
*SMGR, Public Policy &  
Government Relations*  
[BHaralson@ArtsKC.org](mailto:BHaralson@ArtsKC.org)



### *ABOUT REBECCA GILLAM, PHD*

Rebecca Gillam, MSW, PhD, has over 20 years of community-based social sector experience, including direct services, project management, and evaluation. She has facilitated and evaluated collaborative work at both the state and local levels. Dr. Gillam has designed and led mixed methods evaluations that capture the process and impact outcomes of community projects. Her work includes community-engaged approaches to health and well-being, addressing trauma and building hope and resilience. She translates research into practice to support effective collaboration. In 2021-2022, Dr. Gillam partnered with ArtsKC to assess the impact of art on health in Jackson County, Missouri, and to inform a strategic plan to guide future arts activities and investments.

### *ABOUT THE UNIVERSITY OF MISSOURI EXTENSION OFFICE*

Through a network of county offices, the University of Missouri solves problems and engages with communities across all 114 counties and the City of St. Louis. MU faculty, staff and elected council members, who live in your community, work with you to identify local interests and issues and then offer relevant programming and resources to meet the unique needs of you and your community. Our job is to partner with communities to find solutions with credible, science-based information that will help you: grow safe and healthy food, build and grow profitable businesses, improve your health and relationships, increase agricultural production, update professional training in business, health and safety, and engage youth as valued, contributing citizens.

### *ABOUT MID-AMERICA REGIONAL COUNCIL*

MARC is a nonprofit association of city and county governments and the metropolitan planning organization for the bistate Kansas City region. Governed by a Board of Directors made up of local elected officials, we serve nine counties and 119 cities. We provide a forum for the region to work together to advance social, economic and environmental progress. MARC is funded by federal, state and private grants, local contributions and earned income. A major portion of our budget is passed through to local governments and other agencies for programs and services. The Mid-America Regional Council promotes regional cooperation and develops innovative solutions through leadership, planning and action.

### *ABOUT THE CULTURAL ARTS ADVISORY COMMITTEE*

The CAAC is a volunteer committee made up of cross-sector community members who were invited to participate in driving and advising the Strategic Planning process throughout its inception and development. The CAAC will continue to serve the project throughout year two, with some member changes.

### *ABOUT THE MIDWEST CENTER FOR NONPROFIT LEADERSHIP AT UMKC*

The Midwest Center for Nonprofit Leadership is dedicated to enhancing performance and effectiveness in the nonprofit community through education, research and service.

## *ABOUT MYSIDEWALK*

Your mission is to make your community – and the world, better. Ours is to help you do it. Because when you have the best data paired with poignant storytelling and beautiful visuals, people listen. And change happens. We provide a multi-disciplinary team of expert data wranglers, analysts, storytellers, subject matter experts, project managers, and designers. They'll use their decades of experience in economic development, community building, public health, public safety, transportation, and more, to advocate for your efforts and help tell your story.

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** awarding a thirty-four month term and supply contract with one twelve-month option to extend for the furnishing of surplus liquidation and/or auction service and related services for use by the Sheriff's Office to PropertyRoom.com of Frederick, Maryland, under the terms and conditions of Sourcewell Contract No. 012821-PRC, an existing competitively-bid government contract, at no cost to the County.

**RESOLUTION NO. 20995**, June 21, 2022

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, the Sheriff's Office has a continuing need for surplus asset liquidation and/or auction services to dispose of items seized or recovered in the course of its duties; and,

WHEREAS, by state law these items need to be disposed of via sale or auction and a contract is recommended to allow for the items to be picked up from the Sheriff's Office and sold via the internet in lots or individually; and,

WHEREAS, the recommended vendor will transport the property to its facility to be auctioned online and retain a percentage of the proceeds, with the remaining funds distributed as required by law, resulting in no cost to the County; and,

WHEREAS, the Sheriff and Director of Finance and Purchasing recommend the award of a thirty-four month term and supply contract with one twelve-month option to extend for the furnishing of these services to Property Room.com of Frederick, MD, under the terms and conditions of Sourcewell Contract No. 012821-PRC, an existing, competitively bid government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of contract terms offered to large entities; and,


WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to use any services; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Sheriff and Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20995 of June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Resolution No.: 20995  
Sponsor: Ronald E. Finley  
Date: June 21, 2022

### Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20995
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	6/21/2022

### Introduction

**Action Items:** ['Award']

**Project/Title:**

Awarding a Thirty-Four (34) Month Term and Supply Contract with One (1) Twelve-Month (12) Option to Extend for Surplus Asset Liquidation and/or Auction Service with Related Services for use by the Sheriff's Office to PropertyRoom.com, Inc. of Frederick, MD, under the terms and conditions of Sourcewell Contract No. 012821-PRC, an existing competitively bid government contract.

### Request Summary

The Sheriff's Office requires Surplus Asset Liquidation and/or Auction Services to dispose of the inventory of seized and/or recovered items on an "as needed" basis. Pursuant to Missouri State Law and relevant Court Orders, the inventory of seized and/or recovered items need to be disposed of via sale or auction. This contract will allow for items that were not destroyed to be picked up from the Sheriff's Office and sold on a website, in lots or individually. There will be no cost to the County for these services. The recommended vendor will sell the items, deduct their processing fee and the Sheriff's Office will receive any remaining funds as revenue.

Pursuant to Section 1030.4 of the Jackson County Code, the Sheriff's Office and Purchasing Department recommends the award of a Thirty-Four (34) Month Term and Supply Contract with One (1) Twelve-Month (12) Option to Extend for the furnishing of Surplus Asset Liquidation and/or Auction Services with Related Services for use by the Sheriff's Office to PropertyRoom.com, Inc. of Frederick, MD, under the terms and conditions of Sourcewell Contract No. 012821-PRC, an existing competitively bid government contract.

Sourcewell Contract No. 012821-PRC was made effective on March 19, 2021 with the initial term ending on March 19, 2025. The request to have a Thirty-Four (34) Month Term with One (1) Twelve (12) Month Option to Extend will allow the Purchasing Department to have the Jackson County contract terms run concurrent with the Sourcewell Contract term which will also allow the County to provide continuous service necessary to keep auctioning seized and/or recovered items during this time.

### Contact Information

<b>Department:</b>	Sheriff	<b>Submitted Date:</b>	6/8/2022
<b>Name:</b>	Elizabeth A. Money	<b>Email:</b>	EMoney@jacksongov.org
<b>Title:</b>	Office Administrator	<b>Phone:</b>	816-541-8017

## Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20724	July 19, 2021

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	



## Request for Legislative Action

### Fiscal Information

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

## Request for Legislative Action

### History

Submitted by Sheriff requestor: Elizabeth A. Money on 6/8/2022. Comments:

Returned for more information by Department Approver Michael L. Montgomery on 6/8/2022 1:17:57 PM. Comments: As requested.

Submitted by Requestor Elizabeth A. Money on 6/8/2022 1:33:02 PM. Comments: Resubmitting with attachments.

Approved by Department Approver Ronald A. Fletcher on 6/8/2022 2:41:39 PM. Comments: Approved. Major Ron Fletcher

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 6/9/2022 12:12:31 PM. Comments: The Legislature will not approve a 34 month contract unless there are very good reasons for that term.

Submitted by Requestor Elizabeth A. Money on 6/10/2022 10:49:56 AM. Comments: Resubmitting with edited Summary to clarify 34 month request.

Approved by Department Approver Michael L. Montgomery on 6/10/2022 11:56:30 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/10/2022 3:10:28 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/13/2022 9:33:21 AM. Comments:

Approved by Budget Office Approver Mary Rasmussen on 6/13/2022 11:09:47 AM. Comments: Term & Supply contract, no fiscal note required.

Approved by Executive Office Approver Sylvia Stevenson on 6/14/2022 9:10:02 AM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 6/15/2022 1:39:45 PM. Comments:



# Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**To:** Purchasing  
**From:** Sgt. Eli Postlethwait #27, Staff Services Division  
**Re:** Recommendation to Award Contract to PropertyRoom.com, Inc.  
**Date:** June 7, 2022

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The Sheriff's Office requires Surplus Asset Liquidation and/or Auction Services to dispose of the inventory of seized and/or recovered items on an "as needed" basis. Pursuant to Missouri State Law and relevant Court Orders, the inventory of seized and/or recovered items needs to be disposed of via sale or auction. This contract will allow for items that were not destroyed to be picked up from the Sheriff's Office and sold on a website, in lots or individually. There will be no cost to the County for these services. The recommended vendor will sell the items, deduct their processing fee and the Sheriff's Office will receive any remaining funds as revenue.

The Sheriff's Office recommends awarding a Term and Supply contract to Propertyroom.com for Surplus Asset Liquidation and/or Auction Services.

*Sgt. E. Postlethwait #27*

**Solicitation Number: 012821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PropertyRoom.com, Inc., 5257 Buckeystown Pike, Suite 475, Frederick, MD 21704 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Auction Services with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.



B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

#### **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.



## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PropertyRoom.com, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO

DocuSigned by:  
*Aaron Thompson*  
By: 33AC825A3C17475...  
Aaron Thompson  
Title: CEO

3/17/2021 | 11:30 AM CDT  
Date: \_\_\_\_\_

3/19/2021 | 10:57 AM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42BBF817A64CC...  
Chad Coauette  
Title: Executive Director/CEO

3/19/2021 | 11:01 AM CDT  
Date: \_\_\_\_\_

# RFP 012821 - Auction Services with Related Solutions

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## Vendor Details

Company Name: PropertyRoom.com, Inc.  
Address: 5257 Buckeystown Pike  
Ste. 475  
Frederick, MD 21788  
Contact: Patricia Benson  
Email: contractadmin@propertyroom.com  
Phone: 240-382-2021  
Fax: 240-230-0229  
HST#: 86-0962102

## Submission Details

Created On: Thursday December 10, 2020 11:27:21  
Submitted On: Thursday January 28, 2021 11:24:08  
Submitted By: Patricia Benson  
Email: contractadmin@propertyroom.com  
Transaction #: 9574750e-4314-4c6a-884b-452663590ba3  
Submitter's IP Address: 96.231.152.136

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PropertyRoom.com, Inc.
2	Proposer Address:	Corporate Headquarters: 8435 Progress Drive, Suite U, Frederick, MD, 21701 / Corporate Mailing Address: 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704
3	Proposer website address:	www.PropertyRoom.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Aaron Thompson, CEO / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / AaronThompson@PropertyRoom.com / 240-233-9717
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kathryn Reyes, Chief of Staff / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / ContractAdmin@propertyroom.com / KathrynReyes@PropertyRoom.com / 240-751-9119
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Patricia Benson, Administrative Assistant / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / PatriciaBenson@PropertyRoom.com / 240-382-2021 Amanda Cane, VP of Marketing / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / AmandaCane@PropertyRoom.com / 240-575-1245

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>With over 20 years' experience in online auctions, more than 2.1+ million registered bidders, proprietary online auction technology, and a management team with significant ecommerce and live and online auction experience, PropertyRoom.com is already the choice of more than 4,100 government agencies nationwide. We strive to provide convenient, flexible, and transparent online auction solutions for property and evidence, firearms, and vehicles and equipment while optimizing the return on auction for our clients.</p> <p>Founded by former law enforcement officers in 1999, we filled a need in the marketplace for a full-service online auction company specifically designed to help municipalities and law enforcement agencies move items and sell them at public auction. Clearing out seized, found, unclaimed, stolen, recovered, and retired property has historically been a challenge for local, state, and federal government agencies, law enforcement, and other organizations. Our founders experienced firsthand the limitations of local auctions and sought to provide a comprehensive solution that took the public auction process online to a nationwide audience.</p> <p>Unlike other auction services, we offer a variety of options; full-service pick up/haul away as well as ship direct to us, and in place (at your location) auction services. All of our auction services focus on serving, and exceeding, the needs and requirements of our Clients. Our revenue share model with no upfront costs, provides a unique solution where we are focused on getting the most results from our Client's auctions.</p> <p>PropertyRoom.com provides several benefits to Clients:</p> <ul style="list-style-type: none"> <li>- Convenience – We help them clear out abandoned, seized, forfeited, impounded, surplus and fleet assets with our online auction services</li> <li>- Security – We employ our proprietary tracking methods to secure Client item information</li> <li>- Auction Participation – Our national online auctions are 24/7 and draw more bidders than live or online, local auctions</li> <li>- Higher Proceeds – Our Clients can realize higher net proceeds as compared to their traditional local, live webcast auctions</li> <li>- Lower Costs – With our revenue share model, there are no upfront costs and our full-service offering allows municipal workers to focus on their core jobs. In addition, our solutions reduce storage and handling costs</li> <li>- Transparent Reporting – Gives the client 24/7 status and complete chain of custody on their items</li> </ul> <p>PropertyRoom.com combines an extensive knowledge of governmental property handling procedures, as well as expertise in e-commerce, marketing, and logistics. We provide local, state, and federal government agencies, law enforcement, and other organizations, a technological cost saving alternative to reduce storage space and handling requirements, offer many value-added services, maximize revenues with larger bidding audiences, and provide detailed accounting for better record keeping and auditing.</p>
8	What are your company's expectations in the event of an award?	<p>PropertyRoom.com expects to continue to utilize the Sourcwell contract agreement as the main contract vehicle in our sales and new Client onboarding process. Utilizing the Sourcwell contract removes the costly, tedious, and time-consuming process of Request for Proposal for prospective Clients and has historically proven to be a successful way to bring on new Clients to utilize our online auction services.</p> <p>We currently provide online auction solutions and service over 680 Sourcwell members' client accounts across the nation, with many more in our current sales pipeline; and expect that number to continue to grow in the future.</p> <p>When our current non-Sourcwell clients come up for renewal, we offer Sourcwell as the contract vehicle to provide a smooth renewal process. With over 4,100 clients in our portfolio this represents a significant growth opportunity for Sourcwell.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Exhibit B for Financial Statements - PropertyRoom Financial Statements.pdf -

10	What is your US market share for the solutions that you are proposing?	<p>PropertyRoom.com is number one in the industry for property and evidence disposition solutions. Our full-service offering for property and evidence online auction solutions is unparalleled with over 4,100 clients in each of the contiguous United States.</p> <p>The relationships we have built with clients allow us to continue to serve them and strengthen our value as an organization. We are well referenced and utilize our partnerships with Insurance Auto Auctions, Inc. (IAAI), and Buds Gun Shop for additional service offerings to further serve all needs of each Client.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>We do not currently have market share in Canada, however, our Haul Away Auction Service for vehicle and equipment assets partner, Insurance Auction Auctions, Inc, (IAAI), does have a presence in Canada so we have the ability to extend some of our service offerings to Participating Entities in Canada.</p> <p>In addition, we are currently exploring ways to expand our additional online auction solutions into the Canadian market.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, our company has never petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PropertyRoom.com is a service provider. We provide a variety of solutions for online auction services designed to fit multiple needs and requirements for law enforcement agencies, municipalities, and other organizations.</p> <p>Our Sales (Inside/Outside Sales and Client Success Teams) and service force (Drivers and Processing Center Teams) are full-time employees committed to the daily processing and account management for our clients. These team members are not through a third party.</p> <p>While we do leverage our partnerships with additional companies to provide some of our auction solutions, PropertyRoom.com handles any communication with our clients directly. We ensure consistency and quality of service with our clients across all service offerings.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>We hold all required licenses and in the required states we are a Registered Internet Auction Listing Service. We have been a National Auctioneers Association (NAA) member since 2008.</p> <p>As part of our Firearms Auction Services, we are a registered Federal Firearms Licensee (FFL) and our partner for Firearms Auction Services is also a registered Federal Firearms Licensee (FFL.)</p> <p>As part of our Haul Away Auction Services program for vehicle and equipment assets, we verify and ensure that any subcontractors we use hold the required licenses and certifications related to towing, dealer programs, broker programs, and any scrap requirements depending on the jurisdiction.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have had no suspension or disbarment events applied to our organization during the past ten years, or ever.	*



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our company operates in a specific niche industry and as such there are no industry associations providing the customary platforms for awards and recognitions. However, many of our Clients have received awards and recognition as a result of utilizing our auction services. For example, we currently handle all fleet and equipment auction services for the largest municipal fleet in the United States (City of New York / New York City Department of Citywide Administrative Services) and their utilization of our auction services have garnered them many awards, including Leading Fleets and 100 Best Fleets.
17	What percentage of your sales are to the governmental sector in the past three years	The overwhelming majority of our clients are government entities. While we do work with a handful of corporations and other organization types, 96% of our clients are government entities.
18	What percentage of your sales are to the education sector in the past three years	With our service so heavily imbedded in the law enforcement area, we recognize the opportunity to serve the education sector at greater quantities in the future. Currently, 3.2% of our clients are in the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>PropertyRoom.com holds the statewide contract for vehicle auction services for the State of Connecticut. We were re-awarded this contract in 2017 through a traditional RFP process with the State's Department of Administrative Services (DAS). The statewide contract can be piggybacked by any and all agencies within the State of Connecticut. We have generated the following sales volume for all Connecticut clients under the state contract for the past three (3) years:</p> <p>2018 = \$2,772,250 2019 = \$2,687,815 2020 = \$1,514,912</p> <p>Aside from our current Sourcewell agreement, we also hold co-op agreements with NASPO ValuePoint (NASPO). With New Mexico as the lead state, NASPO has been adopted by several state government purchasing departments, but it has not been adopted in all 50 states.</p> <p>Under the NASPO agreement for agencies located in California, New Mexico, Utah, and Washington, we have generated the following sales volume for the last three (3) years.</p> <p>2018 = \$7,366 2019 = \$14,666 2020 = \$109,557</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any GSA contracts.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Las Vegas Metro, NV Police Dept. / Clark County, NV	Melisse Huffmaster, Director	702.828.3488
City of Fort Worth, TX Police Department	Betty Rogers, Public Safety Support Manager	817.392.5929
Raleigh, NC Police Department	Wendy Lancaster, Manager	919.996.1157
Boston, MA Police Department	Captain Wayne Lanchester	617.343.9661
City of Durham, NC Police Department	Portia Sidberry, Supervisor	919.560.4442 x29106

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Municipal Agency	Government	New York - NY	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 2500 to 3500 items per year over the past three years	\$31,715,331
State Agency	Government	Connecticut - CT	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 570 to 1100 items per year over the past three years	\$6,785,885
Municipal Agency	Government	New York - NY	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 90 to 300 items per year over the past three years	\$4,833,475
Law Enforcement Agency	Government	New York - NY	Online Auction - Personal Property & Evidence	Auctioned anywhere from 5000 to 12,400 items per year over the past three years	\$2,936,646
Law Enforcement Agency	Government	California - CA	Online Auction - Personal Property & Evidence	Auctioned anywhere from 6600 to 7780 items per year over the past three years	\$1,811,706

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

23	Sales force.	<p>We can serve Participating Entities nationwide and have teams internally as well as with our partners to provide additional support.</p> <p>We have a Sales Team and Client Success Team covering all 50 states with each team member assigned to a specific region. We currently have seven (7) Sales and Client Success Team members (all direct employees and FTE's), that work with government and law enforcement agency sectors. Our team members are headquartered/based in Maryland, Massachusetts, New York, and Kentucky. We have sales coverage both regionally and on a nationwide scale.</p> <p>The Sales Team's responsibility is to prospect potential new clients, including Participating Entities, determine their needs and requirements, develop the best solution based on our online auction services available, and complete the contract and onboarding process to convert them into clients. Each Sales Team member works daily to identify potential Participating Entities that may need our services and identifies Sourcewell members, or potential new Sourcewell members, that could also utilize our online auction solutions.</p> <p>Our Client Success Team's main role is to provide consistent account management to our clients and contacts them on a regular basis to ensure we are meeting, and exceeding their needs and requirements, in addition to arranging pickups and creating a plan of action for auctioning their items. Since each Client Success Team Member is assigned to a Client, they become familiar with the needs and requirements of personnel and aid them in a higher capacity. Those well-established relationships and consistent communication and account management are often the reason why our services run so smoothly, and our clients have remained with our company for many years.</p> <p>In addition to PropertyRoom.com employees serving our Clients nationwide, we have multiple partners in place to provide additional auction service solutions. We utilize a subcontractor for our Firearms Auction Services, and several partners depending on the region for Haul Away Auction Services for Vehicles and Large Equipment. This gives us the ability to haul away these types of assets to more than 190 yards/auction locations across the United States. Even though we utilize additional partners for some of our auction solutions, clients still work directly with PropertyRoom.com employees to ensure consistency and quality of service while handling any issues or questions that may arise during the auction process.</p>
24	Dealer network or other distribution methods.	<p>PropertyRoom.com does not utilize a dealer network. All service offerings and client communication are handled directly with our own Sales and Client Success teams to ensure consistency and continuity of service to all our 4,100+ valued clients.</p> <p>However, we have partnered with Insurance Auto Auctions, Inc. (IAAI) to better serve our Clients in need of vehicle and equipment auction services. Our Haul Away Auction Services is our program that transports our Client's vehicles and equipment from their lot stores them and auctions them at local IAAI yards. IAAI has a large geographic footprint with a nationwide scope and 190+ yards, which makes it easy to serve many clients nationwide while picking up and successfully auctioning larger assets. IAAI markets to bidders in 110+ countries and offers live and live-online bidding.</p> <p>We partnered with Buds Gun Shop to provide secure, fast, and easy auction services for firearms, firearms accessories, and ammunition. With Buds Gun Shop's over 40 years' experience in the industry, Federal Firearms License (FFL), and full compliance with ATF, Title 18, U.S. Code, Ch. 44 and NFA (26 U.S.C., Ch. 53) process, we can offer this additional service to our clients.</p>
25	Service force.	<p>With our full-service solutions, our Service force stretches across multiple departments to provide the best level of service possible to our clients.</p> <p>Our seven (7) Client Success Team members provide account management to clients on all auction service offerings and ensures items are sent to auction quickly and efficiently.</p> <p>Our six (6) Driver Team members are responsible for facilitating pickups at our client locations and safely storing product in our fleet of trucks and transporting and unloading the items at our Processing Centers. With multiple drivers, trucks, and routes nationwide, we are able to provide full-service pickups to most Participating Entities, while still allowing agencies the flexibility to ship items directly to us if preferred.</p> <p>Our twenty-one (21) Processing Center team members across multiple locations are responsible for all tasks in cataloging, imaging, storing, and listing items for auction on the auction platform to get the highest return for our clients. We have Processing Center locations in Farmingdale, NY, Ontario, CA, and Memphis, TN to serve clients nationwide.</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our dedicated Client Success Team works with Clients to ensure a smooth, and fully transparent, transfer of items as they go to auction based on the service offering being utilized.</p> <p>This Team is available 8:00 A.M. EST to 6:00 P.M. EST Monday through Friday by phone or email. Our response time goal for all Client Success inquiries and issues is no more than 24 hours.</p> <p>We offer a comprehensive onboarding and training program called "Safe Passage" for Clients to ensure that all questions are answered, and Clients are prepared to get the most from our auction services as possible. This program starts at onboarding and walks the new Client through their first manifest, pick up, auction, remittance of proceeds, and reporting review to ensure the Client feels comfortable with the process and answer any questions that arise.</p> <p>After onboarding, our Client Success Teams proactively contact our Clients on a regular basis to ensure Client satisfaction and determine if the Client has any items ready to be picked up and sent to auction. Clients can reach out to us directly at any point to schedule pickups, with any questions, or for additional training. We take a personal approach when working with our Clients to ensure they are happy, their needs are met, and all of their questions and concerns are answered on a timely basis.</p> <p>PropertyRoom.com serves thousands of government Clients and other organizations, we also serve more than 2.1 million registered bidders. Our bidder customers on our website require support for various auction process related reasons. Our Bidder Customer Support Team works with our customers to answer any questions throughout the auction process. Bidder Customer Support is available by phone and email from 8:00 AM EST to 8:00 PM EST Monday through Friday. Our response time goal for all Customer Service inquiries and issues is typically 1-2 business days.</p>
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>PropertyRoom.com is number one in the industry for providing full-service property and evidence disposition solutions to more than 4,100 client agencies nationwide.</p> <p>We are fully capable and more than willing to serve our current clients as well as any additional Participating Entities not currently utilizing our services. We welcome the opportunity to present our service offerings to Participating Entities in need of online auction solutions.</p>
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>While we currently do not auction and sell assets to and from Canada, our Haul Away Auction Service partner, IAAI, has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations We can provide Haul Away Auction Services to Sourcwell Participating Entities in Canada.</p> <p>We are currently exploring ways to expand our other online auction solutions to the Canadian market.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We have the ability to serve Participating Entities nationwide, including Hawaii and Alaska.</p> <p>We offer a variety of solutions which may include physically picking up items, utilizing our Pack &amp; Ship program where small items can be shipped to us directly, or large items can be auctioned online while being held at the Client's location.</p> <p>While we currently do not auction and sell items to and from Canada, our Haul Away Auction Service partner, IAAI, has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations We can provide Haul Away Auction Services to Sourcwell Participating Entities in Canada. We are currently exploring ways to expand our online auction solutions to the Canadian market.</p>
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>PropertyRoom.com does not have any limitations on which contract vehicle to utilize. We can fully serve and utilize the Sourcwell contract to Participating Entities in all regions.</p>
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>We are able to serve Participating Entities with a combination of one or multiples of our online auction service solutions in Hawaii and Alaska. We are not currently providing our services in the U.S. Territories.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We are very proud to have a Sourcewell-awarded contract and to be able to offer it as a solution to our prospective Clients, and as such highlight it through multiple marketing channels to promote Sourcewell and our online auction solutions.</p> <p>Our Sales Team is trained and instructed to utilize the Sourcewell-awarded contract as the first option to close a deal due to the benefits that Sourcewell provides to our prospective Clients. Therefore, it is prominently featured in our sales presentations and materials (see attached example Sales Presentation - <a href="#">OnlineAuctionServicesPresentation_PropertyRoomcom_September2020_Template.pdf</a> and Sales Flyer - <a href="#">OnlineAuctionServicesFlyer_PropertyRoomcom_July2020.pdf</a>).</p> <p>The Sourcewell logo and contract information is featured on our website on our partner links page (<a href="https://www.propertyroom.com/about-us/partners">https://www.propertyroom.com/about-us/partners</a>), or lead generation pages (<a href="https://www.propertyroom.com/about-us/law-enforcement-and-municipality-auction-services">https://www.propertyroom.com/about-us/law-enforcement-and-municipality-auction-services</a>) and in our Sales and Client Success Teams email signatures that are sent to prospective and existing Clients to proudly share our affiliation with Sourcewell.</p> <p>We also display the Sourcewell-awarded contract flag prominently at any trade show or conference we attend along with copies of the Sourcewell (see attached example - <a href="#">PropertyRoomcom_SourcewellFlyer.pdf</a>) flyer to show prospective Clients the benefits of joining Sourcewell.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Propertyroom.com uses technology and digital data to enhance our marketing effectiveness for all our marketing campaigns; both to attract new Clients as well as promote our Clients' items that are up for auction. We utilize data based on Clients' and customers' interests and customers' past bidding experiences to customize messages to maintain an engaged audience, which in turn will increase proceeds for our Clients.</p> <p>As we assist our Clients with our unique set of auction services and help auction our Clients' goods for them online, it is important that we drive interested customers to their auctions and convert them to bidders to increase the proceeds.</p> <p>For our current 4,100+ agency Clients and 23,000+ agency target list prospects, we do this by implementing campaigns across multiple marketing channels – on site messaging, regular targeted email campaigns, consistent sales outreach via emails and phone calls, and Public Relations efforts with press releases and media outreach to drive interest nationwide and in local communities. We have been featured on many national, regional and local news programs (including CNNTV, CNN.COM, Fox News TV, and FoxNews.com). An example of a digitalized press release featuring City of Houston, TX, PropertyRoom.com and Sourcewell is featured here: <a href="http://www.prweb.com/releases/2015/08/prweb12884425.htm">http://www.prweb.com/releases/2015/08/prweb12884425.htm</a>.</p> <p>We also aim to grow our Bidder Base of consumers bidding on the auctions we manage for our Clients. To do so, we also use technology and digital data to enhance our business to consumer (B2C) marketing efforts. We engage new and existing customer across multiple marketing channels like on site messaging, regular targeted email campaigns, social media posts and ads across multiple platforms (Facebook, Twitter, Instagram, Reddit, etc.), Public Relations efforts, Pay-Per-Click keyword and ad campaigns, online display advertisements, and more. We utilize data based on customer's interests and past experiences on our site to customize messages and encourage bidding, which in turn will increase proceeds for our Clients.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>PropertyRoom.com has been fortunate to work with Sourcewell for many years and having a Sourcewell-awarded contract is paramount to our sales process. We have appreciated the collaboration provided by our Sourcewell Team as we prospect and work to engage and complete contracts with new Clients, train our internal teams on the Sourcewell process, and answer questions from a potential Client.</p> <p>We utilize the resources at Sourcewell to help identify existing Sourcewell Clients when prospecting or provide examples of other Sourcewell members in their area for prospects. Being able to show the wide network of Sourcewell Participating Entities assists in easing any concerns or questions about the process and provides references.</p> <p>Having a Sourcewell-awarded contract is a prominent feature in our sales collateral tools and is a main talking point with all potential Clients. We approach 100% of our prospects with the utilization of our Sourcewell-awarded Vendor Contract. We believe there are many benefits for our potential and existing Clients to be part of Sourcewell therefore it is integrated into our marketing (both external and internal) as we communicate and promote our online auction solutions.</p> <p>We have frequently utilized our Sourcewell contract manager, arranged conference calls with our prospective Clients and, at the approval of our contract manager, asked our prospective Clients to contact our contract manager directly.</p> <p>We would take advantage of the contract award to issue a joint press release with Sourcewell to announce our renewed alliance and promote it through our national marketing channels. We also appreciate the inclusion on Sourcewell materials as well as the website so when members are searching for solutions, we are presented as an option.</p>

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>As our online auction services and platform are service based and not product based, our e-procurement ordering process is for inquiries based on their needs to auction items via a simple and digital process.</p> <p>At initial interest, we offer an electronic outreach form on our website, where interested agencies can submit their information so one of our Sales Team members can contact them with more details. A Sales Team member will then reach out to learn about the interested prospect's needs and help them find the best solution.</p> <p>Once they are a Client, we offer a digital manifest in which the Client would notify us of items that are ready to go to auction. From there we provide a complete turnkey solution that includes pick up/haul away of items, auditing services, authentication services, auctioning, customer support, delivery to the winning bidder, and several value-added benefits.</p>
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Since PropertyRoom.com offers a full-service solution to online auctions where we aim to handle the process from pick up at client locations to shipment to the winning bidder, there should be very little training necessary beyond the Welcome Call with our Client Success Team. Product and equipment maintenance does not apply to our online auction services.</p> <p>PropertyRoom.com takes a hands-on approach and ensures clients are comfortable with all aspects of the auction process. After our initial training program, Safe Passage, which walks Clients through their first manifest, auctions, proceed remittance, and reporting reviews, if Clients require additional guidance, we are happy to set up additional and ongoing training as needed. We maintain Zoom accounts for managers to train Clients online with a hands-on and visual approach to show them how to utilize their account in our proprietary online reporting portal, AgencyWeb, to maintain visibility of item inventory and where to find reports on their surplus items. AgencyWeb is our web-based reporting tool for clients to access and view various reports about the items they have entrusted to PropertyRoom.com.</p> <p>Our Client Success Team continually follows up to ensure Client satisfaction. We take a personal approach when working with our Clients to make sure they are happy, and their needs are met. Our Client Success Team is available by email and telephone for our Clients to reach out to if they have any questions or concerns.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>We have over twenty (20) years' experience in the online auction industry and are leaders in our field in offering property and evidence disposition services to law enforcement, municipalities, and other organizations. We have developed a proprietary online auction platform utilizing the most recent technologies to provide a safe, secure, and fun place for our Clients and Bidders.</p> <p>We've created a proprietary solution for our Clients to auction vehicle and equipment assets by developing a simple mobile cataloging tool called MobiCat®. The user can enter a VIN number which automatically populates basic vehicle information, take photographs directly from a tablet device, customize with specific details about the asset, and submit for auction to launch it on the online platform.</p> <p>In order to provide complete transparency on items and fulfill chain-of-custody requirements from our Clients, we have developed a proprietary online reporting portal where Clients can access information on the items sent to us 24/7. This portal, AgencyWeb, provides reporting such as (examples shown in the appendix of the Sales Presentation - OnlineAuctionServicesPresentation_PropertyRoomcom_September2020.pdf):</p> <ul style="list-style-type: none"> <li>• The items sold during the prior month, all relevant amounts for winning bid, sales tax, credit card costs, and Client share of proceeds</li> <li>• The items consigned for sale during the month</li> <li>• The total amount of proceeds collected during the month</li> <li>• The items, if any, inventoried at the end of the month</li> <li>• Any and all relevant make, model, or other identification provided on the auction manifest</li> <li>• The Clients net proceeds and PropertyRoom.com's net proceeds during the preceding month</li> <li>• Cumulative year-to-date totals for sales proceeds, Client's proceeds and PropertyRoom.com's proceeds</li> <li>• All required Client reference numbers and identifying information to permit reconciliation, including manifest date, page and line number, case ID, and Client auction reference number.</li> <li>• Custom reporting options are available for client agencies needing more detailed and broken-down information for the previous month.</li> </ul>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The very essence of our services involves a form of recycling by redeploing items for extended use and thereby reducing additional raw material consumption and reducing landfill use. We have also implemented our own Green Policy as a goal to use only the resources we need, leaving as small a footprint as possible while delivering innovative, high value online auction services.</p> <p>The initial emphasis of our Green Policy revolves around the following areas:</p> <p>Document Management &amp; Recycled Paper Usage. We seek to decrease our Clients' and our own consumption of paper while purchasing only paper that contains recycled content. We have several current Company practices like using online electronic reports for internal and client use and deployment of recycled paper products for printing and packaging materials.</p> <p>Metal Recycling Many products our Clients seek to monetize are comprised mainly of metals and have reached the end of their useful lives. We then put the composite metals to reuse by scrapping at metal reclamation facilities.</p> <p>Responsible Disposition of Hazardous Electronic Waste Many types of electronic products that our Clients seek to monetize contain hazardous materials and have reached the end of their useful lives, thus considered hazardous waste. Our Company is committed to disposing of such products in a responsible manner. Currently we manage an internal, online directory of facilities that we utilize for disposing of such electronic goods. All of these facilities are licensed by the U.S. Federal EPA.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PropertyRoom.com provides auction services not equipment or products, so eco-labels, ratings, and certifications do not apply to our service offering.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While we do not possess WMBE or SBE accreditations ourselves, we do make a commitment to utilize such business enterprises as suppliers of services for us in fulfilling our existing contracts. For example, through our partner, Insurance Auction Auctions, Inc., (IAAI), we utilize a WMBE-accredited towing contractor; we also make efforts to source fuel suppliers, temporary labor, and other goods and services we require from WMBE and SBE entities.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>What makes our solution so comprehensive and unparalleled in our industry is that we are the only company to offer a variety of service levels, including a completely full-service solution to handle the entire auctioning process of property and evidence from beginning to end. We pick up, process, and auction the items so our customers can focus on enforcing the law. Much of our competition provides just a listing service platform which puts the majority of the work back on the Client themselves.</p> <p>There are multiple unique attributes that make our solution the choice of over 4,100 law enforcement agencies and municipalities nationwide:</p> <ul style="list-style-type: none"> <li>• Ability to handle multiple item types like property and evidence, firearms, firearms accessories, ammunition, vehicles, and equipment</li> <li>• Trustworthy reputation and loyal Client and Bidder base for over 20 years</li> <li>• Authentication services for high-end items like jewelry, watches, and coins internally and with third parties, like the GIA and independent specialists, at no additional cost</li> <li>• Total transparency and full chain of custody reporting of our straightforward policy of documenting every item and maintaining a full audit trail available 24/7 via our proprietary online reporting portal, AgencyWeb</li> <li>• Identification and destruction or return of counterfeits at our Processing Centers</li> <li>• Flexibility in variety of online auction services for Clients to choose the solution that best fits their needs</li> <li>• Capability to return lost or stolen items when citizens prove any item on our site is rightfully theirs</li> <li>• Federal Firearms Licensed Dealer (FFL) and also subcontract our Firearm Auction Services to Buds Gun Shop (<a href="https://www.budsgunshop.com/">https://www.budsgunshop.com/</a>), also a Federal Firearms Licensed Dealer (FFL) and the largest online retailer of firearms in the United States</li> <li>• Option to auction firearms for a credit in exchange for a variety of law enforcement equipment through Buds Gun Shop</li> <li>• Partnership with multiple subcontractors who are experts in their field, like Insurance Auction Auctions (IAAI), who expands our ability to offer Vehicle &amp; Equipment Auction Services with their over 190 facilities nationwide</li> </ul>	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	We offer online auction services not products, parts, and labor which would traditionally offer a warranty. Therefore, warranties are not applicable for our services. *
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We offer online auction services, so warranties are not applicable for our services, and therefore do not have usage restrictions or other limitations. *
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We offer online auction services, so warranties are not applicable for our services, and therefore do not require travel time and mileage expenses of technicians. *
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We offer online auction services, so warranties are not applicable for our services, and therefore do not require a certified technician to perform repairs. *
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We offer online auction services, so warranties are not applicable for our services, and therefore do not have manufactured parts or equipment. *
47	What are your proposed exchange and return programs and policies?	We offer online auction services, so products and parts for exchange or return are not applicable for our services,  However, we do offer the ability for a Client to request an item back after it has been sent to us. For example, if a law enforcement agency sent us an item from a case and that case needed to be reopened, as long as we had the item in our possession, we would be able to send back to the Client to satisfy their legal requirements. *
48	Describe any service contract options for the items included in your proposal.	We offer online auction services, so service contract options for a product with parts and labor are not applicable.  However, we do have a standard agreement for our auction services for our Participating Entities to sign to use our services. This agreement includes all our online auction solutions, so clients can add additional services as needed. *



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>As an online auction company, PropertyRoom.com retains a commission percentage of each auction; therefore, the Client will not have to remit payment to us under any terms.</p> <p>PropertyRoom.com employs the same standard reconciliation and payment process for 100% of its Clients. Once a month, PropertyRoom.com reconciles all auction items closed and paid for the previous calendar month and prepares payment to Clients. We send proceeds through the Clients preferred method, such as mailing checks or wire transfer, for Client net proceeds based on the reconciliation for the previous calendar month auction results.</p>
50	Describe any leasing or financing options available for use by educational or governmental entities.	<p>PropertyRoom.com provides service solutions that are revenue-generating opportunities for Clients, so there is no need for leasing or financing options in order to utilize our service solutions. This frees up any need to find money in the agency's budget in order to utilize our services. We remit net proceeds to Clients on a monthly basis.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>As we offer services and not products, the ordering process consists of Participating Entities reaching out to us when they have items ready to go to auction and our Client Success Team doing active outreach to Clients to assist in sending their items to auction when ready.</p> <p>PropertyRoom.com does not utilize a dealer network. All service offerings and client communication is handled directly with our own Sales and Client Success teams to ensure consistency and continuity of service to all our 4,100+ valued clients.</p> <p>Clients utilize a digital manifest to list items deemed ready for public auction. The items on the manifest are tracked in our proprietary reporting system, AgencyWeb, for full transparency to our Clients and full tracking of each Client and related sub-accounts.</p> <p>Our Client relationship management (CRM) database contains information on each Client account and all related sub-accounts. We maintain the account management for all Clients even when working with a subcontractor and all sales are recorded and managed in our systems. In addition to tracking all items that flow through our systems, auctioned items, sales, we track any Clients that have signed up using Sourcwell as the contract vehicle and utilize this information when preparing the quarterly sales report to Sourcwell.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>As an online auction company, PropertyRoom.com offers a revenue share model where we retain a commission percentage of each auction; therefore, the Client will not have to remit payment to us nor use a P-card.</p>

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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<p>53</p>	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>We have a revenue share model for online auction services. We keep a commission percentage of the winning bid of an item if it sells – there are no upfront costs.</p> <p>We do not charge listing fees for individual auctions, training fees, start-up costs, advertising costs, or fees for our value-added services. For example, on our Portables Auction Service, we pick up items, audit, image, write descriptions, authenticate internally and/or with third party specialists, perform disk erasure, provide refurbishment on certain items, etc. All of this is included in our simple, revenue share model.</p> <p>We offer online auction services, and not products with products, parts, and labor, we do not have SKUs for our service solutions proposed in this RFP response.</p> <p>Please see below for our pricing breakdown by service proposed in this RFP response:</p> <p><b>PROPERTY &amp; EVIDENCE DISPOSITION SERVICES</b></p> <ul style="list-style-type: none"> <li>Sourcewell Member Discounted Pricing (non-bicycles): 50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all items. This way you get to keep more of the proceeds for higher valued items. (Compared to Non-Sourcewell Pricing: 50% of the Winning Bid for all items.)</li> <li>Sourcewell Member Pricing (bicycles): 85% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 85% of the Winning Bid.)</li> </ul> <p><b>FIREARMS AUCTION SERVICES</b></p> <ul style="list-style-type: none"> <li>Sourcewell Member Discounted Pricing: 50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all items. This way you get to keep more of the proceeds for higher valued items. (Compared to Non-Sourcewell Pricing: 50% of the Winning Bid for all items.)</li> </ul> <p><b>VEHICLE &amp; EQUIPMENT AUCTION SERVICES</b></p> <p><b>Haul-Away Auction Service</b></p> <ul style="list-style-type: none"> <li>Sourcewell Member Pricing: 12.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 12.5% of the Winning Bid.)</li> </ul> <p><b>In-Place Auction Service</b></p> <ul style="list-style-type: none"> <li>Sourcewell Member Discounted Pricing: 2.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 5% of the Winning Bid.)</li> </ul> <p><b>Impound Auction Service</b></p> <ul style="list-style-type: none"> <li>Sourcewell Member Pricing: 12.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 12.5% of the Winning Bid.)</li> </ul> <p>See our Pricing: - <a href="#">PropertyRoomcom_Sourcewell_Pricing_2021.pdf</a> - for this information as well.</p>
<p>54</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>As noted, our pricing is a revenue share model where we keep a commission percentage of the winning bid of an item if it sells – there are no upfront costs.</p> <p>We have discounted our commission percentage for Sourcewell Participating Entities for many of our auction services approximately 25% to 50% of our standard commission percentage.</p>
<p>55</p>	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>We offer online auction services, and not products with products, parts, and labor, we do not have any volume rebates or quantity discounts.</p> <p>Our pricing structure is already discounted to our government, educational and non-profit Clients due to our lower, negotiated rates with our partners. For example, when we negotiated with one of our larger partners for haul-away services of vehicle and large equipment assets, we absorbed some of the usual and customary fees usually passed on to Clients by other auction companies including towing for the first thirty (30) miles and cleaning and preparation fees for vehicles. We continue to absorb these fees providing additional savings to our Clients.</p>

56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>All fees are noted in the pricing section of this proposal. Our main commission is a percentage of the winning bid, but we detail any potential fees depending on the service level requested.</p> <p>In our Haul-Away Services solution for Client vehicle and large equipment assets, we note in our pricing that medium and heavy tows that may require additional tow equipment beyond a standard vehicle transporter. These will be billed at cost based on quotes received from local tow providers under our subcontractor.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>We strive for a simple, and straightforward revenue share pricing model as described in question 53. We do not charge for many of our value-added services for example, on our Portables Auction Service, we pick up items, audit, image, write descriptions, authenticate internally and/or with third party specialists, perform disk erasure, provide refurbishment on certain items, etc.</p> <p>However, there are a some additional charges that are listed below and are mainly a result of pass-thru charges from our subcontractors. These fees would be deducted from Client Net Proceeds to maintain our revenue share pricing model and eliminate any additional invoicing.</p> <p><b>ALL AUCTION SERVICES</b></p> <ul style="list-style-type: none"> <li>• Payment Processing Cost ("PP Cost")</li> </ul> <p>What: This is a portion of the fee to process payment. For example, credit card fees.  Fee Amount: 3% of the Sales Price (includes Winning Bid plus shipping and handling, shipping insurance and sales tax paid by a buyer)</p> <p><b>PROPERTY &amp; EVIDENCE DISPOSITION AUCTION SERVICES</b></p> <ul style="list-style-type: none"> <li>• Shipping or Fuel Surcharge Fee</li> </ul> <p>What: We charge a small fee to get your items to us either by shipping via common carrier or picked up by us  Fee Amount:  - If items are transported via common carrier and not picked up by us, a portion of the shipment cost will be deducted from Client Net Proceeds.  - If items are picked up by us, a fuel surcharge will be deducted from Client Net Proceeds for each picked up Manifest. This Fuel Surcharge is determined by quarterly retail diesel prices, as published by the U.S. Energy Information Administration. There is no Fuel Surcharge if the Retail Diesel (per gal) is lower than \$2.50 / gal. There is a \$12.40 fee for every \$0.50 per gal change in Retail Diesel (e.g. \$2.50 to \$2.99 is a \$12.40 fee, \$3.00 to \$3.49 is a \$24.80, etc.). This fee is divided across locations and/or sub-accounts picked up same day.</p> <p><b>FIREARMS AUCTION SERVICES</b></p> <ul style="list-style-type: none"> <li>• No additional fees</li> </ul> <p><b>VEHICLE &amp; EQUIPMENT AUCTION SERVICES</b></p> <p><b>IN-PLACE AUCTION SERVICES</b></p> <ul style="list-style-type: none"> <li>• No additional fees</li> </ul> <p><b>HAUL-AWAY AND IMPOUND AUCTION SERVICES</b></p> <p>Towing  - Light Tow - \$10 for every 10 miles over the first 30 free miles  - Medium/Heavy Tow - Billed at cost by subcontractor</p> <p>Re-list/Re-run  - \$35.00 per additional re-list on 4th attempt onward due to any type of Client imposed bidding restriction (e.g., reserve price not met);</p> <p>De-identification  - \$20.00 / quarter hour</p> <p>Decal Removal  - \$20.00 / quarter hour; \$45.00 minimum charge per vehicle (\$45.00 maximum charge per vehicle for Light Duty Vehicles)</p> <p><b>HAUL AWAY AUCTION SERVICES</b></p> <p>Storage – light and medium duty  - \$3.00 / day over 30 days past pickup date only if due to Client</p>	*

		<p>imposed issue (e.g., reserve price not met or title issue); (Compared to Non-Sourcwell Member Pricing: \$5.00 / day over 30 days past pickup date)</p> <p>Storage – heavy duty - \$5.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue) (Compared to Non-Sourcwell Member Pricing: \$8.00 / day over 30 days past pickup date)</p> <p>IMPOUND AUCTION SERVICES Owner Storage - \$8.00 / day</p> <p>See our Pricing: PropertyRoomcom_Sourcwell_Pricing_2021.pdf - for this information as well.</p>	
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We offer online auction services, and not products with products, parts, and labor, we do not have any delivery costs to the Sourcwell member. However, we do have a shipping fee for items shipped to us or a Fuel Surcharge for items that are picked up as described in question 57 above.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As noted above, we offer online auction services, and not products with products, parts, and labor, we do not have any delivery costs to the Sourcwell member. However, we do have a shipping fee for items shipped to us or a Fuel Surcharge for items that are picked up as described in question 57 above.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	PropertyRoom.com provides multiple service solutions nationwide, but there are no products for delivery. We provide our services nationwide and work with Clients and potential Clients to find the best solution for all.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>PropertyRoom.com maintains the account management for all Clients, even when working with a subcontractor so we can ensure complete accuracy in pricing and reporting for our Sourcwell contracts. We are the Primary and Sole Point of Contact with our Clients and control all Client payments. We internally track all Clients that have utilized Sourcwell as the contract vehicle in our Client relationship manage (CRM) database which holds all the information on each Client, and our system's processing payments based on the assigned contract.</p> <p>PropertyRoom.com's contract administrator cross references and verifies the Sourcwell Client list when preparing the quarterly sales report to Sourcwell to ensure all Clients under Sourcwell are included.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 2% administrative fee, payable to Sourcwell and calculated as a percentage of the net service revenue we receive from agreements executed under the Sourcwell national contract awarded as a result of this RFP.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>PropertyRoom.com offers a variety of online auction service solutions to agencies, municipalities, and organizations nationwide to serve our Client's needs and requirements.</p> <p>Ranging from full-service pick up/haul-away, ship to us, to in-place (at your location) online auction solutions, we handle the auctioning of a variety of item types like property and evidence, vehicles and equipment, and firearms and firearm accessories.</p> <p>We aim to provide the best-in-class solutions to eliminate clutter, reduce storage and handling costs, safely and securely liquidate items, increase proceeds, and employ chain of custody practices for all our 4,100+ clients.</p> <p><b>VEHICLE &amp; EQUIPMENT AUCTION SERVICES</b>  Our Vehicle &amp; Equipment Auction Services offers flexibility in options to best suit our Client's needs. We offer a haul-away solution where we pick up the assets and store at a partner yard during the auction process, an in-place solution for larger assets that do not lend themselves to truck transport, and an impound solution where we help handle citizen returns and auction assets if needed and authorized.</p> <p>PropertyRoom.com's Haul Away Auction Services auctions surplus vehicles and other equipment in online auctions without having to store them in place, at their facilities/lot locations. The process is easy to follow and requires very little effort from the Client, with frequent auctions to clear assets quickly and efficiently. We have also partnered with Insurance Auction Auctions, IAAI, to offer a full-service solution for the public sector.</p> <p>PropertyRoom.com's In-Place Auction Services specializes in selling large pieces of property which do not lend themselves to truck transport. This service is built to auction larger surplus assets while minimizing efforts and increasing efficiency and revenue.</p> <p>PropertyRoom.com's Impound Auction Services allows Client's to store assets while they are waiting for citizen redemption. We haul away the asset and store at a secure location to free up the Client's parking lot and meet all legal requirements. We handle the asset from towing to processing citizen returns, and even auctioning the asset if necessary.</p> <p><b>PROPERTY &amp; EVIDENCE AUCTION SERVICES</b>  Our Property &amp; Evidence Auction Services is a streamlined process of auctioning seized, found, unclaimed, stolen, recovered and retired property online while maximizing sales. We handle everything from item pick up and evaluation to auctioning to post auction accountability. All a Client must do is schedule the pickup – we'll handle everything else.</p> <p>We can, and have, auction everything from diamond rings, luxury watches, designer handbags, the latest in technology, rare collectibles, valuable coins, and gold, to digital cameras and more.</p> <p>In addition to over 20 years' experience in auctioning items, we provide many value-added services at no additional cost. For example, we complete a detailed evaluation of jewelry, watches, and other high-value items including precious metals using our Niton DXL Precious Metal Analyzer machine, as well as work with third parties like the GIA and other independent specialists to authenticate identified high-value items. We also take security seriously and utilize disk erasure/destruction utilizing a DoD 5220.22-M wipe pattern used by many branches of the U.S. Government, restore to original factory settings, or other processes for electronics when appropriate.</p> <p><b>FIREARMS AUCTION SERVICES</b>  Our Firearms Auction Service handles the liquidation of a law enforcement or government agency's firearms, ammunition, and firearms accessories inventory by auctioning online on our partner website, eGunner.com, a secure, and leading, online firearms auction site available to bidders nationwide, 24/7/365.</p> <p>Unlike the traditional methodology of auctioning evidence/service firearms to an FFL dealer (which in turn resells to a dealer and eventually gets sold to an end-user), we auction on a retail basis, utilizing our unique FFL to FFL network to sell direct to end-users. In addition to this unique process producing higher returns than traditional methods in most cases, we offer 100% compliance with ATF, and adhere to the local/regional/state/U.S. rules and regulations regarding the purchase of a firearm, including background checks and required waiting periods.</p> <p>We even pay for the cost of getting our Client's seized/confiscated/unclaimed firearms to us for preparation of auction sale to simplify the process even further.</p> <p>We do not just provide an auction solution to our clients, but many auction solutions</p>

		in multiple industries to fulfill all the needs of our law enforcement and municipal clients. Our service offerings are vast and comprehensive so Participating Entities can work with one vendor for all auction services if that is their need. Our goal has always been to provide our clients with the best possible solution for any item they have been directed to send to auction.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within this RFP category of Auction Services there are subcategories of solutions that we offer additionally:</p> <p>Haul-away Vehicle &amp; Equipment Online Auction Services                      In-Place Vehicle &amp; Equipment Online Auction Services                      Impound Vehicles Online Auction Services                      Property &amp; Evidence Online Auction Services                      Firearms Online Auction Services                      Seized, Stolen, Abandoned &amp; Surplus Online Auction Services</p> <p>These fall under the broader Sourcwell categories for:</p> <p>Administrative Services – Auction &amp; Liquidation                      Fleet Related – Auction &amp; Liquidation</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Online auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Property & Evidence / Firearms / Vehicle & Equipment
67	On site live auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vehicle & Equipment Auctions
68	Live streaming auctions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vehicle & Equipment Auctions
69	Auction-related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Property & Evidence / Firearms / Vehicle & Equipment related services like authentication, processing, customer service, marketing, payment processing, towing, etc.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>PropertyRoom.com has directed our Sales Team to offer Sourcwell contract to all applicable prospective clients. With this directive, we expect the majority of new accounts added to our system to be under the Sourcwell contract. Our goal is 90% or greater of new clients to be under Sourcwell going forward. Our goal is 100% renewal clients to be under Sourcwell as the agreements come up for renewal in our database which is a metric we track regularly.</p> <p>We monitor the success of the Sourcwell contract by analyzing the percentage of Sourcwell Participating Entities that are Prospects and Clients, as well as the revenue generated, and number of auctions compared to non-Sourcwell contracts.</p>
70	Describe your roles and responsibilities for each service you are proposing.	<p>Our online auction services are designed to provide a convenient, transparent, and simple solution to law enforcement agencies, municipalities, and other organizations. PropertyRoom.com's objective is to do the heavy lifting in providing online auction services for property and evidence, vehicles and equipment, firearms and firearm accessories, and provided additional value-added benefits not found with other auction service companies.</p> <p>Under our VEHICLE &amp; EQUIPMENT AUCTION SERVICES, we will be responsible for the below tasks to provide clients the best possible service.</p> <p>HAUL-AWAY AUCTION SERVICES</p> <ul style="list-style-type: none"> <li>• Tow assets from your storage location</li> <li>• Conduct a live or live-online auction that reaches a local, national, and international audience of bidders</li> <li>• Handle customer support and payment collection from the winning bidder</li> <li>• Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations</li> <li>• Provide a detailed audit trail to track your assets</li> <li>• Public inspections held off your premises - reducing liability and risk of lawsuits</li> </ul>

- Facilitate title and registration transfer and pick up of asset
- Full transparency of current and historic records from manifest to purchase

#### IN-PLACE AUCTION SERVICES

- List your assets and apply our auction expertise to optimize proceeds
- Conduct online auctions that reach our 2.1+ million registered bidders
- Handle customer support, collect payment from the winning bidder, and coordinate asset pick up
- Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations
- Provide a detailed audit trail to track your assets
- Full transparency of current and historic records from manifest to purchase

#### IMPOUND AUCTION SERVICES

- Tow assets from your storage location
- List your assets and apply our auction expertise to optimize proceeds
- Conduct a live or live-online auction that reaches a local, national, and international audience of bidders
- Handle customer support and payment collection from the winning bidder
- Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations
- Provide a detailed audit trail to track your assets
- Public inspections held off your premises - reducing liability and risk of lawsuits
- Facilitate title and registration transfer and pick up of asset
- Full transparency of current and historic records from manifest to purchase

Under our PROPERTY & EVIDENCE AUCTION SERVICES, we will be responsible for the below tasks to provide clients the best possible service.

- Pick up items from your location and transport to one of our secure Processing Centers
- Scan everything into our system for complete chain of custody tracking
- Image, clean, sort, authenticate, and assess the item conditions
- High value items may be sent out for third party evaluation
- Reasonable repair of high-value items
- Conduct online auctions that reach our 2.1+ million registered bidders
- Handle customer support, collect the winning bidder's payment, and ship all paid items
- Provide consistent marketing support
- Remit proceeds to your preferred location
- Provide a detailed audit trail to track your items 24/7
- Additional Added Service: Return of lost/stolen items when citizens prove an item is rightfully theirs.

Under our FIREARMS AUCTION SERVICE, we will be responsible for the below tasks to provide clients the best possible service.

- Pick up items from your location and transport to one of our secure Processing Centers
- Scan everything into our system for complete chain of custody tracking
- Inspection of weapons to confirm they are legal for sale (not fully automatic, obliterated serial number, etc.)
- Image, clean, sort, authenticate, and assess the item conditions
- Destruction of weapons that are not legal for sale
- Biohazard Firearm Cleaning Service offered, which ensures the firearm is desirable/saleable.
- Conduct online auctions on partner's website, eGunner.com
- Transfer firearm to local FFL Dealer for winning bidder to pick up following all local, state, and federal regulations
- Handle customer support, collect the winning bidder's payment
- Provide consistent marketing support
- Remit proceeds to your preferred location
- Provide a detailed audit trail to track your items
- Additional Added Service: Return of lost/stolen items when citizens prove an item is rightfully theirs

71	Describe the agency's roles and responsibilities for each service you are proposing.	<p>We know that our Clients have more mission critical tasks to complete than auctioning property and evidence, vehicles and equipment, and firearms and firearm accessories. That is why we have developed online auction services where we handle the majority of the work – from our full services solutions, to listing service options.</p> <p>Under our VEHICLE &amp; EQUIPMENT AUCTION SERVICES, agencies will be responsible for the following tasks.</p> <p>HAUL AWAY AUCTION SERVICES</p> <ul style="list-style-type: none"> <li>Contact PropertyRoom.com Client Success Team with asset information and pickup location,</li> <li>Send sale documents to designated location for auction preparation of assets</li> </ul> <p>IN-PLACE AUCTION SERVICES</p> <ul style="list-style-type: none"> <li>Contact PropertyRoom.com Client Success Team with 30 images and a description of your assets</li> <li>Execute pick up of asset and title/registration transfer to winning bidder</li> </ul> <p>IMPOUND AUCTION SERVICES</p> <ul style="list-style-type: none"> <li>Contact PropertyRoom.com Client Success Team with asset information and pickup location</li> <li>Send sale documents to designated location for auction preparation of assets</li> </ul> <p>Under our PROPERTY &amp; EVIDENCE AUCTION SERVICES, agencies will be responsible for the following tasks.</p> <ul style="list-style-type: none"> <li>Bar code and manifest items to allow complete audit trail</li> <li>Contact PropertyRoom.com Client Success Team with item information and pickup instructions</li> <li>Facilitate pickup of manifested items on the designated pickup day and time</li> </ul> <p>Under our FIREARMS AUCTION SERVICES, agencies will be responsible for the following tasks.</p> <ul style="list-style-type: none"> <li>Bar code and manifest items to allow complete audit trail</li> <li>Contact PropertyRoom.com Client Success Team with item information and pickup instructions</li> <li>Facilitate pickup of manifested items on the designated pickup day and time</li> </ul>
72	Describe your process of assessing market value of the items to be auctioned (where applicable).	<p>The nature of an auction allows the market at the time of auction to determine the market value of an item, and as we have processed and auctioned hundreds of thousands of auctions per annum, we have significant amounts of market data to support actual market values of the majority of items and item classes handled by our robust line of auction services.</p> <p>In addition, we provide value added services to optimize and assess market value of items. Not only have we acquired a significant amount of internal knowledge on the value of items that we process and auction, but we also work with third party evaluators like GIA and others for high-value items to provide trust on the quality of such items to realize the true market value.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 73. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification



## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Aaron Thompson, CEO, PropertyRoom.com, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_9_Auction_Services_RFP_012821</b> Sun January 24 2021 06:05 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_8_Auction_Services_RFP_012821</b> Thu January 14 2021 08:57 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_Auction_Services_RFP_012821</b> Fri January 8 2021 08:58 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Auction_Services_RFP_012821</b> Wed January 6 2021 04:22 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Auction_Services_RFP_012821</b> Wed January 6 2021 02:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Auction_Services_RFP_012821</b> Wed January 6 2021 02:01 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Auction_Services_RFP_012821</b> Tue January 5 2021 01:35 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Auction_Services_RFP_012821</b> Mon January 4 2021 04:23 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Auction_Services_RFP_012821</b> Mon December 28 2020 11:21 AM	<input checked="" type="checkbox"/>	2

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract for the furnishing of television airtime for use by the Parks + Rec Department to Charter Communication Holdings, LLC, dba Spectrum Reach, at an actual cost to the County not to exceed \$19,002.00.

**RESOLUTION NO. 20996**, June 21, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department's marketing campaign primarily focuses on the medium of television to promote attractions and events while creating awareness for the Department's Parks + Rec logo and brand; and,

WHEREAS, the Director of Parks + Rec recommends a contract for airtime with Charter Communication Holdings, LLC, dba Spectrum Reach, which will include thirty- second cable ads placed on a variety of cable networks throughout Jackson County, as well as metro-wide advertising; and,

WHEREAS, the campaign includes thirty-second ads on non-traditional viewing platforms including on demand, mobile devices, AT&T, and Direct TV, and select third-party network apps; and,

WHEREAS, the Director of Parks + Rec, after conducting research on the availability of the needed services in the Jackson County market, recommends the award of this contract to Charter Communications Holdings, as only its Spectrum Reach program offers the capability of combining cable television airtime with non-traditional viewing platforms such as "on-

demand” viewing, mobile devices, Direct TV, and third-party applications; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Directors of Parks + Rec and Finance and Purchasing recommend the award of the contract for the required television airtime to Charter Communication Holdings, LLC, dba Spectrum Reach, at an actual cost to the County in the amount of \$19,002.00, as a sole source purchase; and,


WHEREAS, award as a sole source is appropriate as only Charter Communication Holdings, LLC, dba Spectrum Reach, is capable of providing these specific services; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Directors of Parks + Rec and Finance and Purchasing and that the Director of Finance and Purchasing be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20996 of June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 003 1601 56210

ACCOUNT TITLE: Park Fund  
Director of Parks  
Advertising

NOT TO EXCEED: \$19,002.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Resolution No.: 20996  
Sponsor: Tony Miller  
Date: June 21, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20996
Sponsor(s):	Tony Miller	Legislature Meeting Date:	6/21/2022

Introduction
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Authorizing a Sole Source Purchase with Charter, DBA Spectrum Reach, for the 2022 Parks + Rec Marketing Program.

Request Summary
<p>Jackson County Parks + Rec welcomes over 1.4 Million visitors annually to our parks, lakes, and special events. Our annual marketing program includes outreach through multiple platforms to connect with a diverse audience, including print, online, cable, and radio advertising. These efforts maximize return-on-investment by generating revenues for ongoing programming and facility operations.</p> <p>Parks + Rec and the Purchasing Department have researched cable advertising available in the County, as well as message delivery metro-wide on other platforms such as Mobile devices, Third Party Apps, and On Demand programming. We have found that, while we could buy some one-off specific programming with other providers, we cannot access the inventory and market exposure that Charter, DBA Spectrum Reach, is able to provide. Spectrum Reach is able to deliver the best coverage of cable households throughout Jackson County, and the metro area, and they are the only provider with access to Comcast, AT&amp;T and Direct TV consumers. This expenditure is consistent with Chapter 1030.1 of the Jackson County Code – Sole Source.</p>

Contact Information			
<b>Department:</b>	Parks + Rec	<b>Submitted Date:</b>	5/26/2022
<b>Name:</b>	Brian P. Nowotny	<b>Email:</b>	BPNowotny@jacksongov.org
<b>Title:</b>	Deputy Director Park Operations	<b>Phone:</b>	816-503-4803

Budget Information	
Amount authorized by this legislation this fiscal year:	\$19,002
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$19,002
Is it transferring fund?	No
<b>Single Source Funding:</b>	

## Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	1601 (Director of Parks)	56210 (Advertising)	\$19,002

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20146	April 23, 2019

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

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Sole Source	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.</li> </ul>	

## Request for Legislative Action

### History

Submitted by Parks + Rec requestor: Brian P. Nowotny on 5/26/2022. Comments:

Approved by Department Approver Michele Newman on 5/26/2022 5:43:45 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 5/27/2022 10:41:52 AM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 5/31/2022 10:31:10 AM. Comments: Spectrum Reach is not in compliance. They can go to <https://jacomocompliance.com/login.php> to apply for a certificate.

Submitted by Requestor Brian P. Nowotny on 6/13/2022 4:06:46 PM. Comments: Updated documents with Compliance information, including "Charter, DBA Spectrum Reach"

Approved by Department Approver Michele Newman on 6/13/2022 4:18:29 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/13/2022 4:28:49 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/14/2022 9:47:15 AM. Comments:

Approved by Budget Office Approver Mark Lang on 6/15/2022 3:33:49 PM. Comments: The fiscal note has been attached.

Approved by Executive Office Approver Sylvya Stevenson on 6/15/2022 3:54:43 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 6/16/2022 11:41:53 AM. Comments:







## JACKSON COUNTY Parks + Rec

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
MakeYourDayHere.com

Michele Newman, Director  
(816) 503-4800  
Fax: (816) 795-1234

### MEMORANDUM

**To:** Barbara Casamento, Purchasing Administrator  
**From:** Michele Newman, Director, Parks + Rec  
**Date:** May 25, 2022  
**Subject:** Sole Source Recommendation/Charter dba Spectrum Reach

Jackson County Parks + Rec serves over 1,400,000 visitors annually at our parks, lakes, and recreational facilities. Our Enterprise program, which includes revenue generating centers such as the marinas, campgrounds, and golf course, relies on a robust and diverse marketing program to reach our audience, the citizens of Jackson County. Our marketing lineup includes many different forms of communication, including online, print, radio and television platforms.

In order to make the best use of our marketing dollars, Parks + Rec researched and evaluated cable television advertising opportunities in our marketplace. This included traditional cable marketing, as well as message delivery on other cable-connected platforms, such as Mobile Devices, Third Party Apps, and On Demand programming.

**Our research found that there is only one provider that can provide the specific services, and reach the diverse audience, that we require to deliver our cable message, and that is Charter dba Spectrum Reach.** Spectrum is the largest multi-screen cable advertising partner in the Kansas City Market. Spectrum Reach has *exclusive* access to Comcast, AT&T, Dish, DirectTV and DirectTV Stream households. No other cable provider can offer this type of diverse multi-platform programming. They are a one-stop-shop, with the ability to reach all of these systems and networks county and metro-wide. Not only does Spectrum Reach have over 450,000 cable subscribers in the Kansas City market, they have unmatched reach across every device, with exclusivity to the Spectrum Reach App/VOD and Satellite/Telco providers, as well as streaming networks such as Roku, Sling and Pluto. They have a reach of up to 97% of adults, age 18 and older, in the greater metropolitan area, plus Streaming TV. Monthly reports and analytics will be available to us through Spectrum Reach's proprietary AudienceTrak Dashboard, as well as access to creative, spots, impressions, and upcoming airings, all helping us track the return on our investment.

None of the other cable operators in our area can provide the access that Spectrum Reach does, across numerous multi-media platforms. While we could buy some specific one-off programming with other providers, we



*Frank White, Jr., County Executive*

cannot access the far-reaching inventory that Spectrum Reach is able to produce. Below is a summary of the other providers that were evaluated:

- Consolidated Communications – 10,000-12,000 homes in Johnson County only
- Vyve – 1,000-1,100 homes Atchison only
- Vyve – less than 300 homes in Garnett
- Vyve – less than 500 homes in Ottawa
- United Fiber – less than 3,000 homes in St. Joseph
- Prime Media – only covers Wichita and Topeka -- <https://primemediaproductions.com/video-advertising/coverage-areas>
- Google Fiber TV is no longer a provider in the market as of April. They had roughly 30,000 homes when they shut down, and Spectrum picked up a majority of those homes recently.

You have shared with us that the Purchasing Department has also researched this information, with similar findings. For these reasons, we are requesting that Spectrum Reach be considered a Sole Source, as none of the other providers can access the inventory and provide the impact that Spectrum Reach is able to offer. Below is a summary of our proposed 2022 Cable Marketing Campaign Program.

Thank you for your consideration, and please do not hesitate to contact me if I can provide any additional information.

### **Parks + Rec's 2022 Cable Marketing Campaign Details**

Total investment - \$19,001.20

Implementation Dates – June/July, the peak of the prime season for Enterprise locations

Targeted geography – Jackson County, MO

Audience target - Adults 25-54, HHI \$50K+, Family & Kids, Lifestyle & Entertainment, Outdoor Activities Enthusiast

- 3,460 :15 second commercials on Television networks such as HGTV, Food, History, TBS, Golf, A&E, Hallmark, Bravo, Discovery, and in-game Royals Baseball
- 171,428 impressions or views on streaming Television networks similar to above
- 149,222 impressions or views on premium online video pre-roll. Websites include kansascity.com, kshb.com, espn.com, active.com. All online video impressions are served in a brand safe environment on ComScore's top publishers

### **Added Value:**

- Edited the beaches spot to highlight current offerings - \$75 value
- 250 commercials per zone (3 total zones) running throughout the campaign on demo appropriate networks - \$7,500 value
- Production of two network taggable spots – Fire Masters on Cooking Channel and Hallmark's Christmas In July - \$250 value



*Frank White, Jr., County Executive*

# Jackson County Parks + Rec

2022

Charter DBA Spectrum Reach



Branding: Get the message out about Jackson County Parks + Rec summer event calendar, golf, boating and beaches! Fill the funnel below to extend your reach to those consumers that count!

## Targeted TV

Broad reach on premium networks at DMA or Spectrum TV zone level



## Ads Everywhere

Extended reach to Spectrum subscribers through VOD and streaming devices on top networks at DMA level



## Display and Pre-Roll

Reach beyond Spectrum subscribers in various geographies



## Online Digital Addressable Ads

First and third-party data targeting Spectrum households



## Geo-fencing and Retargeting

Radius based targeting and retargeting



## Search

Keyword targeting in geos as granular as zip codes



# Jackson County Parks + Rec 2022 Recommendation:

## **TACTICS:**

Television

Streaming Television

Online Video Pre-Roll

## **TARGETING:**

Adults 25-54

Household Income (HHI) \$50K+

Family & Kids

Lifestyle & Entertainment

Outdoor Activities Enthusiast

Target Geography:

- Jackson County, MO

The powerful combination of Spectrum's first-party viewing data with trusted third party data creates enhanced targeting to reach the right viewers and maximize the opportunity to deliver your message wherever and whenever your potential customers are watching.



# Jackson County Parks + Rec

## 2022 ADDED VALUE:



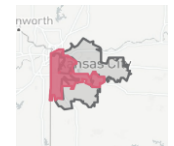
### Added Value:

- Edited the beaches spot to remove outdated footage - \$75 value
- 250 commercials per zone (3 total zones = 750 commercials) running throughout the campaign on demo appropriate networks - \$7500 value
- Production of 2 network taggable spots – Fire Masters and Hallmark’s Christmas in July – to promote and generate awareness of Jackson County Parks + Rec - \$250 value

# Our Recommendation



## Linear Zones



East Zone  
Central Zone  
AT&T Central

## Demographic



Adults 25-54  
Outdoor Enthusiasts

Targeted Television June, July & August 2022

**3,460 Total Commercials - :15 bookends**  
**\$10,315**



Streaming Television (target audience on page 3)

**171,428 Total Impressions/Commercials**  
**\$6,000** (average cost per impression 3.5 cents!)

Targeted Online Video

**149,222 Total Impressions**  
**\$2,686**

**Added Value**

1. Edited beaches spot to include new footage - \$75 value
2. 250 commercials per zone (3 zones) running on demo appropriate networks. - \$7,500 value
3. Production of 2 network taggable spots – Fire Masters and Hallmark’s Christmas in July. - \$250 value

Charter DBA Spectrum Reach  
Taylor Rubin  
9225 Indian Creek Parkway, Suite 500  
Overland Park, KS 66210  
Taylor.Rubin@charter.com  
816-222-5875

**Total: \$19,001.20**

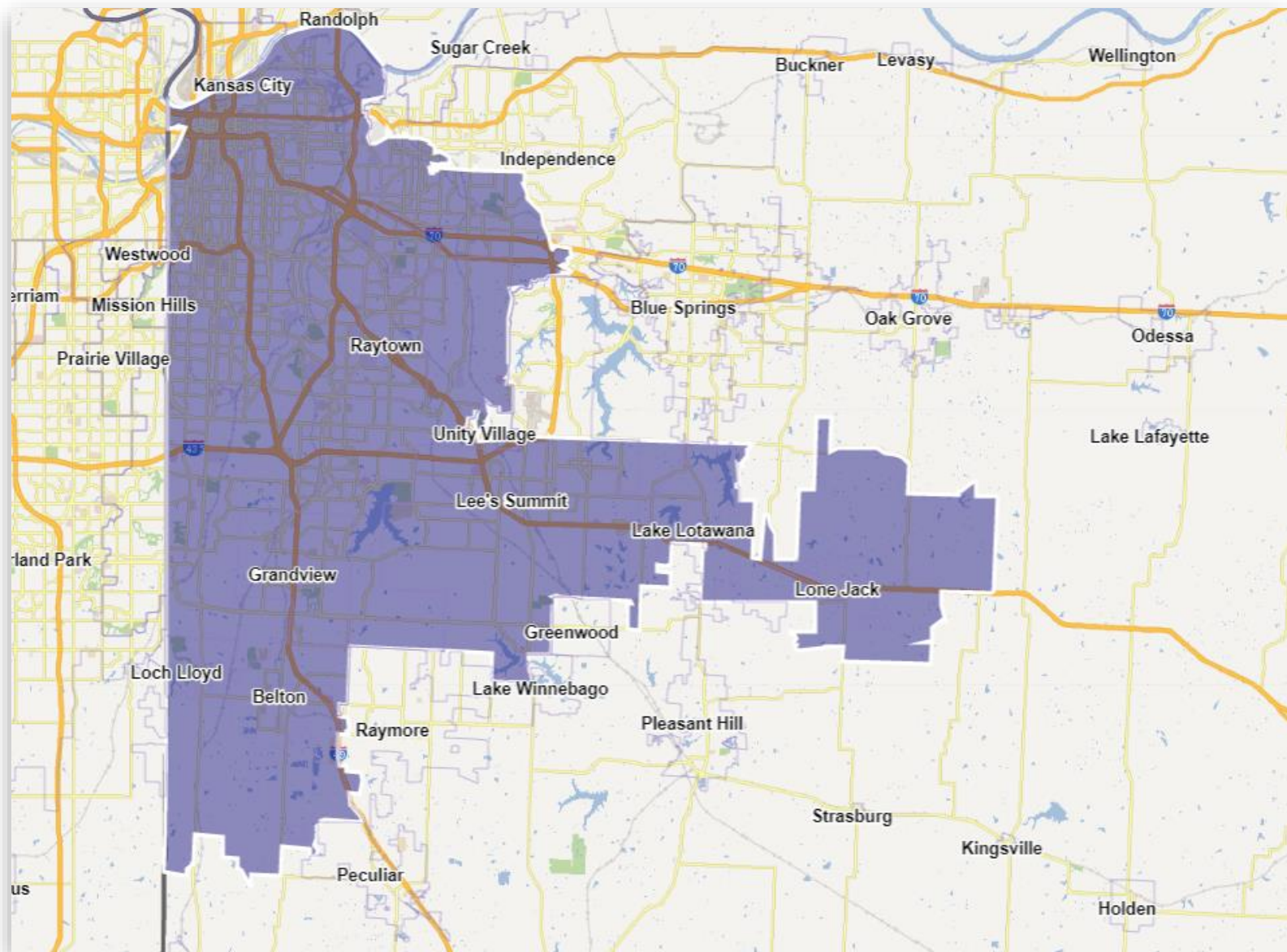
Client Name \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_

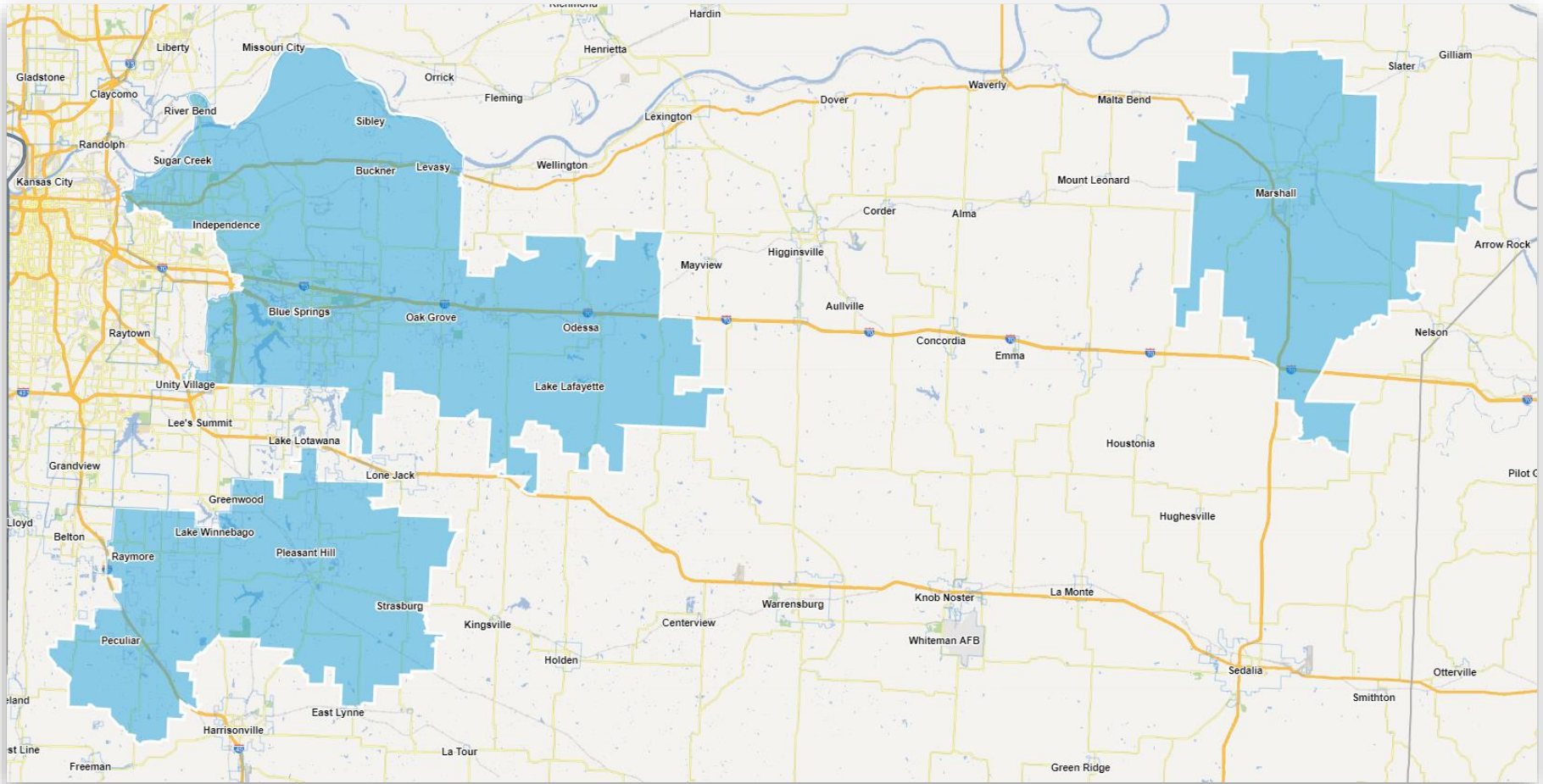




# Central Zone – Charter/AT&T – 5961/1446



# East Zone – Comcast/AT&T – 5963/1447

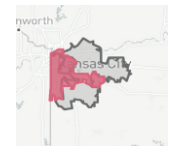


ATT Zone not included – not buying Marshall, Pleasant Hill zone 1447

# 2022 Campaign Investment Summary



## Linear Zones



East Zone  
Central Zone  
AT&T Central

## Demographic



Adults 25-54  
Outdoor Enthusiasts

Targeted Television June, July & August 2022

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Charter DBA Spectrum Reach  
Taylor Rubin  
9225 Indian Creek Parkway, Suite 500  
Overland Park, KS 66210  
Taylor.Rubin@charter.com  
816-222-5875

**Total: \$19,001.20**

Client Name

Date

Client Signature



**SPECTRUM REACH TERMS AND CONDITIONS**

The advertiser, agency, time-buying, or other media placement service (collectively, "Client") contracting for the cablecast, wireless distribution, internet delivery, video over internet protocol delivery ("IPTV"), video on demand ("VOD") placement, mailing or other distribution of any kind (collectively, "distribution") of commercial advertisements, video assets, overlays, programs, printed or other content materials of any kind (collectively, "Advertisements") and Charter Communications Operating, LLC ("Spectrum Reach") hereby agree to these Terms and Conditions. "Agreement" means these Terms and Conditions, together with all Appendices hereto, any orders placed by or on behalf of Client and accepted by Spectrum Reach for distribution of any Advertisement, Ad Content (as defined in Section 5(b)) or other materials, whether on a System, via IPTV, over the internet or otherwise (collectively, "Orders"), and any statements of work entered into between the parties for production services (collectively, "SOWs").

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 18, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, WHICH AFFECTS CLIENT'S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.**

**1. BILLING AND PAYMENTS**

(a) Except as otherwise agreed by Spectrum Reach in writing, Spectrum Reach will bill Client on a monthly basis.

(b) Client will pay each invoice in full within 30 days after receipt, without any deduction or right of set-off or counterclaim; provided that Spectrum Reach in its discretion reserves the right to require payment in advance of any scheduled distribution date. Except as otherwise agreed by Spectrum Reach in writing, Spectrum Reach will have no obligation to accept payment in any form other than cash or immediately available funds. If Spectrum Reach agrees to accept payment by check, Spectrum Reach may process Client's check payments electronically. With electronic check conversion, (i) Client's bank account may be debited in the amount of Client's check as early as the same day Spectrum Reach receives payment, (ii) the transaction will appear on Client's bank statement as an electronic funds transfer, and (iii) Client's original check will be destroyed and will not be returned to Client's bank.

(c) Upon Client's request, Spectrum Reach may include verifications of performance with monthly invoices issued under this Agreement, but the furnishing, completeness and accuracy of such verifications will not be a condition precedent to Client's obligation to timely pay any such invoice. Spectrum Reach will not be liable to Client for, and makes no representations or warranties with respect to, such verifications, except that any such verification for any video content distribution system owned by Spectrum Reach on which any applicable Advertisement was distributed will accurately reflect the internal log for such system.

(d) Other remedies for non-payment notwithstanding, if any amounts payable to Spectrum

Reach under this Agreement are not received on or before the tenth day after such amount was due, then a late payment charge equal to 1.5% per month of such past due amount, cumulative (or if such amount exceeds the maximum permitted under applicable law, then such maximum amount) will become due and payable by Client to Spectrum Reach in addition to such amounts owed under this Agreement, until all amounts are paid in full. Client will reimburse Spectrum Reach for all amounts incurred in connection with collection activities, including without limitation collection agency charges, reasonable attorney fees and costs.

(e) Time is of the essence hereof. If Spectrum Reach does not receive timely payment, then Spectrum Reach in its sole discretion may discontinue further performance under this Agreement in addition to such other remedies as may be available to it under this Agreement, at law or in equity.

**2. TERMINATION**

(a) Orders for traditional linear spot cable Advertisements of 60 seconds or less in duration may be canceled by Client upon 14 days prior written notice to Spectrum Reach, but no such cancellation will be effective until 14 days after the initial start date under this Agreement unless otherwise expressly agreed by Spectrum Reach in writing.

(b) Orders for traditional linear spot cable Advertisements of more than 60 seconds in duration may be canceled by Client upon 28 days prior written notice to Spectrum Reach, but no such cancellations will be effective until 28 days after the initial start date under this Agreement unless otherwise expressly agreed by Spectrum Reach in writing.

(c) Advertisements consisting of non-traditional or "advanced" advertising where additional and varying

cancellation times are necessarily required, including without limitation Advertisements involving VOD, overlay creation or approval, or Advertisements to be distributed on any website or over the internet (collectively, "Internet Advertisements") or Advertisements to be distributed to any device via IPTV ("IPTV Advertisements"), may be canceled by Client upon delivery of such advance written notice (which may be 60 days or longer) as Spectrum Reach may determine is reasonably necessary under the circumstances taking into account applicable advertising campaign, distribution system or device requirements.

(d) Spectrum Reach may, without liability to Client, terminate this Agreement or stop or suspend distribution of any Advertisement at any time for any reason. No such termination or suspension by Spectrum Reach will relieve Client of Client's obligations to timely pay to Spectrum Reach in full all amounts due under this Agreement. Upon any such termination or suspension, all amounts owed to Spectrum Reach under this Agreement will be immediately due and payable, including but not limited to any fees previously waived by Spectrum Reach.

(e) If Client cancels all or any portion of this Agreement or any Order, all discounts are void and rates on Spectrum Reach's then current rate card will apply. Upon cancellation, all then outstanding and unpaid amounts attributable to distribution of Client's Advertisements will be immediately due and payable by Client. In addition, Client will pay all non-recoverable out-of-pocket expenses incurred by Spectrum Reach in connection with any related promotion, contest, sponsorship, sweepstakes or other service provided to Client in connection herewith.

(f) If Client cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Client by Spectrum Reach then, at Spectrum Reach's sole discretion, any related discounts for Advertisements will be void and rates on Spectrum Reach's then current rate card will apply.

### 3. EFFECT OF BREACH

(a) If Client materially breaches this Agreement, including without limitation a failure to pay any sum when due then, in addition to its other termination rights as set forth in this Agreement, Spectrum Reach may terminate this Agreement immediately upon notice (which may be either written or verbal) to Client and may, without liability, cease distributing Advertisements, provided that any such termination will not in any way release any party from its obligation to pay in full all amounts due under this Agreement. Upon any such termination, all unpaid amounts due to Spectrum Reach under this Agreement will become immediately due and payable.

(b) If Spectrum Reach materially breaches this Agreement, then Client may cancel this Agreement upon written notice to Spectrum Reach, unless Spectrum Reach has cured or is diligently proceeding to cure such breach.

### 4. RATES AND CHARGES

(a) Rates for any Advertisement purchased by Client will be as set forth on the applicable Order (plus any applicable taxes, franchise fees, and/or other assessments by any governmental authority), provided that if no rate is set forth thereon, the applicable rate will be as set forth on Spectrum Reach's rate card then in effect at the time of Spectrum Reach's acceptance of the applicable Order. Spectrum Reach reserves the right to increase rates at any time without prior notice; provided that with respect to any Order accepted by Spectrum Reach prior to any such rate increase, such increase will not be applied to Advertisements distributed under such Order until 45 days after written notice to Client of such increase.

(b) With Spectrum Reach's prior written approval, Advertisements of a parent and/or subsidiary of Client (or, if applicable, the person or entity on whose behalf Client is acting), scheduled to be distributed within 13 weeks from the date of the first distribution of an Advertisement, or from the start of a pre-determined contract year, may be combined for discounts.

(c) Client will pay all expenses related to the delivery of Advertisements and/or scheduling instructions to Spectrum Reach. Neither Spectrum Reach nor any Spectrum Reach affiliated, owned and/or represented video content distribution system ("System") will accept or process mail, correspondence, or telephone calls in connection with the distribution of any Advertisement under this Agreement, except as otherwise expressly agreed in writing by Spectrum Reach and at the sole risk of Client and subject to payment or reimbursement by Client of all expenses incurred by Spectrum Reach or any System in connection therewith.

### 5. AD CONTENT

(a) Client hereby grants to Spectrum Reach a worldwide, non-exclusive, limited, sublicensable right to distribute, reproduce, copy, reformat, digitize, adapt, compress, transcode, display, perform and technologically manipulate any Advertisement on or via:

(i) Systems,

(ii) any devices to which such Advertisements may be distributed via IPTV,

(iii) any internet websites or applications on which such Advertisements are scheduled to be distributed, or

(iv) any other distribution method or platform, in each case as reasonably necessary in order to distribute the Advertisement as ordered by Client.

(b) Except as otherwise agreed by Spectrum Reach in writing, Client will deliver or cause to be delivered to Spectrum Reach or the applicable System(s) the content of all Advertisements ("Ad Content"). Client will comply with all of Spectrum Reach's requirements regarding the format and technical and other specifications for Advertisements and Ad Content and the delivery thereof.

(c) In the case of Advertisements to be distributed on any System ("System Advertisements"), Client will deliver such Advertisements and scheduling instructions to Spectrum Reach or the System, as applicable, at least 48 hours in advance of the agreed time of distribution in the case of traditional spot cable System Advertisements. In the case of Internet Advertisements, IPTV Advertisements or non-traditional or "advanced" advertising System Advertisements where additional and varying lead times are necessarily required, including without limitation Advertisements involving VOD or overlay creation or approval, Client will deliver such Advertisements and scheduling instructions in accordance with such instructions as Spectrum Reach may determine and provide to Client depending upon applicable advertising campaign, System, device or platform requirements. If Advertisements and/or Ad Content and associated instructions are not delivered to Spectrum Reach, in the proper formats and with the proper specifications by the applicable deadline established by Spectrum Reach, then Spectrum Reach may bill Client for the time reserved.

(d) Spectrum Reach will use commercially reasonable efforts to distribute Advertisements despite late receipt thereof, but will have no liability for Advertisements that are not distributed due to late delivery by Client.

(e) All Advertisements are subject to the prior approval of Spectrum Reach, and Spectrum Reach may, for any reason or for no reason, without restriction or liability and in Spectrum Reach's sole discretion, refuse to distribute any Advertisement or Ad Content. Without limiting the foregoing, Spectrum Reach may refuse to distribute any Advertisement or Ad Content which Spectrum Reach in its sole discretion determines (i) does not meet Spectrum Reach's technical, scheduling, or delivery requirements, (ii) violates the terms of this Agreement or any of Spectrum Reach's agreements with programming suppliers, or (iii) is illegal, unsatisfactory, unsuitable, or contrary to the public interest for any reason whatsoever (any such refusal under clauses (i), (ii) or (iii) being "For Cause"). If Spectrum Reach refuses to distribute any Advertisement or Ad Content,

Spectrum Reach will attempt to so notify Client by telephone, facsimile or email. If Spectrum Reach refuses to distribute any Advertisement or Ad Content For Cause and Client fails to timely furnish or cause to be furnished satisfactory replacement Ad Content, Spectrum Reach may bill Client for the time reserved.

(f) Spectrum Reach will exercise commercially reasonable precautions in handling Advertisement materials or other property furnished to it under this Agreement, but will not be liable for any loss or damage thereto. All tapes, production and other Ad Content or related materials used in any Advertisement will be the exclusive property of Spectrum Reach, unless otherwise expressly agreed by Spectrum Reach in writing. No commercial tapes, Ad Content or other Advertisement materials provided by Client will be returned unless: (i) Client has so requested and Spectrum Reach has expressly so agreed in writing, and (ii) Client picks up such materials at its own expense within 30 days after the last distribution date under this Agreement. Otherwise, Spectrum Reach may dispose of all such tapes and other Ad Content or other Advertisement materials at any time after 30 days following the last use or distribution date. In addition, any video tapes, hard drive storage or other physical media on which video shot or produced by Spectrum Reach is stored will not be retained and can be reused for other customers, recycled or disposed of unless otherwise expressly agreed by Spectrum Reach in writing.

(g) Without notice to, or consent of, Client, Spectrum Reach may (i) provide copies of Advertisements, Ad Content or any other Advertisement material to third parties in connection with Spectrum Reach's marketing or other ordinary course business activities; and (ii) deliver copies of this Agreement or of Advertisements, Ad Content or any other Advertisement material to third parties as required by applicable law or regulations or pursuant to a subpoena, court order, governmental or municipal inquiry or similar judicial, regulatory, administrative or other process.

(h) With respect to any Advertisement that contains nudity, indiscreet sexuality, profane language, or excessive violence, Spectrum Reach may (i) limit the distribution of such Advertisement to time slots between 10:00 PM and 5:00 AM in the local time zone in which the Advertisement is distributed and (ii) require Client to provide, at Client's expense, an audio/video disclaimer (satisfactory to Spectrum Reach) before, during, and after such Advertisement, including without limitation the following or substantially similar statements (complete with the appropriate information):

(A) OPEN: "The following advertisement contains scenes of [description of nature of scene] and may not be suitable for children under 17. Parental discretion is advised.";

(B) WITHIN ADVERTISEMENT (before each potentially objectionable scene): "The following segment of the advertisement contains scenes of [description of nature of scene] and may not be suitable for children under 17. Parental discretion is advised."; or

(C) CLOSE: "The preceding advertisement was produced by an independent producer, and does not necessarily reflect the views of Charter Communications or its employees, officers or directors."

(i) Spectrum Reach will not be liable for any loss, erasure damage, or any other destruction to any Ad Content delivered by or on behalf of Client or, even if accepted by Spectrum Reach, any telephone, mail, facsimile, or other communications from any third party relating to any Advertisements.

## 6. DISTRIBUTION ISSUES; SUBSTITUTIONS

(a) If, for any reason, all or any portion of any System Advertisement is not distributed at the scheduled time, Spectrum Reach may provide a "make good" in the form of, at its option, (i) distribution of such Advertisement at a subsequent time in the same or a comparable manner or class of air time or (ii) a corresponding credit for subsequent Advertisement distribution.

(b) Spectrum Reach may cease distribution of Internet Advertisements if the total number of impressions for a specified display period is reached prior to the end of the scheduled display stop date. If there is a shortfall in delivery of Internet Advertisement impressions of more than 10% at the end of any specified period, Spectrum Reach may provide, as Client's sole remedy, "make good" impressions through the same or a comparable manner or class of placements, to be delivered no later than 60 days following the applicable scheduled display stop date.

(c) Spectrum Reach will have the right to substitute for any Advertisement any programming which in Spectrum Reach's sole discretion is deemed to be (i) of greater local or national interest or importance, including without limitation sporting events, or (ii) necessary for Spectrum Reach to distribute in order to comply with its agreements with programming suppliers. Spectrum Reach will notify Client in advance or within a reasonable time after any such substitution, and Section 6(a) will apply.

(d) Advertisements scheduled in programs following events (such as feature films, sports or special programming of any kind), which run beyond their normally scheduled time, or Advertisements scheduled in programs which are interrupted for any reason, will be

automatically rescheduled within the delayed or interrupted program without prior notice to Client and will be billed at the rate as if the event had concluded at its normal time or there had been no interruption.

(e) With respect to the distribution of any Advertisement as part of VOD programming or using a System's VOD platform, or using IPTV, or Advertisements consisting of non-traditional or "advanced" advertising of any kind, Client acknowledges that other content, tools or information provided by Spectrum Reach or third parties may appear on the screen over or with such Advertisement or Ad Content including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback, (ii) applicable privacy and/or consent notices, and/or (iii) any content, tools or information that viewers could cause to be displayed. Spectrum Reach, its affiliates or agents may copy and store Advertisements during the distribution term as Spectrum Reach may deem appropriate under the circumstances in order to optimize performance and distribution on the Systems.

(f) Except as otherwise expressly agreed by Spectrum Reach in writing, Client's purchase of advertising time for System Advertisements may not include distribution of such Advertisement via IPTV. Furthermore, Client's purchase of advertising time on a network may, but does not necessarily, include the purchase of advertising time on duplicate or alternative feeds of such network (including without limitation standard definition versions or other feeds offered on alternate channel locations, advertising time distributed on a time-shifted basis, or advertising distributed over the internet or using IPTV).

(g) Spectrum Reach makes no representations or warranties to Client with respect to the distribution schedules for System Advertisements that are distributed in standard definition feeds or using IPTV. Any verifications of performance delivered by Spectrum Reach under this Agreement will apply only to System Advertisement schedules that run in high definition feeds. If a standard definition feed is not simulcast with the corresponding high definition feed, then System Advertisements will not run at the same time in both feeds. Client acknowledges and agrees that regardless of whether or not a standard definition feed is simulcast with the corresponding high definition feed, System Advertisements distributed in standard definition feeds often are not able to be distributed in the same advertising zones as the corresponding Advertisements in the high definition feed. Except as otherwise agreed by Spectrum Reach in writing, distribution of System Advertisements in the high definition feed as ordered by Client will satisfy Spectrum Reach's obligations under this Agreement.

(h) **SPECTRUM REACH MAY NOT HAVE THE CAPABILITY TO INSERT ON HD SIMULCAST NETWORKS. AUDIENCE ESTIMATES FOR HD PROGRAMMING ARE NOT ADJUSTED FOR NON-INSERTION.**

(i) Client also acknowledges and agrees that program names and schedules may change at any time due to alterations by the networks or other causes, and that Spectrum Reach is not liable for any such changes.

#### **7. RATINGS POINT PROJECTIONS**

(a) If a projected number (a "**Ratings Projection**") of ratings points, as published by The Nielsen Company ("**Nielsen**"), is requested in writing by Client and accepted by Spectrum Reach with respect to any one or more Advertisements, then Client hereby agrees that such Ratings Projection will be deemed fulfilled if the total ratings points (as published by Nielsen) for the programs in which such Advertisements are inserted, achieve at least 90% of such Ratings Projection taken as a whole.

(b) If the total ratings points (as published by Nielsen) for such programs are less than 90% of such Ratings Projection, then at the written request of Client received by Spectrum Reach within 90 days after the last run date of the relevant contract flight, Spectrum Reach will cause the appropriate Systems to distribute the relevant Advertisement(s) at a subsequent time (or times) until the total ratings points for such programs (as published by Nielsen) are at least 90% of such Ratings Projection.

(c) If at any time Nielsen ceases to publish ratings points for cable television programming generally, then the ratings point determination with respect to any applicable Ratings Projection will be as determined and published by another entity acceptable to Spectrum Reach that provides such ratings point information for cable television programming generally. If no entity acceptable to Spectrum Reach publishes such information, then Spectrum Reach's obligation to fulfill any Ratings Projection with respect to this Agreement will be null and void and Spectrum Reach will have no further obligations with respect thereto.

(d) If a projected number of ratings points is not requested in writing by Client and accepted by Spectrum Reach, then Spectrum Reach's obligation to distribute Advertisements under this Agreement will be limited to the schedule as ordered by Client and accepted by Spectrum Reach.

#### **8. SUBSCRIBER COUNTS**

(a) Spectrum Reach makes no representations or warranties to Client with respect to the number or composition of (i) subscribers to whom an Advertisement actually may be distributed, or (ii) users

by whom an Advertisement may be viewed or accessed, as the case may be. The number and composition of subscribers or users of any System or other distribution platform are estimates and will vary by network, type of video feed, programming tier or package, geographic areas and other circumstances, and may change at any time. In particular, Spectrum Reach makes no representations or warranties to Client with respect to the number or composition of subscribers to whom an Advertisement will be distributed when (i) viewed in a standard definition feed or using any of Spectrum Reach's "Enhanced TV" services, including without limitation Start Over, Look Back, Catch Up, or other similar services, or (ii) such distribution occurs via IPTV. The number of homes capable of accessing VOD Advertisements is also an estimate and may vary by the number of homes actually subscribing to or eligible for digital System service, IPTV and/or other factors.

(b) Notwithstanding anything to the contrary in this Agreement or in any other materials reviewed by Client, the number of subscribers to which any System Advertisement will be deemed distributed for purposes of this Agreement will be the applicable high definition Ad Insertable Universe Estimate for the applicable System, network tier and channel as of the distribution date of such Advertisement as determined by reference to the applicable Universe Estimate published by Nielsen. Under no circumstances will Spectrum Reach be liable to Client in any way for any changes that may occur in the number or composition of subscribers to any System (or other distribution platform), network tier or channel during the term of this Agreement or otherwise.

(c) Spectrum Reach may place System Advertisements on behalf of third party System operators under an advertising interconnect or other agreement in effect for all or part of a Designated Market Area ("**Applicable DMA Territory**"). In such event, Spectrum Reach cannot guarantee that System Advertisements ordered by Client will be distributed to all subscribers within the Applicable DMA Territory. Client hereby agrees that an order will be deemed fulfilled if a System Advertisement is distributed to at least 90% of the Spectrum Reach insertable subscribers in the Applicable DMA Territory.

(d) **ADVERTISEMENTS MAY BE VIEWABLE ONLY IN A PORTION OF THE GEOGRAPHICAL AREA COVERED BY THE INTERCONNECT OR THE SYSTEM HEADEND. SPECTRUM REACH MAY USE SEVERAL DIFFERENT ACCEPTED INDUSTRY STANDARDS FOR CALCULATING SUBSCRIBER NUMBERS AND SPECTRUM REACH'S METHODS MAY DIFFER FROM THOSE USED BY OTHER SYSTEM OPERATORS.**



(e) With respect to Internet Advertisements, an order or campaign will be deemed fulfilled and fully delivered if at least 90% of the ordered impressions were delivered.

(f) With respect to IPTV Advertisements, an order or campaign will be deemed fulfilled and fully delivered if Spectrum Reach's internal logs reflect that Client's Advertisements were included in the applicable video feed at the designated point of measurement, as reasonably determined by Spectrum Reach.

## 9. SCREEN VIEW AND INTERNET ISSUES

(a) The organization, format, structure or "look and feel" of any internet website, microsite, IPTV display, VOD navigation path or screen view used for distribution of Advertisements will vary by System location and/or hardware configuration. Spectrum Reach reserves the right to redesign or modify at any time without notice any or all of the organization, format, structure or "look and feel" of any internet website, microsite, IPTV display, VOD navigation path or screen view used for distribution of Advertisements. In the event such modifications affect the placement of an Advertisement, Spectrum Reach will attempt to notify Client and work with Client to display the advertisement in a comparable manner.

(b) In addition, Internet Advertisements, IPTV Advertisements, including but not limited to banners and overlays, and VOD or Viewer selected Advertisements are subject to, and Spectrum Reach will have no liability for, any website, network or platform downtime (regardless of cause), including without limitation downtime caused by (i) server failures or downtime, (ii) the telecommunications and/or network related equipment of Spectrum Reach or its internet or other service providers, or (iii) the construction, installation, repair, maintenance, presence, use or removal of systems or equipment connected to or comprising the network or Spectrum Reach's internet service or the applicable website.

(c) Except as otherwise agreed by Spectrum Reach in writing, (i) placement and/or positioning of Internet Advertisements on any applicable websites will be at the sole discretion of Spectrum Reach, and (ii) placement and/or positioning of IPTV Advertisements on any applicable device also will be at the sole discretion of Spectrum Reach.

(d) Client acknowledges and agrees that if a third party ad server is used to distribute an Internet Advertisement, Spectrum Reach cannot control or guarantee the identity of the internet websites that will be used to distribute such Internet Advertisement. Client further acknowledges and agrees that Spectrum Reach cannot control or guarantee the identity or nature of any end user or viewer of any Internet Advertisement, and

will have no liability to Client for any impressions or views generated by non-human or automated traffic (including, without limitation, bot traffic).

(e) All Internet and/or IPTV Advertisement materials will comply with Spectrum Reach's applicable technical requirements. All programming codes and computer files are the property of Spectrum Reach.

## 10. ADDITIONAL TERMS

(a) Client agrees that any production services provided to it by or on behalf of Spectrum Reach will also be subject to [Appendix A](#) located at this [link](#).

(b) Client agrees that the distribution of Internet Advertisements, other than (i) Internet Advertisements as part of a Search Campaign or otherwise distributed in Search Inventory (in each case as defined in [Appendix C](#)), or (ii) Internet Advertisements distributed in ATT Inventory (as defined in [Appendix D](#)) will also be subject to [Appendix B](#) located at this [link](#).

(c) Client agrees that the distribution of Internet Advertisements as part of a Search Campaign or otherwise distributed in Search Inventory will also be subject to [Appendix C](#) located at this [link](#).

(d) Client agrees that the distribution of Advertisements in ATT Inventory will also be subject to [Appendix D](#) located at this [link](#).

(e) [Appendices A, B, C and D](#) are, collectively, referred to herein as the "Additional Terms" and are incorporated into, and made a part of, this Agreement by this reference. In the event of a conflict between this Agreement and any of the Additional Terms, this Agreement will prevail.

## 11. DELIVERABLE AND FULFILLMENT RELATED ISSUES

(a) To the extent that any of Client's Advertisements as ordered contemplate delivery of any other services or materials to end users or System subscribers, then additional and separate fees, charges and Ad Content delivery and other requirements may apply. Except as otherwise agreed by Spectrum Reach in writing, Spectrum Reach will not be liable to Client under any circumstances for under or over delivery of any such other services or materials to end users or System subscribers.

(b) Further, if Spectrum Reach, in its sole discretion, agrees in writing that any of Client's Advertisements as ordered may include delivery of services or materials to end users or System subscribers by a third party fulfillment house engaged by or on Client's behalf (a "Client Fulfillment House"), Spectrum Reach will make available to such Client Fulfillment House such Subscriber Information (as

defined in Section 15(e)) and other information (collectively, "Fulfillment Information") as Spectrum Reach, in its sole discretion, deems to be reasonably appropriate in order for Client Fulfillment House to deliver such services or materials to such end users or System subscribers, so long as Client Fulfillment House has previously executed and delivered to Spectrum Reach, and remains in compliance with all material terms of, a written third party fulfillment house agreement that is acceptable to Spectrum Reach in its sole discretion (the "Client Fulfillment House Agreement").

(c) As between Client and Spectrum Reach, Client will be solely responsible for all costs, fees and expenses associated with any and all services or materials performed or provided by Client Fulfillment House, including without limitation pursuant to the Client Fulfillment House Agreement.

(d) Except as otherwise agreed by Spectrum Reach in writing in a separate fulfillment services agreement or addendum, Spectrum Reach provides no guarantees or assurances regarding availability, deliverability, accuracy or accessibility of mailing lists or addresses or any Fulfillment Information, the absence of mail carrier failures or delays, the performance of any Client Fulfillment House, or the timing or verification of fulfillments generally.

## 12. ADVERTISEMENT DATA; REPORTS

(a) Spectrum Reach and/or any System reserve the right to and may collect, retrieve, retain, analyze and store certain information and/or data relating to any one or more Advertisements or associated video or other content assets, including without limitation information or data with respect to numbers of views, viewing trends or durations, time shifting or "Enhanced TV" usage statistics, impressions, clicks, conversions, leads, engagement or any other information or data reflecting the success, performance, response rates or patterns of subscriber behavior relating to System, VOD, IPTV, Internet or other Advertisements or associated video or other content assets of any kind (collectively, "Advertisement Data").

(b) Except as otherwise agreed by Spectrum Reach in writing, Spectrum Reach will have no obligation to provide Client with any reports or data of any kind relating to any one or more Advertisements, including without limitation any Advertisement Data. To the extent Spectrum Reach does provide Client with reports or data as set forth above, (i) Client will be responsible for all costs of generating and providing such reports or data, and (ii) Spectrum Reach will use its commercially reasonable efforts to deliver such reports or data to Client in accordance with industry standards, provided

that Spectrum Reach does not warrant the accuracy of any such reports or data.

(c) If for any reason Spectrum Reach does provide Client with any Advertisement Data, (i) such Advertisement Data will be solely owned by, and constitute Confidential Information of, Spectrum Reach and will be subject to Section 15, (ii) Spectrum Reach hereby grants to Client a limited license to use such Advertisement Data in the United States during the term of the applicable Order solely for the purpose of evaluation of Client's advertising campaign on Spectrum Reach's Systems, (iii) Client will not combine such Advertisement Data with any other data or information, (iv) Spectrum Reach will not be obligated to include in or provide with such Advertisement Data any data associated with any third parties except as expressly set forth in the applicable Order, and (v) Client will promptly return or destroy such Advertisement Data upon Spectrum Reach's written request after any expiration or termination of the applicable Order.

(d) If any third party ad server is used to distribute any Internet Advertisement, Client agrees that the traffic and impressions reporting provided by Spectrum Reach (and not that of such third party ad server) will control with respect to Spectrum Reach's obligations under this Agreement, including without limitation determinations of any billing thresholds.

## 13. INDEMNIFICATION; LIMITATION OF LIABILITIES

(a) Client will indemnify, defend and hold Spectrum Reach and its affiliates, and each of their respective present and former officers, shareholders, members, directors, employees, partners, and agents (collectively, the "Indemnified Parties") harmless from and against any and all costs, judgments, damages, loss, expenses, and/or liabilities, including without limitation investigation and litigation expenses and reasonable attorneys' fees, arising out of any third-party action, claim, demand or proceeding (each, a "Claim") arising out of (i) any breach of any of Client's representations, warranties or covenants under this Agreement, including but not limited to any failure to make timely payment to Spectrum Reach, (ii) the distribution of any Advertisement and/or Ad Content or other materials provided by or on behalf of Client, including without limitation any Advertisement, Ad Content or other material that infringes, misappropriates or violates (hereafter, "infringes") any copyrights, music synchronization or performance rights, dramatic or non-dramatic music rights, trademark or tradename rights, patent rights or any other literary, dramatic or music performance rights or rights of privacy or publicity (collectively, "IP Rights") of any third party, violates applicable law or regulations, or gives rise to any claim or cause of action or results in actual damages or losses,

(iii) any breach by any Client Fulfillment House of any applicable Client Fulfillment House Agreement, (iv) the performance of any services or delivery of any materials by any Client Fulfillment House on Client's behalf, pursuant to any Client Fulfillment House Agreement or otherwise, or (v) any Internet Advertisement provided by or on behalf of Client that contains links to third party websites, or otherwise results in end user exposure to any virus, worm or "Trojan Horse" or other contaminating or destructive features, materials or information. Each Indemnified Party will have the right, but not the obligation, to employ separate counsel and to participate in the defense or settlement of any such Claim. Client will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on any Indemnified Party, without such Indemnified Party's prior written consent.

**(b) IN NO EVENT WILL SPECTRUM REACH OR ITS AFFILIATES OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, BUSINESS PROFITS, BUSINESS INTERRUPTION, AND GOODWILL, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THIS AGREEMENT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.**

(c) Notwithstanding anything in this Agreement to the contrary, the sole remedies available to Client for any claims arising out of (i) the negotiation, performance or breach of this Agreement by Spectrum Reach or any System, or (ii) the distribution by Spectrum Reach or any System of any Advertisement or Ad Content provided by or on behalf of Client, will be, at Spectrum Reach's sole discretion, (Y) substitute distribution of such Advertisement, Ad Content or related material at a subsequent time in the same or a comparable manner or class of air time, or (Z) a corresponding credit for subsequent distribution of Advertisements on the applicable Spectrum Reach Systems, platform or sites.

(d) Spectrum Reach will have the right to offset against any payment obligations due to Client any amounts owed to Spectrum Reach under this Agreement or any other agreement or arrangement, including any amounts owed for services, expenses to cover failures to perform or remediate, mitigate or in settlement of any claims or damages. Such amounts will be offset and thereby reduce the amount payable by Spectrum Reach to Client.

#### 14. REPRESENTATIONS AND WARRANTIES

(a) If Client is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be), then Client hereby represents, warrants and covenants that it has the authority from such advertiser and/or agency (or both, as the case may be) to enter into this Agreement and to otherwise act as agent for such advertiser and/or agency (or both, as the case may be) for all purposes hereof.

(b) Client further represents, warrants and covenants that with respect to all Advertisements and Ad Content placed by or on its behalf for distribution under this Agreement, including without limitation on any System, using IPTV or over the internet: (i) it has secured all rights, licenses, releases and consents required in connection with such distribution on the Systems or via such other distribution method or platform, including without limitation copyright performance and music synchronization rights (including without limitation through to the viewer music performance rights) with regard to all Advertisement materials, including without limitation video, audio, script, talent and other materials; (ii) the Advertisements are truthful and not misleading and Client has a reasonable basis for all claims made within the Advertisements and possesses appropriate documentation to substantiate such claims; (iii) no Advertisements are or will be illegal, libelous, slanderous or defamatory; (iv) all Advertisements will be appropriate for family viewing under local community standards; (v) no Advertisement violates any applicable federal or state law, statute or regulation; (vi) no Internet Advertisement contains any virus, trap, time bomb, bot or other software routine or computer instructions that could modify, destroy, transmit, disable or otherwise damage or permit unauthorized access to or transmissions from or of end user or Spectrum Reach computer systems, software or data; (vii) no Ad Content infringes or will infringe the rights of any person, including without limitation IP Rights; (viii) any collection or use of data arising from or in connection with any Advertisement is done in compliance with Client's privacy policy and all applicable federal and state laws, statutes and regulations; and (ix) all Advertisements comply with all network, carrier and Spectrum Reach guidelines.

(c) Without limiting any other right or remedy that Spectrum Reach may have under this Agreement, at law or in equity, and in addition to its other termination rights as set forth in this Agreement, Spectrum Reach may terminate this Agreement and/or immediately cease distribution of any Advertisement if any of the foregoing representations are breached or if Spectrum Reach has substantial reason to believe such representations have been breached.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (IF APPLICABLE) THE PRODUCTS, SERVICES AND DELIVERABLES PROVIDED BY SPECTRUM REACH OR ITS AFFILIATES OR THIRD PARTY PROVIDERS UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND SPECTRUM REACH SPECIFICALLY DISCLAIMS AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY SUCH PRODUCT, SERVICE OR DELIVERABLE OR THE FUNCTIONALITY OR PERFORMANCE THEREOF, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE.

(e) WITHOUT LIMITING THE FOREGOING, SPECTRUM REACH SPECIFICALLY DISCLAIMS AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES (i) WITH RESPECT TO (A) THE ACCURACY OF OR INFORMATION INCLUDED IN, OR THE RESULTS GENERATED BY, ANY ADVERTISEMENT, AD CONTENT OR OTHER MATERIAL PROVIDED BY OR ON BEHALF OF CLIENT, OR THE DISTRIBUTION THEREOF BY SPECTRUM REACH, (B) THE NUMBER OF END USERS OR SYSTEM SUBSCRIBERS THAT WILL ACTUALLY VIEW, INITIATE OR HAVE ACCESS TO ANY INTERNET, IPTV OR VOD ADVERTISEMENT, (C) THE ACCURACY OR RELEVANCY OF ANY DATA USED TO DELIVER OR DISPLAY ANY ADVERTISEMENT TO ANY SPECIFIED END USER, SYSTEM SUBSCRIBER OR CUSTOMER, (D) END USER, SYSTEM SUBSCRIBER OR CUSTOMER RESPONSE RATES, (E) THE ABILITY TO CONVERT RESPONSES INTO SALES, (F) THE PROFILE, IDENTITY, DEMOGRAPHICS OR LOCATION OF ANY END USER, SYSTEM SUBSCRIBER OR CUSTOMER WHO MAY RESPOND TO AN ADVERTISEMENT, (G) THE VOLUME, LEVEL, NUMBER OR TYPES OF ACTIONS OR DELIVERABLES GENERATED, OR (H) POSITIONING OR ADJACENCY OF ANY ADVERTISEMENT, OR (ii) THAT ANY INTERNET, IPTV OR VOD ADVERTISEMENT OR DISTRIBUTION PLATFORM OR THE OPERATION THEREOF WILL (A) MEET CLIENT'S REQUIREMENTS, (B) BE UNINTERRUPTED OR ERROR-FREE, (C) BE

CONTINUOUSLY AVAILABLE TO ALL APPLICABLE END USERS OR SYSTEM SUBSCRIBERS AT THE SAME TIME, OR (D) BE TARGETED, DISPLAYED OR DELIVERED TO ANY SPECIFIC END USER, SYSTEM SUBSCRIBER OR CUSTOMER (INCLUDING WITHOUT LIMITATION ANY END USER, SYSTEM SUBSCRIBER OR CUSTOMER WITH SPECIFIC DEMOGRAPHIC, GEOGRAPHIC OR BEHAVIORAL ATTRIBUTES) OR IN ACCORDANCE WITH ANY SPECIFIED TARGETING CRITERIA (E.G. GEO-LOCATIONAL TARGETING CRITERIA).

(f) CLIENT ACKNOWLEDGES AND AGREES THAT (i) ALL PERFORMANCE ESTIMATES, PROJECTIONS OR FORECASTS PROVIDED BY SPECTRUM REACH TO CLIENT ARE FOR REFERENCE PURPOSES ONLY, ARE NOT GUARANTEES OR COMMITMENTS AND ARE SPECULATIVE AND MAY NOT ACCURATELY PREDICT OR REFLECT THE ACTUAL PERFORMANCE OF ADVERTISEMENTS, (ii) IF ANY THIRD PARTY AD SERVER IS USED TO DISTRIBUTE ANY ADVERTISEMENT, SPECTRUM REACH CANNOT CONTROL OR GUARANTEE THE IDENTITY OF THE WEBSITES THAT WILL BE USED TO DISTRIBUTE SUCH ADVERTISEMENT, (iii) SPECTRUM REACH CANNOT CONTROL OR GUARANTEE THE IDENTITY OR NATURE OF ANY END USER OR VIEWER OF ANY ADVERTISEMENT, AND (iv) THIRD PARTIES MAY GENERATE ACTIONS THROUGH ADVERTISEMENTS FOR PROHIBITED OR IMPROPER PURPOSES OR THROUGH PROHIBITED, IMPROPER OR ILLEGITIMATE MEANS (INCLUDING SPIDERS, ROBOTS AND OTHER AUTOMATED OR MECHANICAL MEANS), AND CLIENT ACCEPTS THE RISK OF ANY SUCH ACTIONS AND AGREES THAT SPECTRUM REACH WILL NOT BE LIABLE IN CONNECTION THEREWITH.

(g) SPECTRUM REACH WILL NOT BE LIABLE FOR ANY WEBSITE, NETWORK OR PLATFORM DOWNTIME (REGARDLESS OF CAUSE), INCLUDING WITHOUT LIMITATION DOWNTIME CAUSED BY (i) SERVER FAILURES OR DOWNTIME, (ii) THE TELECOMMUNICATIONS OR NETWORK RELATED EQUIPMENT OF SPECTRUM REACH OR ITS INTERNET OR OTHER SERVICE PROVIDERS, OR (iii) THE CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE, PRESENCE, USE OR REMOVAL OF SYSTEMS OR EQUIPMENT CONNECTED TO OR

*All of the Client's obligations of this paragraph 15 are subject to the requirements of the Missouri Open Records Act, chapter 610*

*RSMo*

**COMPRISING THE NETWORK OR SPECTRUM REACH'S INTERNET SERVICE OR THE APPLICABLE WEBSITE(S).**

**15. CONFIDENTIAL INFORMATION**

(a) Client agrees that (i) it will keep all Confidential Information received or obtained from Spectrum Reach in connection with any Advertisement distributed under this Agreement, whether on a System or otherwise, completely confidential and will not disclose any such Confidential Information to any third party, even on an anonymized, combined or aggregated basis, unless such disclosure is specifically authorized by Spectrum Reach in writing, and (ii) it will not use such Confidential Information for any purpose other than its performance of this Agreement. Confidential Information of Spectrum Reach received by Client under this Agreement will not be disclosed to any individual serving as an employee of, or as consultant, advisor or independent contractor to Client, unless such individual has a need to know such information within the scope and performance of such individual's ordinary course job responsibilities.

(b) "Confidential Information" of Spectrum Reach will include all information or material that a reasonable person would consider to be confidential under the circumstances, regardless of whether such information or material is actually marked "Confidential." Spectrum Reach's Confidential Information will include, but will not be limited to, the financial terms of this Agreement and the rates to be paid by Client under this Agreement, Subscriber Information (as defined in Section 15(e)), Fulfillment Information, and all Advertisement Data. Confidential Information will not include any information that (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a wrongful disclosure directly or indirectly by Client or its representatives), (ii) was or becomes available to Client from a source other than Spectrum Reach, provided that such source is not directly or indirectly bound by an obligation of confidentiality to Spectrum Reach, or (iii) is independently developed by Client without violating any of its obligations under this Agreement.

(c) Client will exercise the same degree of care to protect Spectrum Reach's Confidential Information as Client exercises with respect to Client's own confidential information of a similar nature, which will in no event be less than reasonable care. Client also will use and maintain appropriate security measures to protect Spectrum Reach's Confidential Information, which are at least as stringent as those measure Client uses to protect its own confidential information of a similar nature. Without limiting the foregoing, Client will maintain and secure any of Spectrum Reach's Confidential Information in electronic data format using

security measures that meet or exceed the ISO/IEC 27002 information security controls standard.

(d) Notwithstanding the foregoing, (i) if Client is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be), then Client may disclose Confidential Information to such advertiser and/or agency on a need-to-know basis and such advertiser and/or agency also will be subject to all of the requirements of this Section 15 with respect to the Confidential Information so disclosed; and (ii) Client may use and disclose Confidential Information (A) once it has become publicly disclosed (other than by Client in breach of its obligations under this Agreement), and (B) to the extent that Client may be compelled by applicable law to do so and is so advised by legal counsel.

(e) For purposes of this Agreement, "Subscriber Information" will include, without limitation, name, address, telephone numbers, social security numbers, PIN number, credit card or bank account numbers, email addresses, billing addresses, Media Access Control (MAC) addresses, Internet Protocol (IP) addresses or any other information that specifically mentions or refers to a Spectrum Reach subscriber or constitutes personally identifiable subscriber information. To the extent that Client receives Subscriber Information from or about any internet website, IPTV or VOD advertising users or System subscribers (collectively, "Spectrum Reach Customers"), Client acknowledges and agrees that (a) it will use such Subscriber Information only for the express purpose of a one-time solicitation with respect to the specific product or service that was originally advertised in the Advertisement that generated such Subscriber Information (the "Advertised Product"), (b) it will purge the Subscriber Information from its or any third parties customer list, mailing list or similar customer database after the use of such Subscriber Information pursuant to clause (a) above, (c) without the express written permission of Spectrum Reach, it will not contact any Spectrum Reach Customers through any means of communication including, without limitation, by telephone or email or make any solicitations through any means of communications, including but not limited to telephone or email solicitations of the Advertised Product or any other product to any Spectrum Reach Customers, and (d) it will not use such Subscriber Information for any purpose other than that set forth in clause (a) above, including without limitation (i) offering, soliciting or contacting Spectrum Reach Customers with respect to products or services other than the Advertised Product, (ii) including the Subscriber Information on any Client or third party mailing list after the initial direct mail solicitation permitted in clause (a) above, (iii) offering, soliciting or contacting Spectrum Reach Customers using methods other than direct mailings, including without limitation

mass mailings, telephone solicitations or electronic mailings and (iv) selling, sharing, leasing or otherwise disclosing or disseminating Subscriber Information to any third parties for any purpose that is not directly related to the sale of the Advertised Product, as well as the inclusion of Subscriber Information on any third party mailing list or customer list.

(f) Client hereby agrees to (i) comply with all applicable privacy laws; (ii) display its privacy policy in a readily accessible and conspicuous location; and (iii) take reasonable steps to enable third parties to access Client's privacy policy.

(g) Except with the prior written consent of Spectrum Reach, which will not be unreasonably withheld, or as otherwise required by applicable law, Client will not, nor will it permit any of its affiliates to issue any press release or make any other public announcement or any oral or written statements concerning the terms of this Agreement (other than its existence) or the transactions contemplated hereby.

(h) In addition, Client hereby consents to Spectrum Reach's disclosure of billing information, air time, rates and any other information to any third party directly related to the relevant Advertisement, including without limitation disclosure of Spectrum Reach's rates and the terms of this Agreement to agency clients.

#### 16. CLIENT/AGENCY/SERVICE

(a) Notwithstanding anything herein to the contrary (or the party to which any invoice may be rendered under this Agreement), if Client is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be), then all obligations of Client under this Agreement, including without limitation the obligations of Client under Sections 1, 4, 13, 14 and 15, will be the joint and several obligations of such time-buying service, agency and advertiser, as the case may be.

(b) Failure of an agency or time-buying service to receive adequate funds from an advertiser or client does not relieve such agency or time-buying service from the obligation to timely pay all amounts due to Spectrum Reach under this Agreement. Payment by an advertiser to its agency or time-buying service, as the case may be, or payment by an agency to a time-buying service, will not constitute or otherwise excuse the obligation of full and timely payment of all amounts due to Spectrum Reach under this Agreement. Any acceptance of payment from an agency or time-buying service will not relieve the advertiser or client from liability for any amounts unpaid by such agency or time-buying service. In no event will Spectrum Reach be responsible for paying or remitting to any agency or time-buying service, whether as commission or otherwise, any

amount or portion thereof paid to Spectrum Reach by any advertiser.

(c) Client hereby grants Spectrum Reach authorization to (i) access applicable credit reporting (commercial/consumer) in order to establish credit terms and perform periodic reviews of credit history and (ii) contact provided references for use in making a decision regarding Client's creditworthiness.

#### 17. GENERAL

(a) This Agreement is subject to the terms and conditions of all licenses held by Spectrum Reach or any System, and to all federal, state and municipal laws now in force or hereafter enacted, including without limitation the rules, regulations, orders, decision and policies of the Federal Communications Commission.

(b) Unless otherwise expressly agreed in writing by Spectrum Reach, all production materials, creative copy, work products, concepts, ideas or intellectual property rights of any kind that may be provided to Client by Spectrum Reach will be and remain the exclusive property of Spectrum Reach.

(c) Spectrum Reach will have no obligation to recognize any agency or other commission that Spectrum Reach deems does not conform to customary industry standards and practices.

(d) Spectrum Reach may identify Client as an advertising client of Spectrum Reach in client lists and other marketing materials.

(e) This Agreement is not exclusive and Spectrum Reach and all Systems remain free to solicit and to distribute programs or announcements of other advertisers whether or not they compete with the business, products or services of Client.

(f) This Agreement, including the rights under it, may not be assigned or transferred without the prior written consent of Spectrum Reach; nor may Spectrum Reach be required to distribute Advertisements under this Agreement for the benefit of any client other than as expressly provided herein. Failure of Spectrum Reach or Client to enforce any of the provisions hereof will not be construed as a general relinquishment or waiver as to that or any other provision.

(g) This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof, and no change to any of its terms or provisions will be effective unless (i) posted on Spectrum Reach's website, provided that such change will not apply to pre-existing Orders if Client provides to Spectrum Reach notice of rejection of such change within 30 days after the date such change was posted to such website, or (ii) made in writing and signed by both parties. Except as otherwise agreed in writing by the parties, these Terms and Conditions will

apply to all current and future Orders placed by or on behalf of Client, and to all future SOWs entered into between the parties.

(h) All questions with respect to the formation and construction of this Agreement, and the rights and obligations of the Parties hereto, will be governed by and determined in accordance with the laws of the State of New York applicable to agreements entered into and performed entirely within the State of New York, without giving effect to the choice or conflicts of law provisions thereof.

(i) Any discrepancy, dispute or disagreement by Client with respect to any distribution or other service provided, or amount charged, under this Agreement must be reported to Spectrum Reach in writing within 30 days from the later of (i) the last scheduled distribution date, and (ii) the invoice date. Time is of the essence hereof and any failure by Client to so notify Spectrum Reach will constitute a waiver by Client of any and all claims or causes of action arising therefrom or related thereto.

(j) Either (i) Client's signature below, (ii) delivery to Spectrum Reach or any System of any Advertisement, Ad Content or other materials by or on behalf of Client for distribution under this Agreement, or (iii) the parties' execution of a written SOW, will constitute Client's acceptance of these Terms and Conditions.

(k) Sections 13, 15, 16 and 18 and this Section 17 will survive any cancellation or termination of this Agreement.

(l) Except as set forth in Section 18, all notices required or permitted under this Agreement will be delivered in writing via certified mail (return receipt requested) or nationally recognized overnight courier to:

If to Spectrum Reach, to:

The Spectrum Reach sales office that handles Client's account.

With a copy to:

Charter Communications Operating, LLC  
400 Atlantic Street  
Stamford, CT 06901  
Attn: Benjamin Shin, VP, Assoc. GC

If to Client, to:

Client's address set forth on the applicable Order or SOW.

Either party may change its address for notice by providing the other party notice of such change in compliance with this provision.

(m) Neither party will be liable to the other for any failure or delay in fulfilling an obligation hereunder, if

said failure or delay is attributable to unforeseen circumstances or circumstances beyond its reasonable control, including, but not limited to, any fire, power failure, labor dispute or strike, government measure, riot, insurrection, terrorism, flood, storm explosions, earthquake, act of God or war, power failure, third party connection or utilities outage, Internet or other network disruption or latency, or interruption or failure of ISP or carrier lines (each, "Force Majeure Event"); provided that no Force Majeure Event will excuse any payment obligation of any party hereunder.

(n) The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

(o) If any provision in this Agreement (or any portion thereof) or the applications of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision(s) (or portions) shall be severed from this Agreement and the invalidity, illegality or unenforceability thereof shall not affect any other provision of this Agreement, and this Agreement as modified after severing such language shall remain in force and effect.

(p) The headings of Sections of this Agreement are included solely for convenience of reference and are not to be used to interpret, construe, define, or describe the scope of any aspect of this Agreement. Each party represents that it has had the opportunity to participate in the preparation of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Agreement.

#### ~~18. ARBITRATION~~

~~(a) The following provisions are important with respect to this Agreement regarding the services hereunder. PLEASE READ THEM CAREFULLY TO ENSURE THAT CLIENT UNDERSTANDS EACH PROVISION. This Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Client in the event of a dispute.~~

~~(b) Subject to the "Right to Opt Out" and "Exclusions" paragraphs below, the parties agree to arbitrate disputes and claims arising out of or relating to this Agreement, the services hereunder or marketing of~~

the services Client has received from Spectrum Reach. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

**(c) THIS AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.**

(d) A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum Reach should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If the parties do not reach an agreement to resolve the claim within 30 days after the Notice is received, either party may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator will be bound by the terms of this Agreement.

(e) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and the arbitration will be administered by the AAA. The AAA Rules and fee information are available at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

**(f) EACH PARTY IS RESPONSIBLE FOR ALL COSTS IT INCURS IN THE ARBITRATION, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES OR EXPERT WITNESS COSTS.**

(g) If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel will be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

(h) The parties may agree that arbitration will be conducted solely on the basis of the documents

submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules.

(i) Unless the parties agree otherwise in writing, all hearings conducted as part of the arbitration will take place in the Borough of Manhattan, New York City, New York.

(j) The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

(k) The parties agree that the arbitrator must give effect to the terms of this Agreement.

**(l) CLIENT WILL NOT BRING CLAIMS OTHER THAN IN CLIENT'S INDIVIDUAL CAPACITY AND WILL NOT BRING CLAIMS ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

(m) Furthermore, unless the parties agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions will be null and void and rendered of no further effect with respect to the specific claim at issue.

(n) **Right to Opt Out.** If Client does not wish to be bound by these arbitration provisions, Client must notify Spectrum Reach in writing within 30 days of (a) the date that this arbitration provision becomes effective, if Client is an existing customer, or (b) the date that Client first orders services hereunder. Client may opt out by mail to the Arbitration Notice Address. Client's written notification to Spectrum Reach must include Client's name, address, and Spectrum Reach account number as well as a clear statement that Client does not wish to resolve disputes with Spectrum Reach through arbitration. Client's decision to opt out of this arbitration provision will have no adverse effect on Client's relationship with Spectrum Reach or the provision of services hereunder to Client by Spectrum Reach.

**(o) THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO TRIAL BY JUDGE OR JURY.**

**(p) NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF ANY OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF ANY CLAIM IS BROUGHT THAT IS FOUND BY ANY COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO TRIAL BY JURY. For**



purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it will be severed from this Agreement, rendered null and void and of no further effect without affecting the rest of these arbitration provisions.

**(g) EXCLUSIONS. NOTWITHSTANDING THE FOREGOING, THE FOLLOWING CLAIMS OR DISPUTES WILL NOT BE SUBJECT TO ARBITRATION:**

**i. ANY INDIVIDUAL ACTION BROUGHT BY EITHER PARTY ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.**

**ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

**iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.**



## **IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the Director of Finance and Purchasing to execute a renewal and extension to the Agreement for Financial Advisory Services with Stifel, Nicolaus & Co., Inc., of Kansas City, MO, for municipal financial advisory services to be provided to the Legislature through September 11, 2022, at a cost to the County not to exceed \$25,000.00.

**RESOLUTION NO. 20997**, June 21, 2022

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, by Resolution 20105, dated March 11, 2019, the Legislature awarded a twelve-month term and supply contract, with two twelve-month options to extend, for the furnishing of financial advisory services for use by the County to George K. Baum and Co. (Baum) under the terms and conditions of Request for Qualifications 66-18; and,

WHEREAS, Resolution 20500, dated September 21, 2020, authorized an addendum/extension to this contract, which had been subsequently assigned by Baum to its successor firm, Stifel, Nicolaus & Co., Inc., of Kansas City (Jackson County), MO (Stifel), to be effective as of September 28, 2020, and to remain in effect until September 11, 2021, unless further extended by the parties for an additional one-year term; and,

WHEREAS, in September 2021 the Director of Finance and Purchasing extended the contract for a renewal term to expire December 31, 2021, a term less than the full extension authorized by Resolution 20500; and,

WHEREAS, on December 9, 2021, the Director extended the contract again, until March 31, 2022; and,

WHEREAS, the Legislature desires to renew and extend the contract for a final term ending September 11, 2022, for financial analysis and debt structuring recommendations to be provided to the Legislature for the new detention center project and related facilities, at a cost to the County not to exceed \$25,000.00; now therefore,

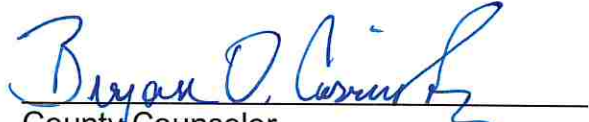
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Engagement Agreement for Financial Advisory Services with Stifel for a term expiring on September 11, 2022; and,

BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all payments, including final payment, on the agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20997 of June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

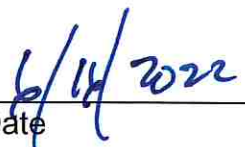
Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## **ENGAGEMENT AGREEMENT FOR MUNICIPAL ADVISORY SERVICES**

This Engagement Agreement for Municipal Advisory Services ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Jackson County, Missouri, by and through its County Legislature ("Legislature") and Stifel, Nicolaus & Co., Inc., located at 4801 Main Street, Ste. 530, Kansas City, MO 64112 ("Stifel").

### **WITNESSETH:**

WHEREAS, Jackson County, Missouri (the "County") intends to finance from the proceeds of one or more tax-exempt financing transactions for the County the costs of acquiring real estate for, constructing, improving, furnishing, and equipping a new detention center and related facilities (the "Project"); and

WHEREAS, such related facilities may include, but shall not be limited to, streets and roads, parking lots, signals and signage, storm drainage features, maintenance facilities and equipment, and trucks, vans, and other motor vehicles; and

WHEREAS, pursuant to County Ordinance 5621, dated April 25, 2022, the County has awarded a contract for the design and construction of the Project to J.E. Dunn-Axiom, a joint venture (Design/Builder) for a 1,244 bed Jackson County Detention Center Facility at a cost not to exceed \$256.5 million; and,

WHEREAS, by Resolution 20105, dated March 11, 2019, the Legislature did authorize a one-year term and supply contract, with two annual options to extend, with George K. Baum & Co. ("Baum") of Kansas City, MO, for the furnishing of municipal financial advising services ("the Contract"), which Contract was executed on September 11, 2019; and

WHEREAS, since the award of the Contract, substantially all of the assets of the Public Finance Division of Baum were acquired by Stifel, Nicolaus & Co., Inc., ("Stifel"), and as part of that transaction, Stifel was assigned and assumed all of Baum's rights and obligations under the Contract; and

WHEREAS, the Contract was renewed in September 2020, again renewed, in part, in September 2021, and terminated by its terms on March 31, 2022; and

WHEREAS, the Legislature deems it necessary and appropriate to continue independent financial analysis and advice regarding the terms and conditions of the proposed Agreement and the financing plan for the Project;

NOW THEREFORE the Legislature hereby engages, retains and continues the services of Stifel for this purpose under the following terms and conditions:

1. **Scope of Work.** Stifel will perform the following services for the Legislature during the term of the Engagement:

- A. Advise the Legislature regarding the financial analysis and debt structuring recommendations for the Project and other related municipal market transactions ("Transactions");
- B. Advise the Legislature regarding any public or private financing plans or proposals made to the County by the Design/Builder, or other third-parties related to the Project;
- C. Advise the Legislature regarding bond counsel or underwriters' counsel's preparation of any preliminary and final official statements, offering memoranda, or term sheets for Transactions consistent with all federal and state requirements;
- D. Coordinate with consultants, accountants, bond counsel, other attorneys and staff in connection with Transactions;
- E. Advise the Legislature regarding financing time schedules, distribution of documents, preliminary and final official statement printing, wire-transfers of funds, deliveries of bonds and bonds closings;
- F. Advise the Legislature on the matter of bond rating(s) for any proposed issue and assist, if requested, in the preparation of credit information for submission and presentation to the rating agency(ies);
- G. Advise the Legislature regarding the County's credit strategy, communications with the credit rating agencies, if any, and assist in preparation of materials related to communications with the credit rating agencies related to agency surveillance, as applicable;
- H. Attend County Legislative meetings and other County meetings, as requested, with reasonable advance notice;
- I. Provide such other services as are mutually agreed upon in writing by the Legislature and Stifel, including ongoing monitoring of refinancing as well as other future market opportunities.

2. **County Legislature Obligations.** The Legislature agrees that its staff and consultants will cooperate with Stifel and make available any data in the possession of the County necessary to perform Stifel's financial advisory services described above in the Scope of Work and the regulatory obligations as described in Exhibit A attached.

3. **Regulatory Disclosures.** Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8) ("the Rule") applies to this Engagement. Stifel will be serving as a municipal advisor to the Legislature under the Rule, and this Resolution documents the municipal advisory relationship between Stifel and the Legislature. MSRB Rule G-42 requires that a municipal advisor provide its client with certain written disclosures. The disclosures are set out in the attached Exhibit A.

4. **Compensation.** Stifel's fee for analysis and consulting work under this Engagement will be computed at the following hourly rates and will be paid by the County within thirty (30) days of receipt of an invoice from Stifel, in a total amount not to exceed \$25,000.00 under this engagement:

Hourly rate for: Managing Director	\$250.00
Hourly rate for: Director	\$150.00
Hourly rate for: Vice President	\$100.00
Hourly rate for: Associate/Analyst	\$75.00
Hourly rate for: Administrative	\$25.00

5. **Term.** The Engagement will commence upon its execution and will continue until September 11, 2022. This Engagement may be terminated at any time by the Legislature, upon 10 business days' prior written notice to such effect to Stifel, or by Stifel upon 10 business days' prior written notice to such effect to the County. In the event the Legislature terminates this Engagement as outlined herein, the County shall compensate Stifel for the professional fees incurred prior to termination.

6. **Authority.** The following officers have the authority to direct Stifel's performance of its scope of work under the Engagement: the Chairman and Vice Chairman of the Jackson County Legislature.

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By: \_\_\_\_\_  
Bryan O. Covinsky  
County Counselor

By: \_\_\_\_\_  
Bob Crutsinger  
Director of Finance and Purchasing

ATTEST:

STIFEL, NICOLAUS & CO. INC.

By: \_\_\_\_\_  
Mary Jo Spino  
Clerk of the County Legislature

By: \_\_\_\_\_

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$25,000.00**, which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No.:



## **EXHIBIT A**

### **Jackson County, Missouri Legislature**

#### **Financial Advisory Engagement**

#### **MSRB Rule G-42 Disclosures**

As municipal advisor to the Jackson County Legislature (“you”, “your”), Stifel Nicolaus (“Stifel” or “we”) is subject to the rules of the Municipal Securities Rulemaking Board (MSRB), including MSRB Rule G-42. The rule directs us to make certain disclosures to you. Please review the following disclosures and contact your Stifel municipal advisor if you have any questions.

#### **Our Duties as Your Municipal Advisor**

Rule G-42 describes our basic duties to you. Most importantly, we owe you a fiduciary duty, the principal element of which is a duty of loyalty. Under the duty of loyalty, we are required to deal honestly and in the utmost good faith with you and to act in your best interests without regard to our financial or other interests. We may not serve as your municipal advisor if we believe that we have any conflicts of interest that we cannot manage or mitigate so that we can act in your best interests.

Rule G-42 also provides that we owe you a duty of care. As part of that duty, we must possess the degree of knowledge and expertise needed to provide you with informed advice. Also, under that duty, when we make recommendations to you or help you to evaluate the recommendations of others, we may need to ask questions to make sure that we have all the relevant facts.

#### **Disclosure of Conflicts**

Rule G-42 requires us to disclose to you any known material, actual or potential conflicts of interest that could reasonably be expected to impair our ability to provide you with advice, including any conflicts associated with contingent fee arrangements. As described in your Resolution approving and authorizing the Engagement, the payment of our fee will be contingent on the closing of the bond issue described in your Resolution and the amount of compensation will be based on the proceeds generated from the bond issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction to you that is unnecessary or to recommend that the size of the bond issue be larger than is necessary. We mitigate that conflict of interest by tying compensation to total proceeds generated. We would, of course, be willing to discuss an alternative fee arrangement, if that is your preference.

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

#### **Legal and Disciplinary Event Disclosures**

Each firm that is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC) is required to file Form MA with the SEC and update that form periodically and as events change. The firm is also required to file a Form MA-I for each of its employees who is engaged in municipal advisory activities. Stifel's most recent Form MA and the Form MA-1 for each current Stifel municipal advisor employee may be found on the SEC's EDGAR website using the following hyperlink:

<http://www.sec.gov/cgi-bin/browse-edgar?CIK=0000094403&owner=exclude&action=getcompany&Find=Search>.

Item 9 of Form MA requires each municipal advisor firm to disclose any criminal, regulatory violations, or self-regulatory violations and certain civil litigation. Because we are a broker-dealer firm, Form MA permits us to cross-reference to our Form BD, which is available on the website of the Financial Industry Regulatory Authority (FINRA), and our Form ADV, which is available on the SEC website. For your convenience, you may access our Form BD by using the following hyperlink: <http://brokercheck.finra.org/Firm/Summary/793>. You may access our Form ADV by using the following hyperlink: <https://www.adviserinfo.sec.gov/IAPD/IAPDSearch.aspx> and entering Firm 793 in the search field. Item 6 of each Form MA-I requires comparable disclosure about a municipal advisor individual, as well as customer complaint, arbitration, investigation, termination, financial, and judgment/lien disclosure. When an individual has a disciplinary history, Form MA-1 permits us to cross-reference to that individual's Form U-4. The disciplinary history on an individual's Form U-4 is accessible entering the individual's name in FINRA's "Broker-Check" service, using the following hyperlink: <http://brokercheck.finra.org/>.

In May 2020, Stifel, Nicolaus & Company, Incorporated (the Firm) entered into a Letter of Acceptance, Waiver and Consent (AWC) with the Financial Industry Regulatory Authority (FINRA) whereby the Firm without admitting or denying any specific findings, consented to findings that, from January 2012 through December 2016, the Firm failed to establish, maintain and enforce written supervisory procedures (WSPS) that were reasonably designed to achieve compliance with FINRA's suitability rule as it pertains to early rollovers of unit investment trusts (UITs). As a result the Firm violated NASD Rule 3010, FINRA Rule 3110, and FINRA Rule 2010. Additionally, the Firm consented to a further violation of FINRA Rule 2010 in connection with the sending of "switch letters" to customers containing inaccurate information about the costs they incurred as a result of the early UIT rollovers. The Firm agreed to pay a fine of \$1.75 million and restitution in the amount of \$1,891,188.13, plus interest. The FINRA staff did not require any remedial undertakings by the Firm in the AWC. The Firm has implemented various enhancements to its supervision and compliance oversight of early rollovers of UITs which it believes addresses the alleged deficiencies identified by FINRA. Those enhancements include implementation of a switch alert notification for early rollovers, a risk-based approach of compliance oversight for early rollover activity and a periodic "look-back" by the compliance department of early rollover activity by selected financial advisors.

None of the activities addressed in the AWC were municipal advisory services provided to our municipal entity or obligated person clients. We do not believe that any of the legal or disciplinary event disclosures described in our Form MA is material to our ability to serve as your municipal advisor.

#### **Evaluation of Recommendations/Suitability**

As provided in your Resolution approving and authorizing the Engagement, we will assist you in evaluating recommendations, whether made by Stifel or, upon your written request, by third-parties, such as underwriters. We will provide you with our evaluation of the material risks, potential benefits, structure, and other characteristics of the transaction or product. We will discuss with you why we think a recommendation we make is suitable for you. In the case of recommendations made by an underwriter or other third-party that you request in writing that we review, we will discuss with you why we think the recommended transaction or product is or is not suitable for you. We will also inform you of any other reasonably feasible alternatives considered.

In order for us to evaluate whether we think a recommendation is suitable for you, we are required to consider the following factors and we may need information from you about those factors, much as if you were opening a brokerage account:

- financial situation and needs,
- objectives,
- tax status,
- risk tolerance,
- liquidity needs,
- experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended,
- financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction were reasonably expected to be outstanding, and
- any other material information known by the municipal advisor about the client and the municipal securities transaction or municipal financial product, after reasonable inquiry.

### **Additional Information**

We also wish to inform you that Stifel is registered as a municipal advisor with both the SEC and the MSRB. Information about the duties of a municipal advisor, as well as the procedures for filing a complaint, may be found on the MSRB's website by clicking on the following link: <http://www.msrb.org/~//media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en>. The general website for the MSRB is [www.msrb.org](http://www.msrb.org). If you have any questions, please contact your municipal advisor.

## Request for Legislative Action

Resolution No.: 20997

Sponsor: Dan Tarwater III

Date: June 21, 2022

### Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20997
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	6/21/2022

### Introduction

**Action Items:** ['Authorize']

**Project/Title:**

authorizing the Director of Finance and Purchasing to execute a renewal and extension to the agreement with Stifel, Nicolaus & Co., Inc., of Kansas City, MO, for financial advisory services to the legislature through September 11, 2022, at a cost to the County not to exceed \$25,000.00.

### Request Summary

Request for legislative action to authorize the renewal of and extension to the agreement with Stifel, Nicolaus & Co., Inc, for financial advisory services related to the detention center project.

Resolution 20105 dated March 11, 2019 awarded a twelve-month term and supply contract, with two twelve-month options to extend, for the furnishing of financial advisory services for use by the county under the terms and conditions of Request for Qualifications No. 66-18.

The contract was executed for a one-year term expiring 9/11/2020. It was administratively extended for the first one-year renewal term expiring 9/11/2021, and then administratively extended a shorter term expiring 12/31/2021. In December 2021, it was extended one more time until 3/31/2022 to provide advisory services for a potential sports complex transaction. The contract could still be extended through 9/11/2022 under the terms and conditions of RFQ 66-18.

Scope of Work to include advising the Legislature regarding the financial analysis and debt structuring recommendations including public or private financing plans or proposals made to the county for the new detention center project.

Funds for financial advisory services have been included in the 2022 Budget in a total amount not to exceed \$25,000. Fees for analysis and consulting work will be billed on an hourly rate according to the terms of the previous agreement:

- Hourly rate for Managing Director/Director \$275.00
- Hourly rate for Vice President \$200.00
- Hourly rate for Associate/Analyst \$150.00
- Hourly rate for Administrative \$75.00

### Contact Information

<b>Department:</b>	County Legislature	<b>Submitted Date:</b>	6/14/2022
<b>Name:</b>	Crissy Wooderson	<b>Email:</b>	CWooderson@jacksongov.org

## Request for Legislative Action

<b>Title:</b>	Legislative Auditor	<b>Phone:</b>	816-881-3310
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Budget Information			
Amount authorized by this legislation this fiscal year:			\$25,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$25,000
Is it transferring fund?			No
Single Source Funding:			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
001 (General Fund)	1404 (Finance)	56012 (Financial Advisory Services)	\$25,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20105	March 11, 2019
20500	September 21, 2020
20846	December 13, 2021

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%

## Request for Legislative Action

VBE: .00%	
<b>Prevailing Wage</b>	
Not Applicable	

### Fiscal Information

- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.

### History

Submitted by County Legislature requestor: Crissy Wooderson on 6/14/2022. Comments:

Approved by Department Approver Mary Jo Spino on 6/14/2022 6:30:22 PM. Comments: Mjs

Approved by Purchasing Office Approver Barbara J. Casamento on 6/15/2022 9:12:40 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/15/2022 9:49:14 AM. Comments:

Approved by Budget Office Approver Mark Lang on 6/16/2022 10:37:13 AM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvia Stevenson on 6/16/2022 10:59:13 AM. Comments: Minor typo on front page.

Approved by Counselor's Office Approver Elizabeth Freeland on 6/16/2022 11:15:44 AM. Comments:

### Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 140422005 000

Date: June 16, 2022

RES # 20997  
eRLA ID #: 564

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<b>001</b> <b>General Fund</b>		
1404 Finance	56012 Financial Advisory Services	\$ 25,000
		<b>\$ 25,000</b>

**APPROVED**  
*By Mark Lang at 10:36 am, Jun 16, 2022*

Budget Office

**ADDENDUM TO  
FIDUCIARY ENGAGEMENT AGREEMENT FOR  
MUNICIPAL ADVISORY SERVICES**

This Addendum to the Fiduciary Engagement Agreement for Municipal Advisory Services (“Agreement”) is made this 5<sup>th</sup> day of October, 2020, by and between Jackson County, Missouri (“Issuer”) and Stifel, Nicolaus & Company, located at 4801 Main St., Suite 530, Kansas City, MO 64112 (“Stifel”).

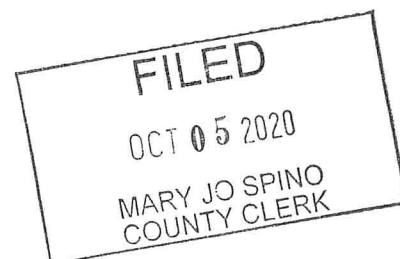
**WITNESSETH:**

**WHEREAS**, pursuant to Resolution of the Jackson County Legislature 20105, dated March 11, 2019, Issuer did award a contract for Municipal Advisory Services to George K. Baum & Company (Baum) of Kansas City, Missouri, for a one-year term to expire on September 11, 2020, with two twelve-month options to extend; and,

**WHEREAS**, subsequently, Issuer consented to the assignment of this contract by Baum to Stifel; and,

**WHEREAS**, the initial term of this contract expired on September 11, 2020, and Issuer and Stifel have exercised the first renewal option, extending the contract until September 11, 2021; and,

**WHEREAS**, by Resolution of the County Legislature 20500, dated September 21, 2020, the County Legislature has authorized a change in Stifel's compensation arrangement; now therefore





IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Except as specifically provided herein, the Fiduciary Engagement Agreement of the parties dated September 12, 2019, shall remain in full force and effect pursuant to its terms.

2. The compensation arrangement for fees to be paid by Issuer and/or received by Stifel shall be changed to read as set out in Exhibit A, attached hereto.

3. This Addendum shall be effective as of September 28, 2020, and shall remain in effect until September 11, 2021, unless further extended by the parties until September 11, 2022; and,

4. This Addendum, together with the Fiduciary Engagement Agreement for Municipal Advisory Services dated September 12, 2019, constitutes the full agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates first written above.

STIFEL, NICOLAUS & COMPANY

JACKSON COUNTY, MISSOURI

By Michael Short

By Frank White, Jr.  
County Executive

ATTEST:

APPROVED AS TO FORM:

By Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

By Bryan O. Covinsky  
Bryan O. Covinsky  
County Counselor

REVENUE CERTIFICATE

This Agreement is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific transactions is subject to annual appropriation, or the completion of the appropriate transaction.

10-5-2020  
Date

[Signature]  
Director of Finance and Purchasing

**Exhibit A**

Fiduciary Agreement for Municipal Advisory Services  
Jackson County, MO

Consistent with Section 2(H) of the Fiduciary Agreement for Municipal Advisory Services dated September 12, 2019, as renewed \_\_\_\_\_, the parties adopt the following professional fee schedule:

**Transaction Fees:** For financial advisory services in processing Transactions, Stifel shall be paid a fee equal to: .1-.2% of the principal amount of bonds (\$1 - \$2 per bond) and notes issued (based on credit structure, length of maturity and prevailing market conditions). If multiple series of bonds and notes are sold simultaneously, the fee will be based on the aggregated principal amount. [This amount does not include out of pocket expenses.]

All fees associated with Transactions will be paid at the completion of the sale of the Bonds, Notes or other securities issued on behalf of the County.

**Ongoing Services Fee:** Fees for analysis and consulting work under this agreement outside of Transactions will be computed at the following hourly rates and will be paid by the County within thirty (30) days of receipt of an invoice from Stifel:

Hourly rate for: Managing Director/Director	\$275.00
Hourly rate for: Vice President	\$200.00
Hourly rate for: Associate/Analyst	\$150.00
Hourly rate for: Administrative	\$75.00

Stifel will not advance or incur expenses for the County unless requested to do so in writing. The County will be responsible for transactional expenses associated with any issuance of securities on behalf of the Issuer including, but not limited to preparation and distribution of Official Statement(s), legal fees, printing, delivery and settlement of securities, travel, credit rating agency fees and government and governmental agency fees and charges.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of broker and consulting services for the County's employee group health, life, and dental insurance for use County-wide to CBIZ Benefits of Kansas City, MO, under terms and conditions of Request for Proposals No. 42-21, at no cost to the County for 2022.

**RESOLUTION NO. 20998**, June 21, 2022

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the County has a continuing need for broker and consulting services for the County's employee group health, life, and dental insurance; and,

WHEREAS, the Director of Finance and Purchasing issued Request for Proposals No. 42-21 in response to that need; and,

WHEREAS, a total of sixty-seven notifications were distributed and five proposals were received from the following:

**BIDDERS**

Segal Group  
Chicago, IL

Phase Consulting Partners  
Miami, FL

CBIZ Benefits  
Kansas City (Jackson County), MO

Twin Lakes  
Lee's Summit, MO

Holmes Murphy & Associates  
Kansas City, MO

Garry & Associates  
North Kansas City, MO

and,

WHEREAS, a committee of County staff members reviewed and evaluated all of these proposals; and,

WHEREAS, the evaluation committee recommended the award of a contract to Segal Group of Chicago, IL; and,

WHEREAS, Resolution 20914, dated April 4, 2022, which would have awarded a contract to Segal Group of Chicago, IL, was not adopted by the County Legislature; and,

WHEREAS, in view of the Legislature's previous action on Resolution 20914, pursuant to section 1054.6 of the Jackson County Code, the evaluation committee and Director of Human Resources now recommend the award of a twelve-month term and supply contract with one twelve-month option to extend, for the furnishing of broker and consulting services to CBIZ Benefits of Kansas City (Jackson County), MO, under the terms and conditions of Request for Proposals No. 42-21, as the lowest and best remaining proposal based on evaluation points and price; and,

WHEREAS, CBIZ Benefits has agreed to the same compensation and terms as were proposed by Segal Group, the first recommended lowest bidder; and,

WHEREAS, under the recommended contract, CBIZ Benefits will be paid for its services in 2022 by the County's insurance providers and in 2023 and 2024 out of budgeted County funds; and,

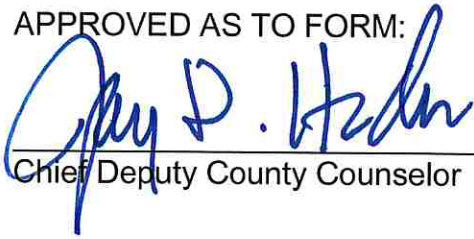
WHEREAS, the execution of a contract with this vendor is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

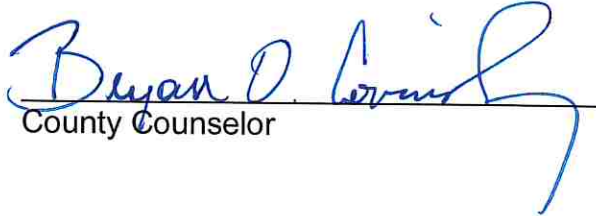
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the award be made as recommended by the evaluation committee and Director of Human Resources and that the Director of Finance and Purchasing be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract and any extensions thereto, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20998 of June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Abstaining \_\_\_\_\_ Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

This obligation for 2022 will be paid out of funds in the custody of the County's group employee insurance providers. Funding for future years is subject to appropriation in the County's then current annual budget.

6/16/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Resolution No.: 20998  
Sponsor: Crystal Williams  
Date: June 21, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20998
Sponsor(s):	Crystal J. Williams	Legislature Meeting Date:	6/21/2022

Introduction
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding a twelve-month term and supply contact with one twelve-month option to extend, for the furnishing of an Employee Benefits Consultant on the County's health, life, dental, vision, and welfare benefits to use County-wide, to CBIZ, of Kansas City, Missouri, under the terms and conditions of Request for Proposal No. 42-21.

Request Summary
<p>The Human Resources Department requires a contract for an Employee Benefits Consultant for the County's health, life, dental, vision, and welfare benefits that will allow for the department to accomplish better benefit communication to associates, auditing of health care and prescription drug cost, assist us with emerging trends and compliance issues, and modernize technological processes in our day-to-day practices for the benefit of our associates. The Purchasing Department issued Request for Proposal 42-21 in response to those requirements. Sixty-seven (67) bid notifications were issued, and five (5) bids were received. The committee consisted of associates from Parks + Rec, Human Resources, County Administration, and the County Auditor's office. The analysis of the scoring and pricing of respondents is outlined in Exhibit A.</p> <p>All respondents were requested to submit a monthly retainer fee basis or a consultant fee structure. Based on our current contract with Blue Cross Blue Shield, for the rest of 2022, the new Employee Benefits Consultant will be paid by BCBS. In 2023, the consultant's monthly fee will be budgeted. The first recommendation was not accepted by the County Legislature. Therefore, pursuant to Section 1054.6 of the Jackson County Code, the Human Resources Department recommends the award of the contract for the furnishing of Employee Benefits Consultant to CBIZ, Kansas City, Missouri. CBIZ was the committee's second highest scored bid, and has agreed to accept the same compensation as the lowest bidder.</p>

Contact Information			
<b>Department:</b>	Human Resources	<b>Submitted Date:</b>	6/7/2022
<b>Name:</b>	Michelle K. Chrisman	<b>Email:</b>	MChrisman@jacksongov.org
<b>Title:</b>	Director of Human Resources	<b>Phone:</b>	816-881-1204

Budget Information	
Amount authorized by this legislation this fiscal year:	\$ 0



## Request for Legislative Action

Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20017	October 22, 2018
18175	May 20, 2013
20914	April 4, 2022

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

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>
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## Request for Legislative Action

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

## Request for Legislative Action

### History

Submitted by Human Resources requestor: Michelle K. Chrisman on 6/7/2022. Comments:

Approved by Department Approver Gina M. Campbell on 6/7/2022 1:05:06 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/9/2022 11:26:58 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/9/2022 3:53:25 PM. Comments:

Approved by Budget Office Approver Mark Lang on 6/9/2022 4:19:17 PM. Comments: No fiscal note required for T&S contracts.

Approved by Executive Office Approver Troy Schulte on 6/9/2022 4:52:23 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 6/13/2022 3:27:24 PM. Comments: Per the clerk's office- please include the most recent legislation under previous legislation.

Submitted by Requestor Michelle K. Chrisman on 6/14/2022 1:42:06 PM. Comments: Added Resolution 20914, which was defeated on April 25, 2022.

Approved by Department Approver Gina M. Campbell on 6/15/2022 8:48:13 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/15/2022 9:20:18 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/15/2022 10:36:48 AM. Comments:

Approved by Budget Office Approver Mark Lang on 6/15/2022 2:43:01 PM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 6/15/2022 3:50:58 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 6/16/2022 11:44:20 AM. Comments:



RFP Number: 42-21

RFP Name: Employee Benefits Consulting Services

Dept. Name: Human Resources

**Respondents  
Respondents**

<b>Evaluation Criteria: CBIZ Benefits</b>	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	30	30	30	28	30
Respondent's References	25	25	23	25	25	25
Respondent's Pricing	40	17	17	17	17	17
<b>Total</b>	<b>100</b>	<b>77</b>	<b>75</b>	<b>77</b>	<b>75</b>	<b>77</b>

**Respondents**

<b>Evaluation Criteria: Twin Lakes</b>	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	11	11	15	16	15
Respondent's References	25	25	20	25	25	25
Respondent's Pricing	40	30	30	30	30	30
<b>Total</b>	<b>100</b>	<b>71</b>	<b>66</b>	<b>75</b>	<b>76</b>	<b>75</b>

**Respondents**

<b>Evaluation Criteria: Holmes Murphy &amp; Assoc.</b>	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	20	14	17	22	20
Respondent's References	25	25	20	25	25	25
Respondent's Pricing	40	25	25	25	25	25
<b>Total</b>	<b>100</b>	<b>75</b>	<b>64</b>	<b>72</b>	<b>77</b>	<b>75</b>

**Respondents**

<b>Evaluation Criteria: Garry &amp; Associates</b>	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	10	9	11	16	10
Respondent's References	25	25	20	25	25	25
Respondent's Pricing	40	5	5	5	5	5
<b>Total</b>	<b>100</b>	<b>45</b>	<b>39</b>	<b>46</b>	<b>51</b>	<b>45</b>

**Respondents**

<b>Evaluation Criteria: Segal</b>	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	28	25	30	29	30
Respondent's References	25	25	23	25	25	25
Respondent's Pricing	40	38	38	38	38	38
<b>Total</b>	<b>100</b>	<b>96</b>	<b>91</b>	<b>98</b>	<b>97</b>	<b>98</b>

Jackson County, Missouri  
RFP 42-21 - Employee Benefits Consultant

## Analysis of Scoring of Respondents:

	CBIZ	Garry and Associates	*Holmes Murphy	Segal	**Twin Lakes
Response to RFP	25	25	25	25	25
Proposal and Experience	148	56	93	142	68
References	123	120	120	123	120
Pricing	85	25	125	190	150
Totals	381	226	363	480	363
Cumulative Total	76.2	45.2	72.6	96	72.6

## Analysis of Pricing of Respondents:

	Segal	*Holmes Murphy	**Twin Lakes	CBIZ	***Garry & Associates
Remainder of Year 2022	\$46,664	\$46,664	\$46,664	\$46,664	\$46,664
Year 2023	\$90,000	\$150,000	\$84,000	\$180,000	\$264,000
Total	\$136,664	\$196,664	\$130,664	\$226,664	\$310,664

In the RFP 42-21 for Employee Benefits Consultant, it was requested to include a pricing structure on a monthly retainer basis or a consultant fee structure in lieu of a broker fee. Based on our current contract with Blue Cross Blue Shield, for the rest of 2022, the new Employee Benefits Consultant will be paid by BCBS.

\*While this appears to be the lowest bidder, their rate is contingent on the County keeping our current healthcare provider.

\*\* In their initial response, they were non-compliant. They failed to provide the fee structure per instructions outlined in RFP 42-21 and informed us they would like the commission basis structure to remain the same. When given a second opportunity to provide fee structure, their response was not received timely.

\*\*\* In their initial response, they were non-compliant. They failed to provide the fee structure per instructions outlined in RFP 42-21 and informed us they would like to continue with a commission structure built into the plans.



## **JACKSON COUNTY**

### **Human Resources Department**

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Jackson County Courthouse  
415 East 12th Street, First Floor  
Kansas City, Missouri 64106  
jacksongov.org

(816) 881-3135  
Fax: (816) 881-3474

To: Katelyn Edgar, Buyer  
From: Michelle Chrisman, Director of HR  
Subj: Employee Benefit Consultant Recommendation – RFP 42-21  
Date: June 7, 2022

On November 16, 2021, sixty-seven (67) vendors were issued bids for an Employee Benefit Consultant, who would solicit proposals for health, dental, vision, life and welfare benefits and provide consultation services and guidance to Jackson County Human Resources and Administration. All bids were requested to submit a monthly retainer fee basis or a consultant fee structure.

On December 30, 2021, we received five bids from the following agencies, CBIZ, Twin Lakes, Holmes Murphy, Garry and Associates and Segal. The committee evaluated proposals on the following criteria, responsiveness to proposal, respondents' proposal and experience, respondent's references, and pricing. The committee viewed presentations that covered their RFP bid process, communication strategies, strategic planning & emerging trends and technology and completed reference checks on all five respondents.

The committee's first recommendation was not accepted by the County Legislature. CBIZ was the committee's second-best bid, and we are recommending them as our Employee Benefits Consultant. CBIZ has experience in the bid process for services and knowledge on compliance issues. CBIZ will assist Human Resources in developing a benefits strategic plan, develop benefit plans communications, and assist with open enrollment for all associates.

Funds for this contract will be appropriated from the General Fund.

Cc: Sylvya Stevenson



# SERVICES AGREEMENT

This Agreement made by and between Jackson County, Missouri ("Employer") who sponsors a group employee benefits plan ("Plan") and CBIZ Benefits & Insurance Services, Inc. ("CBIZ"), who will provide for Employer one or more of the services more fully described herein and as indicated below.

WHEREAS, in accordance with the terms set forth below, CBIZ will perform the services described herein in accordance with the provisions of the Internal Revenue Code, as amended ("IRC") and the Public Health Services Act, as amended ("PHS"), without assuming any responsibility as a plan administrator or plan sponsor under the Plan, and without assuming any responsibility for continuation or extension of coverage laws unless specifically agreed to elsewhere in this Agreement.

CBIZ will perform the following services effective July 1, 2022:

Employee Benefits Consulting Services (Addendum A)

The Terms of Agreement and all applicable Addenda are attached hereto. Employer and CBIZ have read the Terms of Agreement and all attached Addenda and agree to be bound by their terms.

**Employer**

**CBIZ Benefits & Insurance Services, Inc.**

Jackson County, Missouri

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS OF AGREEMENT

1. Services Provided by CBIZ. CBIZ will perform one or more of the services selected by Employer and pursuant to the services outlined on Addendum A, attached hereto and made a part hereof. The specific services to be performed for Employer shall be determined by CBIZ and Employer and may be modified from time to time as agreed upon between the parties.
2. Relationship of the Parties. It is understood and agreed that this Agreement does not create any employer/employee, partner or joint venture relationship between the parties. The parties agree that the relationship between CBIZ and Employer shall be that of independent contractors. As an independent contractor, CBIZ shall have the right to determine the means and methods to be used in accomplishing and providing the services to be rendered hereunder, including but not limited to outsourcing one or more services contemplated herein. Each party shall be responsible for all expenses involved in the execution of any services to be performed by them hereunder and shall also be responsible for all federal, state and local taxes that may be required to be paid by either party. The parties shall not have any express or implied rights or authority to assume or create any obligation or responsibility on behalf of or in the name of the other, except as may otherwise be set forth in this Agreement.
3. Requests of Information. Employer acknowledges the importance of providing complete and accurate information to CBIZ prior to the effective date of any and all services provided hereunder. CBIZ, from time to time, will request certain information from Employer, which is necessary to enable CBIZ to adequately perform its duties hereunder. Employer shall, within fifteen (15) days of the mailing or hand delivery of such request, furnish CBIZ with all information requested. CBIZ, its officers, employees and agents shall not be liable for any damages, taxes, interest, penalties, or fines incurred by Employer if all the requested information is not furnished within the time period set forth in this paragraph.
4. Reliance on Employer Provided Information. All information supplied to CBIZ by Employer shall be provided in writing or in such electronic media as is acceptable to the parties and such information shall be true and correct to the best of Employer's belief and knowledge. CBIZ may rely on any such information furnished by authorized individual(s) of Employer and shall have no responsibility to inquire into its correctness or accuracy. CBIZ shall incur no liability for reliance on such information in the performance of its services. If the information supplied proves to be incorrect, Employer will, if applicable, pay CBIZ based upon then current hourly rates for the costs of all work to correct such information. Employer shall use reasonable efforts to retain duplicate copies of information or material sent to CBIZ and for taking other precautions as it deems necessary in case such information or materials are lost or destroyed, regardless of cause, or in case information reprocessing is needed for any reason.
5. Plan Administration and Fiduciary Responsibilities. Employer is the Plan's fiduciary, whether named or otherwise, and plan administrator, not CBIZ. Nothing contained in this Agreement shall be deemed to make CBIZ a fiduciary to the Plan. Employer is solely responsible for all administrative duties incident to the maintenance of the aforementioned Plan, including general compliance with the IRC, PHS, Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272 ("COBRA") or any other federal, state or local laws or regulations that may have bearing on this Plan.

CBIZ, its officers, employees and agents are not Plan fiduciaries and shall not perform any functions which might, in the opinion of CBIZ, result in the classification of CBIZ, or any of its officers, employees or agents as a "fiduciary". Employer acknowledges that CBIZ has no discretionary authority, control or responsibility over the Plan or over the administration of Plan assets. CBIZ will execute requested transactions involving the Plan only after receiving the appropriate authority from Employer, named representative(s) or other properly identified fiduciary (ies).

CBIZ, its officers, employees and agents will not furnish any legal, tax, or accounting advice for which its officers, employees or agents are not licensed to furnish, but will direct such questions either directly to, or through Employer. Employer bears responsibility to direct such questions to its legal counsel and accountant.

From time to time in the course of providing the services hereunder, CBIZ has and will continue to provide Employer with independent industry data and information for Employer and its management to materially utilize in making decisions related to Employer's group health insurance and related coverages. Employer will be responsible for management decisions and functions, and for designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee any services CBIZ may provide. Employer is



responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services; provided, however, the aforesaid shall in no way waive, release, obviate or mitigate the obligations, covenants, responsibilities and liabilities of CBIZ under this Agreement.

6. Limitation of Liability. CBIZ's services under this Agreement shall be limited to the services outlined on the Addenda attached hereto. Neither CBIZ, nor its officers, employees and agents shall have any liability whatsoever for the payment of any damages, interest, taxes, fines or penalties which arise out of or are in connection with any acts or omissions of a Plan trustee, sponsor, fiduciary, administrator or party-in-interest to the Plan.

CBIZ's liability regarding processing and recordkeeping errors shall be limited only to substantiated and proven direct damages and the correction of such errors that are reported to CBIZ within thirty (30) days of receipt of said erroneous reports, records or information by Employer. In no event will the amount of any damages exceed the amount of the (i) fees that have been paid by Employer to CBIZ and/or (ii) commissions received by CBIZ for Employer's policies in the immediately preceding twenty-four (24) month period. CBIZ shall not be liable for losses incurred by Employer, the Plan or a Plan participant for indirect, punitive, special or consequential damages arising out of any breach of this Agreement.

7. Prior Acts or Omissions. CBIZ shall not be liable for any acts or omissions with respect to the services provided hereunder, which were committed before the date of this Agreement by another third party provider. CBIZ shall also not be liable for any acts or omissions with respect to the services provided hereunder for the Plan which occur after this Agreement's termination, except for acts or omissions in connection with the transfer of records upon termination of this Agreement as provided in Section 13 of this Agreement.
8. Fees. The fees for CBIZ's services performed hereunder shall be outlined on Addendum B, attached hereto and made a part hereof.
9. Confidentiality. Each party agrees not to disclose or use during or subsequent to termination of this Agreement, any confidential information relating to the other party's business unless such use is required in the performance of this Agreement. The parties agree and understand that confidential information is any information that is treated as confidential by either party and/or has not been made generally available to the public. Such information shall include, but not be limited to, employee information, client and customer lists, data, records, computer programs, manuals, reports, processes and methods that each party may have become privileged to during the course of this Agreement. The parties acknowledge that Employer may disclose confidential and important Protected Health Information ("PHI") to CBIZ as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Execution of this Agreement indicates each party's acceptance to the terms of Addendum C, Business Associate Agreement, attached hereto and made a part hereof. All records and other materials related in any way to each party's business shall be and remain the respective party's property during and after the termination of this Agreement. Upon termination of the Agreement, each party shall promptly return to the other party all copies of materials involving confidential information in the other party's possession or control. The parties recognize the difficulties and related expense associated with segregating and destroying certain electronic records. The receiving party may retain electronic copies of confidential information for archival and emergency backup purposes and such retained confidential information shall remain subject to the terms of this Agreement. The parties further agree and acknowledge that they will disclose the confidential information only to those directors, officers or employees that have an absolute need to know for the purposes of the Agreement. The provisions of this Section 9 shall survive the termination of this Agreement. All of Employer's obligations under this Section are subject to the provisions of the Missouri Open Records Act, chapter 610, RSMo.
10. Authorization to Disclose Employer Information. Employer authorizes CBIZ to share Employer information with other CBIZ affiliated companies for the limited purpose of proposing other services for Employer by a CBIZ affiliated company. Employer further authorizes CBIZ to provide Employer information to approved third party vendors who are providing services for Employer. The parties acknowledge that the services provided by these third party vendors may not be provided in the United States.
11. Ownership of CBIZ Intellectual Property. CBIZ shall retain all rights, title to and interest in any and all intellectual property developed in connection with the provision of services and relationship contemplated by this Agreement. For purposes of this Agreement, intellectual property shall include, but not be limited to, computer software, source code and written processes and procedures.

12. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered mail, postage prepaid, addressed as follows:

CBIZ: CBIZ Benefits & Insurance Services, Inc.  
700 West 47<sup>th</sup> Street, Suite 1100  
Kansas City, Missouri 64112  
Attn: General Counsel

Employer: Jackson County, Missouri  
415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

If any party gives written notice of a change in address, notice to that party shall thereafter be given at the new address set forth in the notice.

13. Term and Termination. This Agreement is effective July 1, 2022, and will remain in effect for a twelve (12) month period from and after the effective date stated (the "Initial Term"). Thereafter, this Agreement may be renewed for one additional twelve (12) month term (the "Renewal Term") unless terminated earlier by CBIZ or Employer with written notice ninety (90) days prior to the end of the Initial Term. In the event the Agreement is renewed for a Renewal Term, the Agreement may be terminated by either party with written notice ninety (90) days prior to the end of the Renewal Term. Notwithstanding anything stated herein to the contrary, either party may terminate this Agreement at any time upon an event of breach or default by the other party of any material term of this Agreement. Each party shall be given prompt notice of such breach or default by the other party and shall have thirty (30) days from the date of receipt of such notice to remedy and cure such default or breach. If, after such thirty (30) day period, the default or breach has not been remedied or cured, the Agreement will terminate. Upon termination, CBIZ shall have a reasonable amount of time to transfer account records information in accordance with the written instructions of Employer. CBIZ shall be entitled to receive all of the revenue due through the end of any term of the Agreement plus reasonable costs related to termination, including without limitation costs of generating termination related reports and accounting. CBIZ shall have no responsibility to release any records, plan data, electronic files or other information to Employer until CBIZ has received payment in full for any compensation due and owing to CBIZ pursuant to this Section and Section 8 above for services performed prior to termination of this Agreement.
14. Amendment. The terms and provisions of this Agreement and the attached Addenda may be modified or amended only by written agreement executed by the parties hereto.
15. Waiver. No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Agreement, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.
16. Severability. In case any provision of this Agreement is invalid or unenforceable, the validity and enforceability of the Agreement's remaining provisions shall not in any way be affected or impaired.
17. Successor and Assigns. This Agreement and all Addenda shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. However, this Agreement shall not be assigned to any other party without the other party's written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, CBIZ may assign this Agreement to a parent, subsidiary or affiliate, or to an entity acquiring substantially all of the assets of CBIZ without Employer's consent.
18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Missouri, without regards to principles of conflicts of laws. Both parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts of the state of Missouri (state or federal), with venue in Jackson County, over any dispute arising out of this Agreement and agree that all claims in respect of such dispute shall be determined in such court.
19. Entire Agreement. This Agreement and all attached Addenda contain the entire understanding between the parties with respect to the subject matter herein and supersedes any prior or contemporaneous written or oral agreement between them related to the subject matter hereof. There are no representations, agreements, arrangements or

understandings, oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein.

20. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.
21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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# ADDENDUM A SCOPE OF SERVICE

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# CBIZ RESPONSES

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**4.1 The Successful Respondent must prepare a proposal and solicit proposals from a variety of health, dental, vision and life insurance providers on behalf of the County. In most cases, the Broker will issue the proposal directly to the health, dental, vision and life insurance providers and receive the proposal back. Jackson County, Missouri is interested in obtaining as many proposals as possible and as such will accept proposal from insurance providers that do not work with Brokers as well as governmental or multi-party groups. The Broker will provide the proposal documents to these vendors and will assist Jackson County in evaluating these proposals submitted directly to the County relative to all others submitted.**

Yes. We will work in coordination with all County Departments to support all needs as noted above. CBIZ will provide comprehensive RFP and marketing services - from goal setting to a final written analysis of our market findings to the implementation of a new vendor if one is selected. We are with you every step of the way. We draft our RFP documents to reflect your unique goals and objectives and any particular issues that you would like to see resolved. Our written analysis of all of the bids and finalist interviews will help lead Jackson County to a selected vendor. Once this is accomplished, we will stay in ongoing communication with the carriers/vendors to ensure they deliver according to final negotiated provisions.

**4.2 The Successful Respondent will work in coordination with the County's Human Resources, Risk Management and Purchasing and Legal departments to acquire needed insurance policies, contracts, clarifications, execution of documents, other required documents, and services, as needed during the Request for Proposal process and/or anytime during the potential Contract period.**

Whether entering into a renewal contract or switching to a new vendor, CBIZ will coordinate and manage the implementation process and the ongoing vendor relationship for Jackson County.

We will assume the following tasks:

- Schedule planning and implementation meetings with vendors as needed
- Coordinate eligibility data requirements and timing
- Order vendor benefit booklets and/or certificates, ID cards
- Review administrative forms and billing
- Request and review contracts, plan documents, and other vendor materials
- Provide ongoing employee support for claims, customer service, etc.
- Proactively identify issues before they become problems
- Establish service level expectations and negotiate performance guarantees as appropriate

**4.3 The Successful Respondent will analyze vendors' proposals and provide a written assessment based upon the County's selection criteria and timeframe.**

Yes, CBIZ will assist in analyzing vendor capabilities to determine if they are a good fit for Jackson County. We have experience implementing and working with all the major carriers and vendors and will assist with researching, vetting and advocating for the county during the marketing process. We will support the County's interests in examination of State Pools or Consortiums, too.

**4.4 The Successful Respondent will assist the County in negotiations with vendors to obtain the best possible value for the services described in this Request for Proposal.**

The most competitive pricing is achieved when a vendor becomes a partner with Jackson County. Our responsibility is to develop these relationships to the fullest.

For prospective partners, CBIZ must paint the picture of why Jackson County is the most attractive group to insure. For current partners, CBIZ will enrich the relationships through collaborative development of strategic plans. Activities prior to the renewal negotiations such as vendor summits and development sessions. Further, regularly scheduled partner updates allow CBIZ to aggressively achieve the most cost-effective pricing for all plans and programs at renewal. As one of the largest purchasers of insurance and related products and services, our clients benefit from preferred level pricing and service models from both national and regional insurance companies and other vendors. Jackson County will benefit from both our strategic approach and our significant volume placements.

**4.5 The Successful Respondent will attend management and associate meetings as required to support the selection process and decisions.**

CBIZ will attend all necessary management and associate meetings as required during the vendor selection process. This is included in our standard scope of services.

**4.6 The Successful Respondent will attend/coordinate selected meetings of the County Administration, Legislature and Human Resources Department and appropriate staff.**

CBIZ will attend, coordinate, and prepare agendas for selected meetings of all involved parties. This is included in our standard scope of services.

**4.7 The Successful Respondent will provide the County with information on emerging market trends. Recommend alternative benefit plan designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies.**

The County employees deserve a quality benefits package. At the same time, cost-containment solutions can help reduce and manage overall risk to employer health plans. These solutions lead to more innovative plan design and better overall outcomes. In order for an employer's health care ecosystem to achieve these outcomes, the employer's plan should include tactics that:

- Protect against unnecessary spending due to fraud, waste and abuse
- Provide structured and reasoned access to primary care
- Guide urgent and emergent care to the most efficient and cost-effective site of care (e.g., telemedicine, urgent care)
- Construct a care coordination methodology that handholds patients through health care navigation and care-delivery decisions for both routine and complex matters, as well as creates a 360-degree composite view of the patient as a unique individual
- Promote value-based care for situational diagnoses (e.g., low back pain, diabetes, dialysis)
- Align benefit deliverables with evidence-based medicine and proper diagnosis for high dollar and catastrophic conditions (e.g., birth abnormalities, cancer, autoimmune conditions)
- Account for health care system outliers and have a plan to negotiate and contest their impacts on overall health spend
- Manage the pharmacy contracting and purchasing process to ensure the best overall drug procurement strategy
- Collect and analyze ongoing data to deduce patterns, trends and opportunities regarding overall ecosystem performance



- Benchmark current plans, costs, and utilization against national and regional benchmarks and other municipalities

**4.8 The Successful Respondent will assist in the administration of annual (or special) enrollment, as required.**

**4.8.1 Annual Benefit Sign Up/Open Enrollment: Advise and assist the County in developing, implementing, and conducting the annual on-line benefit enrollment. Assist the County in developing, implementing, and conducting enrollment by all plan members. Assist with providing a summary of benefits and other written communications to distribute to all associates during open enrollment processes. Assist in coordination of/and facilitate schedules with all benefit plan representatives and County personnel for yearly open enrollment processes.**

While Jackson County's CBIZ service team will provide ongoing support throughout the year, CBIZ recognizes that there are many tasks in the Renewal and Open Enrollment timeframe. CBIZ will assist Jackson County in all the major areas involved in Open Enrollment, including but not limited to:

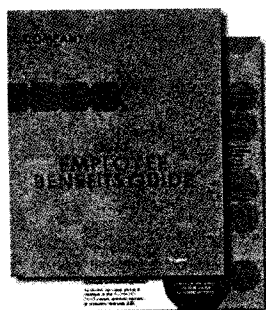
- Development of Open Enrollment Communications
- Employee information presentations
- Carrier implementation
- Carrier file feeds
- And more.

CBIZ will also assist in providing any guidance and information for Jackson County to be able to update the enrollment system where applicable. At the outset, we will identify specific short-term and long-term communication objectives, and choose ways to make small but measurable changes now that will ultimately lead to long-term, sustained change.

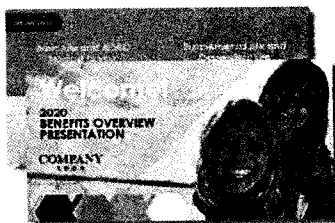
### Custom Communications

To help with the education process of open enrollment each year, CBIZ provides a customized employee enrollment guide. This guide has all pertinent information on eligibility, carrier networks, plan designs and benefits offered, carrier resources, compliance requirements, and contact information. The guide also includes helpful videos about benefits and links to carrier websites. We recommend sending these electronically so they can be accessed easily (per below software, FlippingBook). These booklets become a one-stop-shop for all benefits information and employee needs.

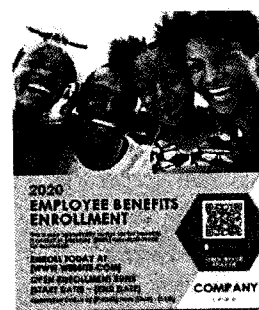
**Benefit Guide**



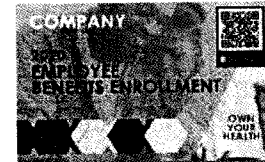
**Open Enrollment Presentation**



**Flyer With QR Code**



**Postcard With QR Code**



**Email Header**

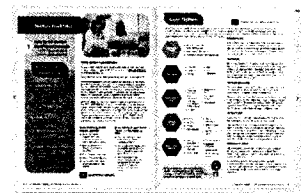




To go along with the enrollment guides and in-person meetings, CBIZ also provides ongoing resources to continue to help educate employees. All benefits communication is reviewed to ensure compliance and all required annual notices are included in your benefits guide. These are frequently reviewed and updated by our in-house compliance team.

## Online Distribution with Helpful Analytics

CBIZ can also utilize a software called FlippingBook, an interactive online publishing site that transforms files into digital, interactive online publications and can be used for employee communication and education. This platform allows clients to distribute materials to both desktop and mobile employees, ensuring the greatest access possible to this important messaging.



The FlippingBook tool also allows us to measure the effectiveness of our communication strategy and adjust as necessary.

Using Google Analytics, CBIZ has the ability to track interaction and utilization of the guides and materials published on this platform. By understanding the County's employee engagement, we will be better suited to understand what employees view and how we can better target education and engagement. For a sample of this tracking, please see below. We continually keep our clients aware of their analytics as well as benchmark against other similarly situated clients or by industry.

**Total Number of Users**  
350

**Most Users In a Day**  
700 – October 10<sup>th</sup>

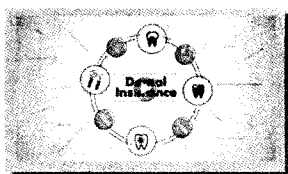
**Most Popular Day / Time**  
Thursdays 1pm - 2pm

**Total Number of Page Views**  
800

**Most Used Device - Desktop**  
70.5%

**Most Viewed Page**  
Welcome to 2021 Open Enrollment

### Educational Video Sample



## Explainer & How-To Videos

The County will have access to over 60 English and Spanish 1- to 2-minute explainer-videos that can supplement your benefits guide or be a part of an ongoing communication campaign throughout the year. These videos can be another mode of education to your employee population to increase awareness of the benefit package that they are offered. Similar to our analytics we can pull for FlippingBook, we can also pull engagement reports for the videos that the County selects as beneficial.

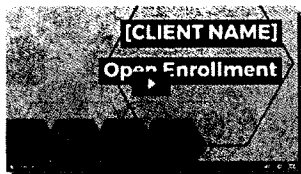
CBIZ also partners with Brainshark, a leading cloud-based platform for employer and employee education, to create customizable benefits education presentations or train employees. Presentations can be viewed on-demand at the audience's convenience, "anytime, anywhere," including on mobile devices. Employees can review benefits communications as often as needed and easily share with others in their household.





## Promotional Videos

### Open Enrollment Video



CBIZ can also provide a short, simple and informative open enrollment video designed with your employees in mind. This video can be great to communicate key open enrollment dates and raise awareness on any plan changes and inform employees about steps they must take.



**4.9 The Successful Respondent will review County Associate Benefits Program on a continuing basis to ensure that the plans are in compliance with Government regulations. Recommend procedures and/or policies the County should implement to comply with government regulations.**

As your Employee Benefits Consultant, CBIZ will offer consistent monitoring of any compliance changes, and provide information necessary to be fully compliant.

The County members will receive on-going support from our national attorneys and legal teams within the Regulatory Affairs and Compliance department led by Karen McLeese, J.D. Our compliance team monitors state and federal regulations impacting employee benefit plans and reviews and interprets laws, court decisions, and administrative rulings affecting employee benefits.

Our clients stay current on compliance issues with up-to-date communication materials such as the proprietary “For Your Benefit” annual compliance manual, “At Issue” and “Benefit Beat” communications, CBIZ Health Reform Bulletins, the Annual Compliance Checklist and timely webinars throughout the year.

CBIZ believes in making a continuous investment in compliance and regulatory resources, offering extensive training for all CBIZ associates. By learning to identify, research and analyze complex issues, our compliance team ensures the client has the information to be fully compliant with all state and federal mandates. We can quickly identify issues in-house and then share best practices to relieve the burden of billable hours from traditional legal resources.

- “For Your Benefit” annual compliance manual
- “At Issue” and “Benefit Beat” communications
- CBIZ Health Reform Bulletins
- The Annual Compliance Checklist
- Timely webinars throughout the year

**4.10 Benefit Program Design: Provide benefit information to enable the County to make effective decisions in developing an overall Associate Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining associates.**

- 4.10.1 Additional services for benefit program design may include, but are not limited to:**
  - 4.10.1.1 Calculating the increased costs for renewal of insurance for the County,**
  - 4.10.1.2 Providing “what-if” scenarios for the County regarding renewals of insurance,**
  - 4.10.1.3 Calculate and provide alternative funding methods.**

As part of our ongoing strategic consulting process, we meet with you to learn of your objectives, discuss options and programs in the marketplace, and collaborate with you to develop a 3-year strategy to accomplish your goals. Our specialized approach gives us the ability to see many different benefit scenarios, each unique, each looking for a custom-fitted solution. Our reputation for providing innovative solutions to municipalities along with the number of clients in this space grew quickly through referrals from one client to another. We bring intimate, hands-on knowledge of the local benefits marketplace, the competitive edge to attract and retain the highest quality personnel, and the ability to quickly access national, technical resources. The strategic plan and process is reviewed, updated, and amended each year during our Annual Performance Review meeting, and as business needs and priorities change.

Employee benefits are a substantial investment affecting multiple facets of your business, from organization morale and employee retention to administrative efficiency and ultimately your bottom line.

That is why CBIZ begins each engagement with benefit and human resource objective setting, to ensure that your benefit initiatives support your organization's business and financial objectives.

**Rather than supply packaged solutions, we will collaborate with you to develop a customized action plan to achieve the goals you set.** This process typically begins with stakeholder interviews and either conducting or reviewing the County's current employee engagement survey results.

## ACTUARIAL SERVICES

Rather than simply forwarding carrier reporting, CBIZ has a robust in-house actuarial and financial reporting team. Our actuarial team helps our clients better budget and prepare for health care costs each year and perform prospective renewal calculations based on current claims data. Our team provides actuarial services that support and supplement our benefit review and analysis. We help analyze current plan costs against the marketplace, develop premium equivalent rates, analyze carrier renewals, and develop an actuarially sound contribution structure. Finally, we can identify the issues driving plan costs and recommend responses that are tailored to address the causes. You will have access to experts who can assist with the following items:

- Projecting financials and claims / Pricing and reserve calculations
- Independent underwriting renewal calculation based upon claims/utilization
- COBRA rate development
- Stop-loss and pooling risk level determination
- Modeling plan design changes, migration studies, and contribution strategies
- Assessing the financial impact of COVID-19 based on employer and employee characteristics

## FUNDING ARRANGEMENTS

Your dedicated consultants and service team have valuable expertise working with various funding arrangements. Our clients range from being fully insured, to hybrid insured, to fully self-funded. We are skilled at utilizing the data available to us to help the County determine the best funding strategy. CBIZ are experts in evaluating program design, contracting, and funding techniques that are conducive to cost containment while providing a quality package for employees. This includes multiple plans that increase flexibility, and cutting-edge components of flexible benefit and cafeteria plans. We have the tools, experience, and intellectual capital to monitor the performance of the plans, forecast expenditures with consistent accuracy, identify areas for improvement with network discounts and administrative services and obtain aggressive pricing terms within the markets.

The team assigned to Jackson County has extensive experience working with groups of all funding arrangements, and is very adept at illustrating and guiding clients through a funding strategy conversion.

**4.11 Tracking and Plan Performance: Track and report progress of Benefit Plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of Benefit Plan performance e.g., Health Care Plan – Premiums vs Claims. As needed, presents data to the County Legislature during open Legislative meetings.**

CBIZ will provide monthly reporting of plan financial performance. CBIZ will provide an integrated utilization report annually including a comprehensive review, projections and modeling.

CBIZ is very comfortable presenting claims and utilization reporting at appropriate detail levels to legislature, committees, and boards, as this is often part of our client engagements with municipalities.

**4.12 Consultation: Provide upon request, consultation, and guidance to the county and individual benefit participants with respect to all Benefit Plans including, but not limited to: Health, Dental, Term Life, AD&D, LTD, EAP, Cafeteria Plan (Section 125), Whole Life, and Long-Term Care, etc.**

This is provided within our standard scope of services.

**4.13 The Successful Respondent will provide consultation and guidance with respect to Governmental mandates such as COBRA, HIPAA, etc., as well as assist with and provide communications with COBRA administration vendor and Section 125 administration vendor.**

As outlined in Section 4.9, CBIZ has a full staff of Regulatory Affairs personnel that provides guidance with all Governmental mandates, including COBRA, HIPAA, etc. The service team will also assist in ongoing communications with any COBRA and Section 125 vendors on behalf of the County.

**4.14 The Successful Respondent will provide backup persons that are knowledgeable about Jackson County's Associate Benefits programs.**

CBIZ confirms there will be backup personnel available for the County on an ongoing basis, capable of engaging with the County as needed.

**4.15 Communication: advise and assist Human Resources with required benefit plan communications to associates, e.g., SPD and Certificate of Coverage, etc. annually, during benefits enrollment and as regulatory changes occur. Assist with providing summary of benefits and other written communications to distribute to all associates during open enrollment processes.**

As mentioned in Question 4.9, our Annual Compliance Checklist reviews all benefits-related notice distribution requirements.

In our routinely scheduled Compliance Meeting with the County, we will summarize the notices that a non-ERISA plan like the County is required to share with employees, take stock of the current distribution processes in place, and make recommendations for any outstanding documents that need to be distributed to employees – both during open enrollment and throughout the year. We will work with HR to ensure documents are distributed in the most streamlined manner possible, while maintaining compliance with both paper and electronic distribution rules as delineated by the Department of Labor.

**4.16 The Successful Respondent will assist the county in developing and implementing a comprehensive benefit plan communication infrastructure utilizing existing and emerging technologies encompassing communication between the County and vendors, the County and associates, and associate self-service.**

Communication resources have become increasingly important in an age of expanding technology and information overload. It takes more than a printed benefits guide to spur employees to make informed benefits decisions. CBIZ utilizes industry-leading best practices and technology resources to track user engagement. This allows us to determine the best strategy for marketing benefits to your employee population.

Our national communication practice was formed to consult with clients and ensure your communication strategy is aligned with your organizational goals. While many of our competitors outsource their communications, we continue to invest in in-house resources to make these more accessible for our clients.

Developing an employee benefits plan is only the beginning. Successful rollouts require communicating to all employees in a way that clearly defines the responsibilities, deadlines and costs. Issues of geographic reach, language barriers and diverse employee population require consistent and comprehensive messaging. Your CBIZ team will be there to guide you every step of the way.

To secure an optimal return on your benefits investment, CBIZ offers a range of communication channels to distribute benefits messaging including paper, mobile, online and social media options at no additional charge.

See response to Section 4.8 for more detail of these communication capabilities.

**4.17 Claim Mediation: Provide liaison services between the Human Resources Department Benefits Administrator point of contact and benefits contractors, including coordination or reporting and assistance resolving claims.**

CBIZ is adept at working through claims issues to ensure the contracted benefits are fully resolved on behalf of the County, its employees and their families. This is provided within our standard scope of services. All CBIZ Account Team members are trained and regularly advocate for our clients when claims issues arise. CBIZ will ensure HIPAA authorizations are in place when necessary.

**4.18 The Successful Respondent will assist with resolution of specific claims and/or issues, including but not limited to bill reconciliation, as needed and/or when requested by the County and/or individual plan members.**

Our CBIZ service team is available and ready to assist with these issues as necessary. Our client engagements see us advocate for our clients and their employees to help resolve claim or provider service issues, as well as billing concerns – whether they be monthly premium invoices paid by the client or a claim billing issue that needs additional intervention on behalf of an employee or their family.

**4.19 Reporting: Prepare and forward Federal regulatory information to Jackson County for review on a quarterly or annual basis, including data necessary for IRS Form 5500's as the County's Section 125 medical reimbursement plan exceeds 100 participants.**

Our scope of services includes preparation and facilitation of annual reporting requirements including but not limited to 5500 preparation, Form 720 reporting, and other regulatory notices and filings.

We understand that a large government entity like Jackson County will have substantial needs related to compliance. Utilizing experience, expertise and the tools described herein, we will provide you outstanding support for compliance. We provide both monthly communications and ad-hoc memoranda drafted by our Regulatory Affairs group to keep you in the know about all of the compliance and legislation changes that directly affect you. Commonly for clients similar to Jackson County, we have a standing monthly conference call to review pending or enacted legislation. Doing so allows us to adjust policies, procedures and workflows in a timely manner.

**4.20 The Successful Respondent must agree to work collaboratively with any other consultants, brokers, or consulting firms and/or legal firms the County has contracted with for consulting and/or legal services.**

CBIZ will always work collaboratively with other partners on behalf of the County, as directed.

**4.21 The Successful Respondent will assist the County in maintaining/securing a Wellness Program. The Wellness Program consists of a Wellness Coach, wellness activities/programs, incentives, and monthly meetings. The Respondent must also provide a representative to attend each monthly meeting.**

CBIZ believes wellbeing is integral to cultivating a healthier workforce. Positive behavioral changes lead to more productive employees and help companies manage health care costs. Our CBIZ Engagement & Wellbeing team uses an integrated approach that moves beyond the measurement of physical wellness to include a holistic wellbeing strategy of social, physical, financial, career and community health.

Our engagement & wellbeing consultants partner with you to assess what you need to create and maintain a dynamic culture through your wellbeing program. Our customized solutions include a variety of data-driven

assessments and analysis, evidence-based interventions, practical tools and empirical measurement to deliver results. Our wellbeing consultant will attend all wellbeing meetings.

Your CBIZ wellbeing specialists will develop metrics using actionable data to measure awareness, engagement and participation and employee satisfaction in all wellbeing initiatives.

Our wellbeing team represents the ongoing growth for more than 20 years of working with some of the most innovative and forward-thinking minds in the health-improvement arena. We're proud to be a wellbeing solutions partner and advocate for thousands looking to create a thriving workplace culture and improve employee engagement.

**4.22 The Successful Respondent will develop and/or assist in developing and evaluating associate needs and satisfaction surveys as requested.**

CBIZ can conduct a variety of surveys if requested. Our most common surveys solicit employee feedback on current benefit options, satisfaction with carrier customer service, likelihood they may purchase an option if it were available, and the success of wellness programs. If Jackson County would like to conduct a survey, CBIZ will provide guidance on constructing and administering it to employees. We also have third party resources we may use should it be beneficial for a survey to come directly from CBIZ to your employees.

**4.23 The Successful Respondent will provide such other services as requested by the County for which the broker has the technical capability and capacity to render.**

As an extension to your HR Department, CBIZ is happy to assist with a variety of service needs. We believe it is more important than ever to select a consultant with a broad range of expertise in benefits, retirement, recruiting, compensation, wellbeing, insurance, accounting, tax, HR and more. CBIZ has a team of experts in all of these areas ready to assist the County and can work with any vendors with which the County partners.

**4.24 Jackson County may do business with MARCIT, Missouri Consolidated, or become Self-Insured and will not entertain a proposal, through a Broker, from MARCIT, Missouri Consolidated, or Self-Insurance. Jackson County prefers to deal directly with MARCIT, Missouri Consolidated, or Self-Insurance.**

Noted – CBIZ fully supports this request. CBIZ will work with all vendors in place or identified as preferred by the County.

**4.25 The Successful Respondent would engage in a consulting contract or monthly retainer basis, not a broker contract.**

Noted – consulting fees are included.

**4.26 The Consultant will ensure any healthcare plan will incorporate County-Owned TMC Hospital Network and TMC Advantage Plan.**

Noted – CBIZ fully supports this request.

**4.27 The Successful Respondent will assist and direct County in process to move from partially funded to fully funded health plan.**

As mentioned in Question 4.10, CBIZ has the team, tools, and resources to help the County evaluate and implement all funding options. As Jackson County evaluates its current Cost Plus arrangement with BlueKC, it will be critical to have a Consultant with a strong actuarial department, pharmacy practice, and stop loss partnership. CBIZ has recently assisted Kansas City Public Schools and Kansas City Kansas Public Schools transition from a Cost Plus funding arrangement to a self-funded arrangement.

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# SCOPE OF SERVICES

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## INNOVATIVE EMPLOYEE BENEFITS SOLUTIONS

Leading the employee benefits industry to protect your employee investment today and in the future.

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## PLAN MANAGEMENT AND RENEWALS

Monitor management and renewals with 3-year strategies, timelines, benchmarking and key milestones.



Financial overview and monthly claims review



3-year strategic plan and annual timeline Renewal strategy



Annual performance review



Customized dashboards



Carrier and vendor evaluation and implementation



Day to day service support

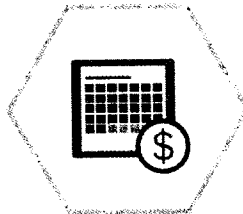
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## FINANCIAL MANAGEMENT AND ACTUARIAL SERVICES

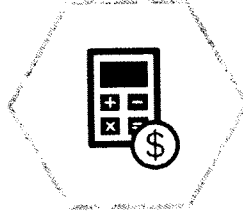
Assess factors driving plan costs using financial projections and claims analysis.



Benchmarking & Data Analytics



Monthly financial reporting



Employee contribution strategies and calculations



Funding projections and modeling capabilities

# SCOPE OF SERVICES

## COMPLIANCE AND REGULATORY AFFAIRS

Stay compliant with expert benefits, payroll, finance, tax, and regulatory assistance.



In-house regulatory affairs attorney and staff



Monitor and communicate on relevant state and federal legislation



Consistent compliance and Health Care Reform education materials



Enrollment and administration compliance support

## COMMUNICATION AND EDUCATION

Improve employee understanding by providing consistent benefits messaging throughout the year.



Creation of strategic custom communications plan



Coordination of enrollment resources



Ongoing creation of communication deliverables



Vendor and technology support

## WELLBEING SOLUTIONS

Engage employees and impact benefits costs with data-driven wellbeing initiatives.

- Wellbeing communication and engagement strategy
- Ongoing tactical recommendations
- Data utilization tools and benchmarking
- Monitor and measure results

## PHARMACY BENEFIT PLAN MANAGEMENT

Tackle rising pharmacy costs with modeling and plan analysis.

- Pharmacy Benefit Management procurement and marketing
- Financial and clinical pharmacy guidance
- Rx claims monitoring



**ADDENDUM B  
FEE FOR SERVICES**

Employer agrees to name CBIZ as the broker of record for the lines of coverage in its employee benefits program. The parties acknowledge and agree that the compensation received by CBIZ for the services provided hereunder through December 31, 2022, will be the current compensation arrangement in place as of the effective date of the Agreement. CBIZ agrees that it will not receive any additional compensation for 2022 that is not in the current arrangement.

At the end of 2022, CBIZ will disclose to Employer the total amount of compensation received by CBIZ through December 31, 2022. For the period of January 1 through June 30, 2023, Employer agrees to pay CBIZ a fixed fee in equal monthly payments of Seven Thousand Five Hundred Dollars (\$7,500.00). CBIZ agrees it will not receive any additional compensation that is outside the fee. Thereafter, the parties shall have the mutual option of renewing this Agreement for one additional one-year term, at the same monthly fee of Seven Thousand Five Hundred Dollars (\$7,500.00).

General Disclosure for All Clients

CBIZ has been and will continue to be committed to acting in our clients' best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies or third party vendors, in connection with the insurance related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the clients and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.

Notwithstanding the foregoing, the parties agree that the policies in Employer's benefit program will not be included in the calculations for any additional compensation or consideration CBIZ may receive from the insurance companies or third party vendors as stated above in this General Disclosure. CBIZ will not receive any additional compensation based on Employer's policies and plans.

## ADDENDUM C



### BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") is made by and between Jackson County, Missouri Health Plan ("Covered Entity") and CBIZ Benefits & Insurance Services, Inc. ("Business Associate").

#### RECITALS:

A. Business Associate provides certain services to Covered Entity, and such business relationship may be governed by one or more separate agreements. Such agreement or agreements are collectively referred to herein as the "Agreement."

B. To carry out its obligations under the Agreement, Business Associate may create or receive from or on behalf of Covered Entity Individually Identifiable Health Information, as such term is defined in 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rule").

C. The Privacy Rule and 45 C.F.R. Parts 160 and 164, Subparts A and C (the "Security Rule") obligate Covered Entity to enter into a contract with Business Associate to ensure that Business Associate appropriately safeguards such information.

D. Covered Entity and Business Associate desire to make this BAA in order to enable Covered Entity to satisfy its obligations under the Privacy Rule and Security Rule.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### I. DEFINITIONS

1.1 "Breach" shall have the same meaning as the term "breach" in 42 U.S.C. § 17932 and 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule").

1.2 "Data Aggregation" shall have the same meaning as the term "data aggregation" in the Privacy Rule.

1.3 "Designated Record Set" shall have the same meaning as the term "designated record set" in the Privacy Rule.

1.4 "Discovery" shall have the same meaning as the term "discovery" in 45 C.F.R. § 164.410(a)(2).

1.5 "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in the Security Rule.

1.6 "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto.

1.7 "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act and regulations promulgated pursuant thereto.

1.8 "Individual" shall have the same meaning as the term "individual" in the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.

1.9 "Protected Health Information" shall have the same meaning as the term "protected health information" in the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.10 "Required by Law" shall have the same meaning as the term "required by law" in the Privacy Rule.

1.11 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS").

1.12 "Security Incident" shall have the same meaning as the term "security incident" in the Security Rule.

1.13 "Transaction" shall have the same meaning as the term "transaction" in 45 C.F.R. Parts 160 and 162 (the "Transactions Rule").

1.14 “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in the Breach Notification Rule.

## II.

### OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Confidentiality. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law.

2.2 Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this BAA.

2.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.

2.4 Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and/or any potential Security Incident.

2.5 Agents and Subcontractors. Business Associate agrees to ensure, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), that any agents, including without limitation subcontractors, that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to restrictions, requirements and conditions substantially similar to those that apply to Business Associate with respect to such information.

2.6 Access and Amendment. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity. In the event an Individual requests such access or amendment directly from Business Associate, Business Associate shall, in its sole discretion, either provide the requested access or make the requested amendment or promptly forward such request to Covered Entity. Any denials of requests by Individuals for access or amendment shall be the responsibility of Covered Entity.

2.7 Performing Obligations of Covered Entity. To the extent that Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

2.8 Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity’s and/or Business Associate’s compliance with the Privacy Rule. If the Secretary requests such access, Business Associate shall promptly notify Covered Entity and shall consult and cooperate with Covered Entity concerning the proper response to such request. Notwithstanding the foregoing, nothing in this Section shall be deemed to require Business Associate to waive the attorney-client, accountant-client, or other legal privilege, and nothing in this Section shall impose upon Covered Entity any obligation to review Business Associate’s practices, books or records.

2.9 Accounting. Business Associate agrees to document its disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Covered Entity, in a time and manner reasonably designated by Covered Entity, information collected in accordance with this Section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event an Individual requests an accounting of disclosures of Protected Health Information directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity. It shall be Covered Entity’s responsibility to prepare and deliver, or cause to be prepared and delivered, any such accounting requested.

2.10 Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of Protected Health Information which Business Associate believes is Required by Law. Business Associate shall provide Covered Entity with a copy of such request and shall consult and cooperate with Covered Entity concerning the proper response to such request.

2.11 Electronic Protected Health Information. With regard to Protected Health Information which is Electronic Protected Health Information (as defined in the Security Rule), Business Associate shall: (i) comply with the applicable requirements of the Security Rule, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of such information; (ii) in accordance with 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirement of the Security Rule by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.314; and (iii) report to Covered Entity any Security Incident of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Business Associate's obligations under this Section are in addition to its other obligations set forth in Section 2 of this BAA.

2.12 Standard Transactions. To the extent that, under the Agreement, Business Associate conducts on behalf of Covered Entity all or part of a Transaction, Business Associate shall comply with, and shall cause any of its agents or subcontractors to comply with, the Transactions Rule.

2.13 HITECH Act. Business Associate and Covered Entity agree that to the extent not incorporated or referenced in this BAA, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this BAA as if set forth in this BAA in their entirety and are effective as of the applicable date for each such requirement on which HHS will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on such applicable date of each such requirement.

### III. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE

3.1 Use or Disclosure to Provide Services Under the Agreement. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2 Use or Disclosure for Business Associate's Management and Administration. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information for its proper management and administration or to carry out its legal responsibilities. Except as otherwise limited in this BAA, Business Associate may disclose Protected Health Information for its proper management and administration, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-Identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree such de-identified data is not subject to the terms of this BAA.

3.5 Violations of Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). To the extent permitted by law, Business Associate shall promptly notify Covered Entity in the event that Business Associate makes such a report.

3.6 Minimum Necessary Uses, Disclosures and Requests. Subject to the exceptions described in 45 C.F.R. §164.502(b)(2), Business Associate must make reasonable efforts to limit Protected Health Information to the minimum necessary to accomplish the intended purpose of a use, disclosure or request otherwise permitted by this BAA, as required by the Privacy Rule.

#### IV.

#### RESPONSIBILITIES OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Covered Entity represents and warrants that its notice of privacy practices complies with applicable requirements of the Privacy Rule and/or Security Rule.

4.2 Change or Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Permissible Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under this BAA.

#### V.

#### TERM AND TERMINATION

5.1 Term. The term of this BAA shall be effective as of the date first written above and shall expire when all of the Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 5.3 of this BAA.

5.2 Termination. Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity may undertake any of the following: (i) provide an opportunity for Business Associate to cure the breach subject to the right of Covered Entity to terminate, without penalty, this BAA and the Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days of receiving notice of such breach or violation from Covered Entity; or (ii) if Covered Entity reasonably determines that neither termination nor cure are feasible, Covered Entity may report the violation to the Secretary.

5.3 Return or Destruction of Protected Health Information Upon Termination.

(a) Except as provided in (b) below, upon termination for any reason of this BAA, Business Associate shall return or destroy all Protected Health Information, including such information in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event Business Associate determines that returning or destroying such Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall then extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(c) For purposes of this Section 5.3, "infeasible" includes but is not limited to circumstances in which further use or disclosure of Protected Health Information is or may be Required by Law or otherwise necessary for Business Associate's proper management and administration.

#### VI.

#### MODIFICATIONS TO COMPLY WITH STANDARDS

In the event that additional standards are promulgated under HIPAA or any existing standards are amended, including without limitation the Privacy Rule, the Security Rule, and/or the HITECH Act, the parties agree to enter into a mutually acceptable amendment to this BAA to enable the parties to satisfy their obligations under such additional or amended standard(s).

VII.  
MISCELLANEOUS

7.1 Regulatory References. A reference in this BAA to a section in the Privacy Rule, the Security Rule or any other standard promulgated under HIPAA or the HITECH Act means the section as in effect or as amended.

7.2 Survival. Any provision of this BAA which by its terms imposes an obligation after termination of this BAA shall survive the termination of this BAA and shall continue to be binding on the parties.

7.3 Injunctive Relief. Business Associate understands and acknowledges that any use or disclosure of Protected Health Information in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further use or disclosure and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

7.4 Interpretation; Entire Agreement; Amendment. The headings of sections in this BAA are for reference only and shall not affect the meaning of this BAA. Any ambiguity in this BAA shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and/or the HITECH Act. With respect to the subject matter of this BAA, this BAA supersedes all previous contracts by and between the parties and, together with the Agreement, constitutes the entire agreement between the parties. In the event that a provision of this BAA conflicts with a provision of the Agreement, the provision of this BAA shall control; provided, however, that to the extent that any provision within the Agreement imposes more stringent requirements than that required in the BAA, the parties agree to adhere to the terms of the Agreement. Otherwise, this BAA shall be construed under, and in accordance with, the terms of the Agreement. This BAA may be amended only by written agreement between the parties.

7.5 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

7.6 General Terms. It is expressly agreed that the Business Associate is an independent contractor, not an employee or agent, of the Covered Entity. This BAA shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of Missouri, specifically and exclusively in the state or federal courts in Jackson County, over any dispute or proceeding arising out of this BAA and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this BAA hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Unless otherwise prohibited by law or applicable professional standard each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising out of this BAA or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this BAA, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ, Inc. or any of its subsidiaries and any of their respective personnel, current or former.

7.7 Limitation on Damages. Business Associate and its personnel shall not be liable to the Covered Entity for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, but not limited to attorneys' fees) in any way arising out of this BAA in any amount greater than the total amount of the fees paid by the Covered Entity and/or commissions received by Business Associate in the twelve (12) month period immediately preceding the incident giving rise to the such claims, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of Business Associate.



June 7, 2022

CBIZ is not a certified MBE/WBE, however we are very supportive of diversity and inclusion initiatives and have partnered with many MBE/WBE's.

### **CBIZ Workforce Diversity**

As an organization we emphasize creating equality and diversity in the workplace. At CBIZ, we recognize that diversity is not just a short-term trend, but a journey. Diversity at CBIZ is our commitment to creating an environment that welcomes, values, respects, leverages and develops our individual differences and similarities.

### **Equal Employment Opportunity**

CBIZ is an equal opportunity employer and does not discriminate in hiring or employment in accordance with the requirements of all applicable state and federal laws, including race, color, religion, national origin, ancestry, age, gender, marital status, military status, veteran status, sexual orientation, gender identity, disability status, or medical condition.

### **CBIZ Women's Advantage - Celebrating the uniqueness of the woman business professional**

We fully support the advancement of women and minorities through our various internal programs, such as CBIZ's Women's Advantage. As part of our efforts, we provide annual opportunities for education and training for all employees in this area. CBIZ Women's Advantage (CWA) is an internal initiative focused on the development of our women professionals through focused leadership, mentoring, networking and professional development programs. Through our executive outreach programs we also provide women decision makers access to a network of highly skilled, seasoned, professional women to assist their every business need. We are "CBIZ Women Helping Women Succeed in Business."

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) sets the terms and understanding between the Black Chamber of Commerce of Greater Kansas City, Inc., a 501(c) (3) nonprofit Missouri corporation (“Black Chamber”), and CBIZ, Inc., (subsidiaries CBIZ Benefits & Insurance Services, Inc. and CBIZ Accounting, Tax & Advisory of Kansas City, LLC) (“Provider) related to the Provider’s participation in the Black Chamber’s Stronger Together KC program (“STKC”). Collectively, the Black Chamber and CBIZ, will be referred to as “Parties.”

### **Background**

The Black Chamber of Commerce recognizes the need for Black-owned businesses to have access to capital and advanced technical and professional assistance. The Black Chamber of Commerce has developed the STKC program to assist Black-owned businesses in the greater Kansas City area by giving them opportunities to access capital and advanced technical assistance in an effort to address systemic racism and financial disparities in America, and more specifically, Kansas City, Missouri. Under the STKC program, the Black Chamber is collaborating with key stakeholders as partners to assist Black owned businesses with access to capital, advanced technical assistance, and business opportunities. CBIZ is a key stakeholder partner in the STKC program.

The terms of this key stakeholder partnership are as follows:

1. Provider will participate in the Black Chamber’s STKC program by donating advanced technical assistance in the following areas to Black-owned businesses selected by the Black Chamber: educating participants regarding employee health benefit and insurance options; insuring against business risks; educating participants about advanced accounting and tax requirements; and investment planning solutions.
2. Provider will donate advanced technical assistance to up to twenty-four companies selected by the Black Chamber annually. Provider will not charge participants or the Black Chamber a fee for advanced technical assistance in the areas noted above.
3. Provider will assign at least one company representative to each STKC participant for the purpose of building a relationship, checking in for questions, and the participants’ understanding of the educational programs designed for STKC and sponsored by Provider.
4. Provider will jointly promote its participation in the STKC program with the Black Chamber.
5. Provider will communicate with the Black Chamber regarding concerns related to participants. Provider will solicit data from participants as directed by the Black Chamber and provide said data to the Black Chamber.



- 6. Provider will execute a Confidentiality and Non-Disclosure Agreement with the Black Chamber.

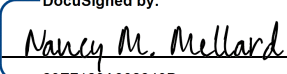
The Parties can modify this Agreement at any time by mutual consent. This MOU shall become effective upon signature by the Parties and will remain in effect until modified or terminated in writing at any time by the Black Chamber or by Provider.

**Contact Information**

Black Chamber of Commerce of Greater Kansas City, Inc.  
Kelvin Perry, Board President  
5737 Swope Parkway  
Kansas City, MO 64130  
[kwperry@bccgkc.org](mailto:kwperry@bccgkc.org)

CBIZ  
Carolyn Watley, Vice President  
700 W. 47<sup>th</sup> Street, Suite 1100  
Kansas City, MO 64112  
[cwatley@cbiz.com](mailto:cwatley@cbiz.com)

\_\_\_\_\_ Date: \_\_\_\_\_  
Black Chamber of Commerce of Greater Kansas City, Inc.  
By: Kelvin W. Perry

DocuSigned by:  
  
\_\_\_\_\_ Date: October 26, 2021  
CBIZ 20E7129A902840D...  
By: Nancy M. Mellard, Executive Vice President

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Counselor to execute a Fifth Addendum to the Legal Services Agreement with Seyferth, Blumenthal & Harris, LLP, of Kansas City, MO, at an actual cost to the County not to exceed \$356,500.00, for services to be performed through December 31, 2022.

**RESOLUTION NO. 20999**, June 21, 2022

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, pursuant to Resolution 20153, dated April 29, 2019, the County Counselor executed a Legal Services Agreement with the law firm of Seyferth, Blumenthal & Harris, LLP, of Kansas City, MO, to provide specialized legal services in connection with the defense of a pending employment discrimination claim; and,

WHEREAS, subsequent addenda have brought the total authorization under this contract up to the amount of \$369,050.00; and,


WHEREAS, the County Counselor recommends that he be authorized to execute a Fifth Addendum to the Legal Services Agreement to provide for additional compensation to be payable to the firm in the additional amount of \$356,500.00; now therefore,

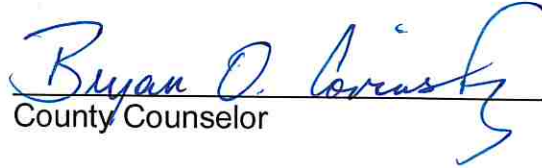
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Counselor be and hereby is authorized to execute a Fifth Addendum to the Legal Services Agreement with Seyferth, Blumenthal & Harris, LLP, of Kansas City, MO, for services to be performed through December 31, 2022, at an actual cost to the County not to exceed \$356,500.00 in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment, on the Addendum.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20999 of June 21, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 1101 56020  
ACCOUNT TITLE: General Fund  
County Counselors  
Legal Services  
NOT TO EXCEED: \$356,500.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Resolution No.: 20999  
Sponsor: Charlie Franklin  
Date: June 21, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20999
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	6/21/2022

Introduction
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
A RESOLUTION authorizing the County Counselor to execute a Fifth Addendum to the Legal Services Agreement with Seyferth, Blumenthal & Harris, LLP, of Kansas City, MO, at an actual cost to the County not to exceed \$356,500.00, for services to be performed through December 31, 2022.

Request Summary
The County Counselor recommends that he be authorized to execute a Fifth Addendum to the Legal Services Agreement to provide for additional compensation to be payable to Seyferth, Blumenthal & Harris, LLP, in the additional amount of \$356,500.00. This law firm submitted a response in 2017 to a solicitation conducted by the County Counselor's Office and has been handling this case for the office since 2019.

Contact Information			
<b>Department:</b>	County Counselor	<b>Submitted Date:</b>	6/14/2022
<b>Name:</b>	Elizabeth Freeland	<b>Email:</b>	EFreeland@jacksongov.org
<b>Title:</b>	Litigation Paralegal	<b>Phone:</b>	816-881-3352

Budget Information			
Amount authorized by this legislation this fiscal year:	\$356,500		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$356,500		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1101 (County Counselor)	56020 (Legal Services)	\$356,500

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20855	January 24, 2022
20153	April 29, 2019

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: NOT REVIEWED FOR GOALS	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> <li>There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.</li> </ul>	

## Request for Legislative Action

History

## Request for Legislative Action

Submitted by County Counselor requestor: Elizabeth Freeland on 6/14/2022. Comments: Please rush. This is for the 6-21 agenda. Thx!

Approved by Department Approver Jay D. Haden on 6/14/2022 4:07:08 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 6/14/2022 4:17:33 PM. Comments: We are spending money - is there a Chapter 10 justification?

Submitted by Requestor Elizabeth Freeland on 6/15/2022 8:22:08 AM. Comments:

Approved by Department Approver Jay D. Haden on 6/15/2022 8:27:36 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/15/2022 9:18:49 AM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 6/15/2022 10:34:11 AM. Comments: If this award is the fourth addendum to the Caster matter, then it is not made under RFQ 29-19. This case predates that contract and was not bid. None of the prior awards have referenced RFQ 29-19. If this is a new case and will be awarded under RFQ 29-19, then Seyferth, Blumenthal & Harris must submit a Contractor's Utilization Plan or Good Faith Effort to the CRO as goals are assigned.

Submitted by Requestor Elizabeth Freeland on 6/16/2022 11:21:44 AM. Comments:

Approved by Department Approver Jay D. Haden on 6/16/2022 11:35:24 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/16/2022 11:41:51 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 6/16/2022 11:57:01 AM. Comments: Not reviewed for goals. KMB

Approved by Budget Office Approver Mark Lang on 6/16/2022 12:14:18 PM. Comments: The fiscal note has been attached.

Approved by Executive Office Approver Sylvia Stevenson on 6/16/2022 12:46:43 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 6/16/2022 12:54:42 PM. Comments:



