

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$50,000.00 from the undesignated fund balance of the 2020 Park Enterprise Fund and authorizing the Director of Finance and Purchasing to issue a check in the amount of \$50,000.00 for sponsorship of the "Chiefs Kingdom Championship Parade" for the Kansas City Chiefs, at an actual cost to the County in the amount of \$50,000.00.

ORDINANCE NO. 5314, February 10, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Greater Kansas City Sports Commission recently celebrated the Kansas City Chiefs' Super Bowl victory and Jackson County desires to sponsor the celebration event held in support of the team; and,

WHEREAS, the event included a parade down Grand Boulevard, and culminated with a Celebration Rally at Union Station; and,

WHEREAS, sponsorship of this event provided advertising of the Parks + Rec Department's programs and department name incorporation in social media, news releases, and logo on the rally's main stage; and,

WHEREAS, the fee for the sponsorship is \$50,000; and,

WHEREAS, an appropriation is necessary to place the funds needed to cover this fee in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the

following appropriation be made within the 2020 Park Enterprise Fund:

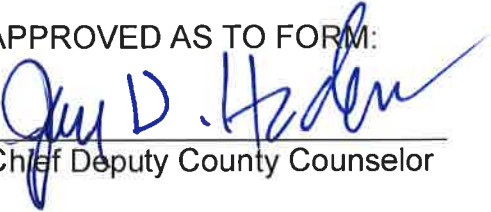
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund 003-9999	32810 – Undesignated Fund Balance	\$50,000	
003-1670 Special Events	56799 – Marketing		\$50,000

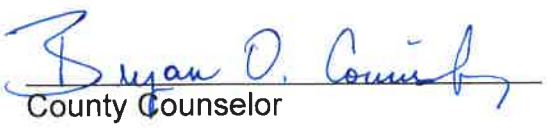
and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to issue a check in the amount of \$50,000.00 for sponsorship of the Chiefs Kingdom Championship Parade, made payable to the Greater Kansas City Sports Commission.

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, Ordinance No. 5314 introduced on February 10, 2020, was duly passed on _____, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5314.

Date

Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 003 9999
ACCOUNT TITLE: Park Fund
Undesignated Fund Balance
NOT TO EXCEED: \$50,000.00

2/16/2020
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5314

Sponsor(s): Theresa Cass Galvin

Date: February 10, 2020

<p>SUBJECT</p> <p><i>ML</i></p>	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Appropriating \$50,000 from the undesignated fund balance of the Parks fund for purposes of the Chiefs Championship Parade.</p>													
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$50,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$50,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$50,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>From ACCT: 003-9999-32810</td> </tr> <tr> <td>From Undesignated Fund Balance of the Park Fund To Parks Special Events Marketing Fund</td> <td>To ACCT: 003-1670-6799</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$50,000	Amount previously authorized this fiscal year:	0	Total amount authorized after this legislative action:	\$50,000	Amount budgeted for this item * (including transfers):	\$50,000	Source of funding (name of fund) and account code number:	From ACCT: 003-9999-32810	From Undesignated Fund Balance of the Park Fund To Parks Special Events Marketing Fund	To ACCT: 003-1670-6799
Amount authorized by this legislation this fiscal year:	\$50,000													
Amount previously authorized this fiscal year:	0													
Total amount authorized after this legislative action:	\$50,000													
Amount budgeted for this item * (including transfers):	\$50,000													
Source of funding (name of fund) and account code number:	From ACCT: 003-9999-32810													
From Undesignated Fund Balance of the Park Fund To Parks Special Events Marketing Fund	To ACCT: 003-1670-6799													
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>													
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Ashley Burke, Executive Assistant, 816-881-3449</p>													
<p>REQUEST SUMMARY</p>	<p>Planning is underway by the Sports Commission for postseason Chiefs Celebration parade and event to honor the Kansas City Chiefs. The Chief's Superbowl Celebration will include a parade down Grand Boulevard honoring our own Kansas City Chiefs concluding with a Celebration Rally at Union Station.</p>													
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>													
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals</p> <p><input type="checkbox"/> WBE Goals</p> <p><input type="checkbox"/> VBE Goals</p>													
<p>ATTACHMENTS</p>														
<p>REVIEW</p>	<p>Department Director:</p> <p><i>Michael Newman</i></p>	<p>Date:</p> <p><i>2-4-20</i></p>												
	<p>Finance (Budget Approval):</p> <p><i>[Signature]</i></p>	<p>Date:</p> <p><i>2/4/2020</i></p>												
	<p>If applicable Division Manager:</p> <p><i>[Signature]</i></p>	<p>Date: <i>2/4/2020</i></p>												

County Counselor's Office: <i>Bryan County</i>	Date: <i>2/6/2020</i>
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Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
<i>32810</i>	<i>Undesignated Fund Balance</i>	<i>\$50,000</i>

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



WE BRING IT.
SportKC.org

INVOICE

February 3, 2020
Invoice #: 02032020SB

Jackson County Missouri
Attn: Troy Schulte
tschulte@jacksongov.org
mnewman@jacksongov.org

<u>Description</u>	<u>Amount Due</u>
• 2020 Chiefs Kingdom Champions Parade Sponsor	\$50,000
Total Due:	\$50,000

Payment is due upon receipt of this invoice. Payment can be made by check and delivered to GK CSC office or made via ACH at the following bank detail (Country Club Bank; Account Holder Greater Kansas City Sports Commission; Account Number 054664; Routing Number 101001306).

Checks should be made payable to:
Greater Kansas City Sports Commission
2600 Grand Blvd. Suite 100 (Mezz)
Kansas City, MO 64108

Thank you for your support!

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$3,291.00 from the undesignated fund balance of the 2020 Special Road and Bridge Fund in acceptance of payments for the repair of damage to a Public Works vehicle and for the replacement of a damaged street sign on Perdue Road.

ORDINANCE NO. 5315, February 10, 2020

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the County has received a payment from the Lee's Summit R-7 School District, representing the cost of a new road sign to replace a sign on Perdue Road damaged by a school district vehicle; and,

WHEREAS, the County has also received a payment from the Missouri Public Entity Risk Management Fund, representing the cost of repairs, less deductible, to a damaged vehicle operated by the Public Works Department; and,

WHEREAS, an appropriation is necessary to place the payment proceeds in the proper spending accounts so that the funds may be used toward the repair of the vehicle and replacement of the road sign; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made within the 2020 Special Road & Bridge Fund

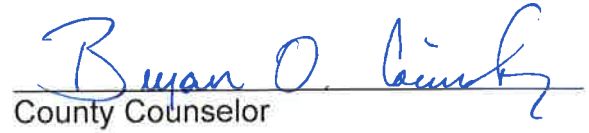
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road & Bridge Fund 004-9999	47040 – Reimb. Damage Claims	\$3,291	
004-9999	32810 – Undesignated Fund Balance		\$3,291
004-9999	32810 – Undesignated Fund Balance	\$3,291	
Road & Bridge Maintenance 004-1506	56530 – Maint & Repair Auto		\$3,136
Road & Bridge Maintenance 004-1506	56790 – Other Contractual Services		\$155

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, Ordinance No. 5315 introduced on February 10, 2020, was duly passed on _____, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5315.

Date

Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 004 9999
ACCOUNT TITLE: Special Road & Bridge
Reimbursement Damage Claims
NOT TO EXCEED: \$3,291.00

2/6/2020

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

FEB 3 '20 AM 11:36

Completed by County Counselor's Office:


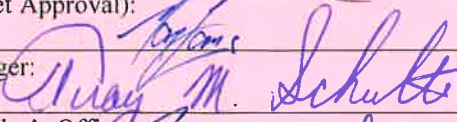
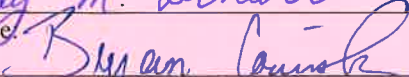
Res/Ord No.: 5315

Sponsor(s): Jalen Anderson

Date: February 10, 2020

JAN 30 2020

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Appropriating \$3,136.23 from the undesignated fund in acceptance of reimbursement proceeds from MOPERM, insurance provider for Jackson County for repair of damage caused by Jackson County employee of a vehicle used by the Public Works Department. Appropriating \$155.25, from the undesignated fund in acceptance of reimbursement proceeds from Reorganized School District No. 7 for road sign replacement that was damaged on Perdue by Lee's Summit R-7 School District.</p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="326 657 1458 1003"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$3,291.48</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>-0-</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$3,291.48</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$3,291.48</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM: Undesignated Fun 004-9999-47040</td> <td>FROM ACCT \$3,291.48</td> </tr> <tr> <td>TO: Maint. & Repair -Auto/Truck 004-1506-56530</td> <td>TO ACCT \$3,136.23</td> </tr> <tr> <td>TO: Other Contractual Services 004-1506-56790</td> <td>TO ACCT \$155.25</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use:</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$3,291.48	Amount previously authorized this fiscal year:	-0-	Total amount authorized after this legislative action:	\$3,291.48	Amount budgeted for this item * (including transfers):	\$3,291.48	Source of funding (name of fund) and account code number: FROM: Undesignated Fun 004-9999-47040	FROM ACCT \$3,291.48	TO: Maint. & Repair -Auto/Truck 004-1506-56530	TO ACCT \$3,136.23	TO: Other Contractual Services 004-1506-56790	TO ACCT \$155.25
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Total amount authorized after this legislative action:	\$3,291.48														
Amount budgeted for this item * (including transfers):	\$3,291.48														
Source of funding (name of fund) and account code number: FROM: Undesignated Fun 004-9999-47040	FROM ACCT \$3,291.48														
TO: Maint. & Repair -Auto/Truck 004-1506-56530	TO ACCT \$3,136.23														
TO: Other Contractual Services 004-1506-56790	TO ACCT \$155.25														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): James Evans, Road & Bridge Administrator, 847-7053</p>														
<p>REQUEST SUMMARY</p>	<p>Requesting \$3,136.23 to be transferred from 004-9999-47040, Increase Revenue, to account 004-1506-56530 Maintenance & Repair-Auto/Truck, in order to repair damage to vehicle number P-2149, a 2006 Ford Truck. Requesting \$155.25 to be transferred from 004-9999-47040, Increase Revenues, to account 004-1506-56790 Other Contractual Services, in order to replace road sign on Perdue Road.</p>														
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</p>														
<p>ATTACHMENTS</p>															

REVIEW	Department Director:		Date: 1.29.20
	Finance (Budget Approval): <i>If applicable</i>		Date: 1/30/2020
	Division Manager:		Date: 1/30/2020
	County Counselor's Office:		Date: 2/6/2020

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
004-9999-47040	Increase Revenues	\$3,291.48

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	PO NUMBER	DESCRIPTION
1/20 SIGN RPLCE	01/21/20	155.25		ROAD SIGN REPLACEMENT
<p>004-9999-47040 LSSD P10 Perdue 12/2/19</p>				
ENDOR #	001408	CHECK #	00295085	TOTAL 155.25

DETACH STUB BEFORE DEPOSITING

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND GREEN ARE PRESENT.



LEE'S SUMMIT SCHOOLS Learning for Life

BOARD OF EDUCATION

Reorganized School District No. 7 - Jackson County
301 NE Tudor Road - Lee's Summit, MO 64086-5702
(816) 986-1000

Central Bank of the Midwest
Lee's Summit, MO

80-548
1010

DATE	CHECK NO	AMOUNT
01/21/20	00295085	\$*****155.25

ONE Hundred FIFTY FIVE Dollars and TWENTY FIVE Cents

JACKSON COUNTY
GRANT AUDIT AND RISK MANAGEMENT
415 E 12TH ST RM105
KANSAS CITY MO 64106

Julie C. Doane
Board President
Wesley J. May
Treasurer

⑈00295085⑈ ⑆101201892⑆ ⑈1019090⑈



Missouri Public Entity Risk Management Fund

3425 Constitution Ct., 3rd Floor
P.O. Box 7110
Jefferson City, MO 65102-7110



Central Bank

P.O. Box 779
Jefferson City, Missouri 65102
80-63/865

27803
01/22/2020



PAY TO THE ORDER OF THREE THOUSAND ONE HUNDRED THIRTY-SIX AND 23 / 100

\$ 3,136.23

COUNTY OF JACKSON
415 E 12TH 2ND FLOOR
KANSAS CITY MO 64106

Void After 90 Days

DOLLARS

TWO SIGNATURES REQUIRED

Brandon A. Gibson
AUTHORIZED SIGNATURE

Security features. Details on back

MEMO Claim Payments

⑈027803⑈ ⑆086500634⑆ ⑈10 1799 3⑈

MOPERM

01/22/2020

27803

Claim Number	Claimant	Member Name	Description	Amount
AP19-0044866-1	COUNTY OF JACKSON	COUNTY OF JACKSON	2006 FORD TRUCK 1FDAF57P06EA47409	\$4,136.23
AP19-0044866-1	COUNTY OF JACKSON	COUNTY OF JACKSON	Deductible Applied	-\$1,000.00
Total				\$3,136.23

004-9999-47040
MOPERM Pw 12/16/20



IN THE COUNTY LEGISLATURE OF JACKSON, MISSOURI

AN ORDINANCE repealing section 285. and schedules I through VI to chapter 2, Jackson County Code, 1984, relating to County associates not within the merit system and enacting, in lieu thereof, one new section and one new schedule relating to the same subject.

ORDINANCE NO. 5316, February 10, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, by Resolution 20104, dated March 11, 2019, the Legislature did award a contract to Evergreen Solution, LLC, of Tallahassee, FL, to perform a compensation study relating to all County associates, and,

WHEREAS, Evergreen has completed the study, which makes recommendations regarding new salary ranges for all County positions and the proper placement of all County associates within those ranges; and,

WHEREAS, by Resolution 20376, dated February 10, 2020, the Legislature will consider the adoption of and implementation of Evergreen's recommendations in the study; and,

WHEREAS, Evergreen's recommendations regarding the salary ranges for County associates not within the merit system must be adopted by an ordinance revising certain provisions of chapter 2 of the County Code; and,

WHEREAS, it is in the best interests of the health, welfare, and safety of the citizens of Jackson County that the County Code be revised to allow for the adoption and implementation for Evergreen's recommendations; now therefore,

BE IT ORDAINED, by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause.

Section 285. and schedules I through VI to chapter 2, Jackson County Code, 1984, are hereby repealed and one new section and schedule enacted in lieu thereof, to be known as section 285. and schedule I, to read as follows:

285. Employees Not Within The Merit System.

The salary ranges for compensation of County employees not within the Merit System are hereby adopted as set forth in Schedule[s] I [through VI], appended to the chapter.

285.1 Authority To Set Specific Salaries Within Ranges.

The County Legislature, by majority vote of its members, the County Executive, the Prosecuting Attorney, the Sheriff, the County Counselor, and the Commission on Human Relations and Citizens Complaints shall have the authority to set salaries for employees not within the Merit System on their respective staffs within the salary ranges set out by ordinance. For the purposes of this subsection, the staff of the County Legislature shall include the Legislature's immediate staff as


well as all employees not within the Merit System in the offices of the Clerk of the County Legislature, County Auditor, Compliance Review Officer, and all other County employees not within the Merit System not expressly described herein. For the purposes of this subsection, the staff of the County Executive shall include the Executive's immediate staff, as well as staffs of the Medical Examiner and Public Administrator and all employees not within the Merit System in the Jackson County Divisions of [Financial Services, Operations, and Intergovernmental Relations and Communications] Operations and Public Safety, Internal Services and Taxation, and External Relations and Economic Development.

a. County Legislators shall determine salary ranges for their aides within each legislator's annual budget. The setting of salaries for legislative aides will be within the sole discretion of each legislator within each legislator's budgetary constraints.

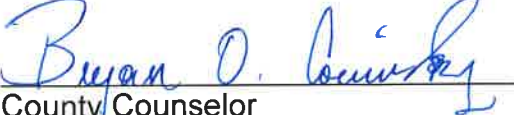
b. In the event the County conducts a classification and compensation study, or any similar comparative wage analysis, and implements the study's findings, in part or in whole, the salary range for any non-merit position(s) studied shall be modified by the Director of Human Resources to reflect the findings of the study. However, in no event will a non-merit employee's compensation be reduced due to the provisions of this subsection.

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, Ordinance No. 5316 introduced on February 10, 2020, was duly passed on _____, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absents _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5316.

Date

Frank White, Jr., County Executive

Schedule 1

NON-MERIT CLASSIFICATION TITLE	GRADE	2020 MINIMUM SALARY	2020 MAXIMUM SALARY
Executive Assistant	170	36,585	56,706
Audit Assistant	180	38,414	59,541
Legislative Aide	180	38,414	59,541
Compliance Review Officer	200	42,351	65,644
Deputy County Clerk	200	42,351	65,644
Assistant Auditor	210	44,469	68,927
Director of OHRCC	210	44,469	68,927
Investigator I	220	46,692	72,373
Assistant Auditor, Senior	230	49,027	75,992
Investigator II	240	51,478	79,791
County Counselor, Assistant	250	54,052	83,781
Chief Deputy Auditor	260	56,755	87,970
Chief Deputy Public Administrator	260	56,755	87,970
County Counselor, Deputy	270	59,592	92,368
Senior Assistant County Counselor	290	65,701	101,836
Chief Investigator	290	65,701	101,836
Deputy Medical Examiner	300	68,986	106,928
Deputy Department Director	300	68,986	106,928
Forensic Fellow	310	72,435	112,274
Director (Prosecutor Attorney)	340	83,853	129,972
Senior Deputy County Counselor	340	83,853	129,972
Clerk of the County Legislature	350	88,045	136,470
COMBAT Director	350	88,045	136,470
Department Director	350	88,045	136,470
Division Chief (Prosecuting Attorney)	350	88,045	136,470
Program Administrator (Prosecuting Attorney)	350	88,045	136,470
Public Administrator	350	88,045	136,470
Correctional Center Director	350	88,045	136,470
Chief Deputy County Counselor	360	92,447	157,161
Chief (County Executive)	360	92,447	157,161
Chief of Operations (Prosecuting Attorney)	360	92,447	157,161
Director of Public Works	360	92,447	157,161
Major	360	92,447	157,161
Prosecuting Attorney, Deputy	360	92,447	157,161
Chief Administrative Officer (County Executive)	370	102,617	174,448
Chief of Staff (County Executive)	370	102,617	174,448
County Auditor	370	102,617	174,448
County Counselor	370	102,617	174,448
Chief Deputy Medical Examiner	999	175,000	300,000
County Administrator	999	175,000	300,000

NON-MERIT CLASSIFICATION TITLE	GRADE	2020 MINIMUM SALARY	2020 MAXIMUM SALARY
County Medical Examiner	999	175,000	300,000
Deputy Medical Examiner	999	175,000	300,000

Per Article IX, Section 2 of the Jackson County Charter, notwithstanding the above list, all positions that are members of the staffs of the County Legislature or County Executive shall be considered non-merit positions.

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

~~Res~~/Ord No.: 5316

Sponsor(s): Theresa Cass Galvin

Date: February 10, 2020

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: An ordinance amending section 285 of the Jackson County Code and adopting a new schedule to chapter 2 of the code to implement the salary study performed by Evergreen Solutions, LLC. As it relates to non-merit county associates.</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>\$0</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:	\$0
Amount authorized by this legislation this fiscal year:	\$0										
Amount previously authorized this fiscal year:	0										
Total amount authorized after this legislative action:	\$0										
Amount budgeted for this item * (including transfers):	\$0										
Source of funding (name of fund) and account code number:	\$0										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): 20104, 3/11/19; 20376, 2/10/2020;</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Ashley Burke, Executive Assistant, 816-881-3449</p>										
<p>REQUEST SUMMARY</p>	<p>The Home Rule Charter of Jackson County, article II, section 16.15 states that the legislature shall set the salaries of county associates not within the merit system. The legislature has implemented this authority by the adoption of section 285 of the county code, which includes schedules that set out salary ranges for the county's non-merit associates. The full implementation of the Evergreen Associates salary study will require an amendment to section 285 and the adoption of a new salary schedule that reflects Evergreen's recommendations.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</p>										
<p>ATTACHMENTS</p>	<p>Solution Excel Sheet</p>										
<p>REVIEW</p>	<table border="1"> <tr> <td>Department Director: <i>Michelle Chusman</i></td> <td>Date: <i>2/6/2020</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>N/A</i></td> <td>Date: _____</td> </tr> <tr> <td>Division Manager: <i>Greg M. Schultz</i></td> <td>Date: <i>2-6-2020</i></td> </tr> </table>	Department Director: <i>Michelle Chusman</i>	Date: <i>2/6/2020</i>	Finance (Budget Approval): <i>N/A</i>	Date: _____	Division Manager: <i>Greg M. Schultz</i>	Date: <i>2-6-2020</i>				
Department Director: <i>Michelle Chusman</i>	Date: <i>2/6/2020</i>										
Finance (Budget Approval): <i>N/A</i>	Date: _____										
Division Manager: <i>Greg M. Schultz</i>	Date: <i>2-6-2020</i>										

County Counselor's Office:

Bryan County

Date:

2/6/2020

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Contract with the Jackson County Board of Services for the Developmentally Disabled to provide for partial funding of various programs of the Parks + Rec Department's Special Population Services Division.

RESOLUTION NO. 20369, February 10, 2020

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has applied to the Jackson County Board of Services for the Developmentally Disabled – EITAS, for funding assistance for the Department's Special Population Services Division for 2020; and,

WHEREAS, the Board has agreed to provide a maximum sum of \$234,200.00 pursuant to the attached Contract to assist the Division with its programming, which is based on how learned social, physical, athletic, and developmental skills transfer into the individual's every day and vocational life; and,

WHEREAS, execution of this Contract with the Board is in the best interest of the health, safety, and welfare of the citizens of the County; now therefore,

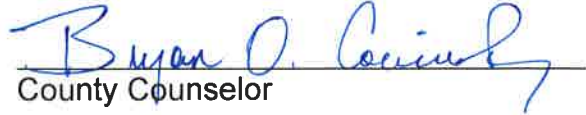
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Contract with the Jackson County Board of Services for the Developmentally Disabled.

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. 20369 of February 10, 2020, was duly passed on _____, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Jackson County Parks & Recreation - 2020

Contract

This Contract entered into this 1st day of January 2020, by and between Jackson County, in behalf of Jackson County Parks and Recreation's Special Population Services, hereinafter referred to as "Provider", and Developmental Disability Services of Jackson County – Eitas, hereinafter referred to as "Eitas".

1. **Contract**

Eitas agrees to contract with Provider to fund specific services as described in the Provider's Proposal dated August 27, 2019 and approved by the Eitas Board of Directors on November 20, 2019.

Eitas has agreed to fund up to \$234,200 for these services.

2. **Term**

The term of this Contract shall be one year from January 1, 2020 to December 31, 2020.

3. **Client List**

The Provider shall provide to Eitas a list of all clients served in its program (those with a developmental disability and those without) for the prior six months and for each and every client as much of the following available information will be provided:

- (a) Date of birth;
- (b) Address, Provider and Zip Code;
- (c) Disability of each client;
- (d) Name of Sheltered Workshop in which client is employed or is supervised by;
- (e) Name and type of Residence facility in which client resides or is supervised by;
- (f) Percentage of clients in program who are residents of Jackson County, Missouri, who have developmental disabilities

pursuant to 205.968 R.S.Mo. et seq., and who are served by a Sheltered Workshop or Residential facility program.

At least two-thirds (2/3) of all clients participating in this program must “Eligible Persons” and meets Eitas’ eligibility requirements as follows:

The term “Eligible Persons” for purposes of this Contract includes any person who is a resident of Jackson County, Missouri and has a primary diagnosis of a developmental disability.

For purposes of the preceding sentence, a developmental disability means either or both of:

- (i) A disability which is attributable to an intellectual disability, cerebral palsy, autism, epilepsy, a learning disability related to a brain dysfunction or a similar condition found by comprehensive evaluation to be closely related to such conditions or require habilitation similar to that required for a person with an intellectual disability which originated before age 22 and which can be expected to continue indefinitely; and
- (ii) A developmental disability as defined from time to time in Section 630.005 of the Statutes.

Persons with a primary diagnosis of a mental illness shall not be deemed eligible for Eitas funding.

Determination of who is a resident of Jackson County, Missouri shall, in situations in which there is doubt, and for all purposes of this Contract, be made by Eitas.

Both Provider and Eitas shall adhere to confidentiality standards and HIPAA regulations, pursuant to those governing the disclosure of client information as outlined by the Kansas City Regional Office concerning the release of specific client information.

4. Accountability

- (a) As part of its funding contingencies, Eitas requires Provider to implement an agency wide Outcomes Measurement System for Eligible Persons served based upon the Missouri Quality Outcomes.

The Provider shall work cooperatively with Eitas Support Services staff in the development, review, evaluation and reporting of these Outcomes.

Provider shall afford access to designated Eitas staff the premises where person are served, identified individuals, pertinent records and to the guardian or parent where indicated pursuant to the development, review, evaluation and reporting on successful implementation of the Outcomes Measurement System.

In addition, Provider is to ensure that all staff are trained in the Missouri Quality Outcomes and their significance in working with individuals in the workplace.

(b) In the event that Eitas representatives become aware of problems, or observe situations that are detrimental to Eitas funded persons, Eitas will provide a written report to Provider detailing the issues.

A written response including an action plan and persons responsible for resolution shall be presented to Eitas within an agreed upon timeframe. Failure to address problems and issues brought to the attention of Provider may result in withholding or suspension of Eitas funding.

(c) Provider will comply with all local, state, and federal law. Provider will not discriminate against any Eligible Person on the basis of age, sex, religion, race or ethnicity, disability, sexual orientation, or financial status.

Provider shall maintain in effect an affirmative action policy, a sexual harassment policy, and a drugs and alcohol policy that are acceptable to Eitas and, in the case of the drugs and alcohol policy, satisfies all applicable standards for such policies applicable to drivers established by any transit authority with jurisdiction over Provider.

Provider will not use or permit the use of Eitas owned facilities for religious purposes.

5. Contract Billing and Payment

(a) The Provider shall, within 15 days following the end of each month during the Term, deliver to Eitas an invoice for compensation due under this Contract for the preceding month.

Each invoice shall provide information about the Services provided under this Contract for the preceding month that is sufficient for Eitas to confirm the amount of compensation owed by Eitas to Provider each such month, and each such invoice shall be signed by appropriate official of Provider and shall be certified by Provider to Eitas as being true and correct.

(b) The Provider shall on the monthly invoice list the name, title, and responsibilities of each employee, the dates so employed, and the amounts paid to said employees.

The Provider also further agrees to submit to Eitas with its quarterly reports, an activity report which document the number of events/programs provided the total number of individuals attending each event/program, and the number of developmentally disabled residents of Jackson County attending each event/program under the Provider program.

6. Eitas Policies

The Provider shall abide by the philosophy and written policies adopted by Eitas that pertain to related services. Eitas shall provide to the Provider a copy of all such policies and at all times as Eitas adopts new written policies. Any proposed policy shall be mailed to the Provider in advance of Eitas meeting at which any new policies will be considered for adoption by Eitas.

7. Religious Use

Provider agrees that it will not directly or indirectly use any Eitas owned facility for religious purposes, nor will Provider use any funds from Eitas either directly or indirectly for religious purposes.

8. Sexual Harassment Policy

Provider shall have in place a sexual harassment policy and submit a copy of the same to Eitas. Such policy shall include verified on-going

training for all personnel relating to sexual harassment and adequate procedural safeguards to report a complaint by either staff or clients.

9. Health Insurance Portability and Accountability Policy

Provider, if required by law, shall comply with all requirements of the Health Insurance Portability and Accountability Act hereinafter referred to as "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA".

The parties further agree to timely enter into additional agreements or contracts as required by law to implement the requirements of "HIPAA". Provider shall submit to Eitas a copy of its policies regarding the same within thirty (30) days of the date any such policies are required by "HIPAA" law regulations.

10. Invoices

(a) Invoices for services rendered received 45 days or more after the month of service shall not be honored for payment unless approved by Eitas. All bills for services for calendar year 2019 must be submitted to Eitas by January 15, 2020.

(b) Eitas reserves the right to audit all invoices and to reject any invoice for good cause, including but not limited to the following reasons:

(i) The original invoice is not signed by the appropriate official of the Provider.

(ii) The units invoiced for an authorized client or service are in excess of the amount provided in the Budget.

(iii) The invoice includes services or costs not authorized by Eitas.

(iv) The amounts invoiced for an authorized cost or services are in excess of the known amounts provided.

(v) The price for a cost or service differs from the agreed upon price.

(c) Eitas retains the right to deduct from an invoice of the Provider any overpayment made by Eitas on a prior invoice

(d) Eitas retains the right to make invoice corrections/changes with appropriate notification to the Provider

(e) An invoice system must be developed which will enable Eitas to track and account for its dollars through a reporting process, which will be provided to Provider by Eitas.

Such reporting procedures will be jointly reviewed by the parties prior to utilization. The reporting system shall be basically the same as that required of other agencies funded by Eitas and consistent with Eitas' financial systems management policies set forth in the Policy and Procedures manual and the Funding Application packet.

(f) Eitas will pay the Provider for all services provided based on actual costs to the Provider that shall be documented to Eitas by appropriate documentation.

Unless, otherwise provided, Eitas shall not pay the Provider a monthly pro-rated amount based on the yearly contract.

11. Notices

Provider shall give to Eitas' Executive Director written notice of:

- (i) The death of an Eligible Person;
- (ii) A serious accident involving an Eligible Person;
- (iii) A life-threatening illness of an Eligible Person;
- (iv) The making of any formal allegations of mistreatment of an Eligible Person;
- (v) Notice of any investigation including but not limited to misuse of funds of an Eligible Person;
- (vi) Abuse, neglect, death or other investigation initiated by any accreditation or regulatory or other investigatory body with similar status, in each case within 24-hours after the Provider becomes aware of the occurrence of such event.

In addition, Provider shall furnish Eitas' Executive Director copies of:

- (i) Any and all reports issued by an investigatory agency promptly but to not exceed five work days of receipt concerning their respective findings;
- (ii) Any corrective action plan or quality improvement plan or recommendations issued to Provider as a result of an investigation; and
- (iii) Any other Provider response to an investigation.
- (iv) Provider also agrees to keep Eitas' Executive Director informed as to the course of any investigation and take active steps to secure any documents and/or reports related an investigation.
- (v) Provider shall notify Eitas' Executive Director within 24-hours of the occurrence of any event that impacts or might impact adversely on Provider's ability to comply fully with the terms and conditions of this Contract.

12. Laws to Govern

The Provider shall comply with all local, state and federal laws and regulations including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, if the Provider is a recipient of federal financial assistance.

Eitas makes no commitment as to funding the requirements of any local, state or federal law or regulations.

13. Work Product

The Provider agrees and understands that all work products developed as a result of the Provider's services under this Contract are to be used solely for the purposes of this contract. If the Provider wishes to use any work product developed under this Contract for any other purpose it must have the prior written consent of Eitas to do so.

14. **Sunshine Law**

The parties agree that the Provider is a "Governmental Body" pursuant to the Sunshine Law of the State of Missouri, Section 610.010 et seq. R.S. Mo.

15. **Inspections**

The Provider agrees to allow Eitas or its designated agent to monitor the Providers programs at any reasonable time.

16. **Audit**

Provider shall furnish annually, on or before ninety (90) days after its fiscal year, its certified audit and the audit must contain a management letter.

17. **Termination**

(a) This Contract may be terminated by either party by giving 30 days prior written notice to the other party of such termination

(b) This contract may be terminated by Eitas if in the sole judgment of Eitas, the funding available to Eitas during the Term is significantly less than had been anticipated by Eitas at the time the Contract was made and the reduction in funding causes continued performance under the Contract by Eitas to be fiscally imprudent.

18. **Documents**

The Provider shall provide any and all documents required by this Contract by mail, or by delivery to Eitas or by e-mail to jjacobs@eitas.org or its successor.

19. **Modifications**

This agreement constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties set their hands this _____
day of _____, 20_____.

JACKSON COUNTY, MISSOURI

Approved as to Form:

By: _____
County Counselor

By: _____
Frank White, County Executive

**DEVELOPMENTAL DISABILITY SERVICES OF JACKSON COUNTY –
EITAS**

By: _____
Jake Jacobs, Executive Director

LEGISLATURE

By: _____
Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20369

Sponsor(s): Tony Miller

Date: February 10, 2020

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS.</u></p>										
<p>BUDGET INFORMATION To be completed By Requesting Department and Finance</p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>-0-</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>-0-</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$234,200 Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	-0-	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	-0-	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
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Total amount authorized after this legislative action:	-0-										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): # 20082 March 15, 2019</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Tina M. Spallo Superintendent of Recreation 503-4872</p>										
<p>REQUEST SUMMARY</p>	<p>Resolution authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS, accepting partial funding of various programs of the Parks + Rec Department's Special Population Services Division.</p> <p>The Parks + Rec Department has applied to EITAS for funding assistance for the Department's Special Population Services Division for 2020. The Board has agreed to provide up to \$234,200 for these services for the term of this contract, January 1, 2020 to December 31, 2020.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>ATTACHMENTS</p>											
<p>REVIEW</p>	<table border="1"> <tr> <td>Department Director: Michele Newman, Director of Parks & Recreation <i>Michele Newman</i></td> <td>Date: 1-24-20</td> </tr> <tr> <td>Finance (Budget Approval): If applicable</td> <td>Date: 1/29/2020</td> </tr> <tr> <td>Division/Manager: <i>Quay M. Schultz</i></td> <td>Date: 1/29/2020</td> </tr> <tr> <td>County Counselor's Office: <i>Bryan Conroy</i></td> <td>Date: 2/6/2020</td> </tr> </table>	Department Director: Michele Newman, Director of Parks & Recreation <i>Michele Newman</i>	Date: 1-24-20	Finance (Budget Approval): If applicable	Date: 1/29/2020	Division/Manager: <i>Quay M. Schultz</i>	Date: 1/29/2020	County Counselor's Office: <i>Bryan Conroy</i>	Date: 2/6/2020		
Department Director: Michele Newman, Director of Parks & Recreation <i>Michele Newman</i>	Date: 1-24-20										
Finance (Budget Approval): If applicable	Date: 1/29/2020										
Division/Manager: <i>Quay M. Schultz</i>	Date: 1/29/2020										
County Counselor's Office: <i>Bryan Conroy</i>	Date: 2/6/2020										

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive and the Prosecuting Attorney to execute a Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division.

RESOLUTION NO. 20370, February 10, 2020

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Prosecuting Attorney and the Circuit Court Administrator recommend a Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division, for the period January 1, 2020, through December 31, 2022; and,

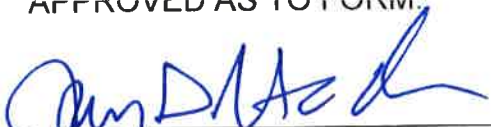
WHEREAS, this Agreement will allow the County to continue to receive federal funding for its child support enforcement program; and,

WHEREAS, execution of this Agreement is in the best interests of the health, welfare, and safety of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive and the Prosecuting Attorney be and hereby are authorized to execute the attached Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division.

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. 20370 of February 10, 2020, was duly passed on _____, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Contract For Services



Missouri Department of Social Services
Division of Finance & Administrative Services
Purchasing Unit
P.O. Box 1643
Jefferson City, MO 65102

Contract #: ER10220B001

Title: IV-D County Reimbursement Cooperative Agreement

Contract Period:

January 1, 2020 through December 31, 2022

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor/County Information:

County Name: County of Jackson
Mailing Address: 324 E 11th St, Suite 1100
City, State Zip: Kansas City, MO 64106-2421
State Vendor #: 44600052404

County Level Designation:	Level B
Multi-County Project Name (if applicable):	

Contractor Contact Person Name and Title: _____

Contact Person E-Mail Address: _____

~~~~~

*The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services.*

*The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 CFR 180) are not suspended or debarred by the federal government.*

**In witness thereof, the parties below hereby execute this agreement.**

|                                                                     |                       |               |
|---------------------------------------------------------------------|-----------------------|---------------|
| _____<br>Authorized Signature for the Circuit Clerk                 | _____<br>Name & Title | _____<br>Date |
| _____<br>Authorized Signature for the Prosecuting Attorney          | _____<br>Name & Title | _____<br>Date |
| _____<br>Authorized Signature for the County Commissioner/Executive | _____<br>Name & Title | _____<br>Date |
| _____<br>Authorized Signature for the Department of Social Services | _____<br>Date         |               |

## **1 Introduction and Background Information**

- 1.1 The Missouri Department of Social Services, Family Support Division (Department) hereby enters into this cooperative agreement with the County of Jackson (hereinafter "County") by their respective office holders, including the Prosecuting Attorney, Circuit Clerk and Presiding Commissioner for the reimbursement of IV-D child support services.
- a. For the purpose of this cooperative agreement the term "contractor" shall refer to the "county"; and
  - b. For the purpose of this cooperative agreement the term "contract" shall mean the same as "cooperative agreement",
  - c. For the purpose of this cooperative agreement, the Prosecuting Attorney's Office in a single county, or the Prosecuting Attorney's Office of the host county of a Multi-County project, provides the IV-D casework services. The Circuit Clerk's office in the county exchanges information in the Missouri Automated Child Support System (MACSS) and provides requested court documents to the Department, including, but not limited to certified copies of orders for this cooperative agreement.
- 1.2 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER102) issued to the Department by the State of Missouri Office of Administration.
- 1.3 The mission of the Department of Social Services, Family Support Division is "We will lead the nation in building the capacity of individuals, families, and communities to secure and sustain healthy, safe, and productive lives."
- 1.4 The Department, under Title IV-D of the Social Security Act, and under section 454.400, RSMo, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce support obligations for children receiving Temporary Assistance for Needy Families (TANF) benefits under Part IV-A, Title XIX Medical assistance, benefits or services for foster care maintenance under Part IV-E and for any other child, if an individual applies for such services with respect to such child.
- 1.5 The contract period shall be from January 1, 2020 through December 31, 2022.

## **2 General Performance Requirements**

- 2.1 The contractor shall provide services to the Department, in accordance with the provisions and requirements stated herein.
- 2.2 Services reimbursed by the Department shall consist only of those services described herein, as authorized by the Department and allowable according to federal regulations.
- 2.3 The contractor shall coordinate all contract activities with designated representatives of the Department. The contractor shall designate an employee of the contractor as the contact person who will service the contract and to whom all notices from the Department will be sent.
- 2.4 Correspondence: Within five (5) days of a change in the contractor's contact person, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's contact person servicing the contract.
- a. The contractor understands that e-mail will be used to transmit contract documents and other correspondence from the Department to the contractor.
  - b. The contractor must obtain a state e-mail address.
  - c. Any such emails containing information regarding specific cases should be submitted utilizing the state e-mail address or each message must be encrypted pursuant to the Department's Missouri Child Support Procedural Manual.
  - d. It shall be the responsibility of the contractor to ensure the timely review and response to e-mails. The contractor's contact person must utilize their state e-mail at least every 30 days. This will ensure continued access to the state e-mail system.
- 2.5 Contractor's Personnel



- 2.5.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
  - b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
  - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
    - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
    - 2) Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
    - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 2.6 Subcontractors: Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
  - b. shall not henceforth be in such violation, and
  - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.7 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>); the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to executing the contract.
- 2.8 Debarment Certification

- 2.8.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 2.8.2 The contractor must complete and submit Exhibit #2, Certification Regarding Debarment, prior to executing the contract.
- 2.9 Subrecipient Determination and Requirements
- 2.9.1 For the purposes of this contract, the contractor has been determined to be a subrecipient of federal funds.
- 2.9.2 The contractor shall comply with Federal Funds Subrecipient Requirements, attached hereto as Attachment A.
- 2.9.3 As used in Attachment A, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Department.
- 2.10 Registration of Business Name
- 2.10.1 The contractor must complete and submit Exhibit #3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

### **3 Specific Performance Requirements**

#### **3.1 General Program Requirements**

- 3.1.1 Pursuant to 13 CSR 40-108.040, and for the purpose of this contract, the following definitions shall apply:
- a. Level A County – A county which is designated to have sole responsibility for the entire operation of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
  - b. Level B County – A county in which the prosecuting attorney is designated to have sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
  - c. Level C County – A county in which the Department is designated to have sole responsibility for the entire operation of the IV-D program, in that the contractor performs specific legal functions on cases referred to them by the Department.
  - d. Multi-County Project – A designated group of Level C counties that have individually entered into a contract with the Department to perform judicial IV-D duties, with one county acting as the Host Level C county. The Host County is responsible for referrals assigned to all counties within the project.
  - e. Referral or Referred Cases – Any child support case under the state IV-D program sent to the Prosecuting Attorney by the Department for a requested action, and shall include all cases requiring legal referral for "requested action" pursuant to the Department's Missouri Child Support Procedural Manual.  
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
- 3.1.2 Pursuant to 13 CSR 40-108.040, the Department has identified the contractor's County Level designation(s) on the signature page of the contract. The contractor shall provide services for each IV-D case in accordance with the requirements stated herein, including any additional requirements specified in Attachment B (IV-D County Additional Requirements), as applicable.
- 3.1.3 The Department is vested with the sole ownership, control and authority of the IV-D program in Missouri. The policies and procedures adopted by the Department are controlling for all administrative IV-D activities and purposes to be performed by the contractor. Nothing in this subsection is intended to supersede the prosecuting attorney's requirements to follow all applicable state and federal laws and regulations and the Missouri Rules of Professional Conduct.
- a. The Department policies and procedures can be located at:  
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>

- 3.1.4 No provisions of this contract shall be construed to alter the statutory, constitutional or common law powers and duties of the Prosecuting Attorney, including but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.
- 3.1.5 The contractor shall maintain records as required by the Department and federal regulations, including 45 CFR 302.15, 45 CFR part 74 and 45 CFR part 75.361.
- 3.1.6 The contractor shall not subcontract with any other business, organization, or governmental body to perform any or all portions of the requirements stated herein without the prior written approval of the Department.
- 3.1.7 All outside child support inquiries, with the exception of inquiries made by persons receiving support or persons paying support on their own cases, (e.g. media, legislator, vendor, and other governmental agencies) made to the contractor regarding the statewide child support program, its policies, procedures or performance shall be forwarded to the Department for response.
- a. In the event the Department must formally respond to an inquiry, at the request of the Department, the contractor must within five (5) business days draft a response or provide all necessary case information in order for the Department to respond.
  - b. When requested by the Department, the contractor shall provide a written response to outside inquiries, and must provide the Department a copy within five (5) business days of the request.
- 3.1.8 The contractor may respond appropriately to all media and/or legislative inquiries made to the contractor regarding the contractor's program and IV-D cases which judicial actions are to be pursued by the contractor. The contractor shall provide notice of a contractor program inquiry and its response immediately to the Department. Responses shall not include information about the contract, the statewide child support program, its policies, procedures or performance.
- 3.1.9 The contractor shall notify the Department by e-mail of the following personnel changes: within three (3) business days of an employee's start date, the names and necessary forms for access to state systems of all new personnel; and within three (3) business days of personnel departures.
- 3.1.10 The contractor's employees shall utilize the Department's Microsoft Outlook system for electronic mail (e-mail) for contract documents and other correspondence related to the referrals of cases and related case activity pursuant to this contract. Access to this Microsoft Outlook system for electronic mail should occur at least once every thirty (30) days to avoid disruption of the access.
- 3.2 Prosecuting Attorney's (PA) Office Responsibilities
- 3.2.1 The PA must take action pursuant to Chapters 210, 452, and 454 RSMo and within the time frames specified in 13 CSR 40-108.040 on all cases referred to them from the Department. Case action shall include, but is not limited to:
- a. Filing a co-respondent petition when the custodian fails to cooperate in paternity action; and
  - b. Filing a legal action criminally or civilly, including pursuing arrears due the Department without the cooperation of the person receiving support.
    1. However, the following exceptions apply for enforcement cases:
      - i. If the PA takes an action(s) that results in a support payment posting to the case within the first counted sixty (60) days, then the requirement to file a legal action is satisfied by this substitution.
      - ii. If the PA refers the person paying support to a state-approved diversion program and that person enrolls and participates within the first counted sixty (60) days, then the requirement to file a legal action is satisfied by this substitution.
    2. In both of the above exceptions, the PA should not return the referral, but monitor the person paying support's compliance. If the person paying support ceases to pay under an enforceable order, or once participation in a state-approved diversion program ends and the case is not in paying status, then the PA shall pursue the referral, if appropriate, by filing a legal action.
    3. Both of these exceptions shall be recorded with FSD in the Missouri Automated Child Support System (MACSS) and via the PA judicial statistics website.

- 3.2.2 The PA shall meet stricter time requirements than those specified herein upon notification by the Department of any change(s) in federal law or regulation requiring the stricter time-frames.
- 3.2.3 The PA shall be responsible for all direct communication regarding the actions taken pursuant to a referral with the person receiving support, the person paying support, and, if ethically appropriate based upon the rules bound by the Missouri Bar, the attorney(s).
- 3.2.4 The PA shall use the Department's Missouri Automated Child Support System (MACSS) to:
- a. accept referrals from the Department;
  - b. record all IV-D activities;
  - c. comply with the requirements of 13 CSR 40-108.040;
  - d. document the reason for return or rejection of any referral for any reason upon closing and returning the referral; and
  - e. enter order information after registering foreign orders for enforcement or modification (All counties except non-Host Level C counties within a multi-county project).
- 3.2.5 The PA's personnel shall attend all training courses identified mandatory training by the Department.
- 3.2.6 The PA shall retain and monitor referrals accepted for enforcement for a time sufficient to show consecutive months of support payments were made and those payments indicate that continuing compliance is more likely than not.
- a. At a minimum, the PA shall monitor payments:
    1. Not less than 3 months after initial judicial action completed if the person paying support has complied with the Judgment of Contempt or Judgment of Guilt.
    2. Not less than 6 months for all other cases.
  - b. If payments have not been made in consecutive months in compliance with a purge or probation order or a voluntary agreement with the PA, then the PA shall take the next legal action available to attempt to collect payments on the case.
  - c. Referrals may be ended and returned in cases where it is known that the person paying support cannot make payments as ordered due to incarceration, disability, or in cases that are dismissed by the court.
- 3.2.7 The PA shall return referrals to the Department when there is lack of jurisdiction, a conflict of interest exists, no reasonable legal remedy is available, the referral packet is incomplete and the Department fails to provide necessary information requested by the contractor within fourteen (14) calendar days, at the request of the Department if nothing has yet been filed with the court, or in other extenuating circumstances upon mutual agreement between the Department and the contractor.
- a. The PA must return referrals within fifteen (15) calendar days of request of the Department.
- 3.2.8 The PA shall have the same authority as referenced in the child support policy procedural manual as Department personnel to forgive or reduce unreimbursed assistance paid by the Department prior to the entry of an order for child support. The contractor shall not have the authority to forgive or reduce post-judgment principal or arrearages or to agree to forgive or reduce post-judgment principal or arrearages assigned to the Department, or judgments or arrearages due to the family. The PA may only agree or consent to forgive or reduce post-judgment principal or arrearages after obtaining settlement authority and settlement approval from the Director or the Deputy Director of the Family Support Division.
- 3.2.9 The PA may petition for a judgment against the person paying support in all actions that include declaration of paternity for the cost of genetic testing paid directly or indirectly by the Department. Judgments for genetic testing must reflect that payment is made to:

FSD Genetic Testing Unit  
P.O. Box 2320  
Jefferson City MO 65102

- 3.2.10 Pursuant to the Supreme Court Rule 88.01, the PA shall apply the child support guidelines in all cases referred by the Department to establish a support obligation. Any deviation from the required MO Form 14, Child Support Calculation Worksheet, must be noted in the child support order; in MACSS; and the information must be forwarded to the Department's office currently designated in MACSS.
- a. The MO Form 14 can be found at:  
<https://www.courts.mo.gov/file.jsp?id=114613>
- 3.2.11 The PA shall review its "Referral Checklist" at least once per year by December 31<sup>st</sup> on the Department's intranet site (<http://dssweb.cds.state.mo.us/fsd/training/CSE/PA/LegalReferralReq/index.htm>). Any and all changes that need to be made shall be coordinated through the Department's Prosecuting Attorney MACSS Liaison.
- 3.2.12 The PA shall not represent any interested party other than the Department in any matter referred to the contractor.
- 3.2.13 Pursuant to section 568.040 RSMo, the contractor shall report to the Department on a quarterly basis (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>) the number of charges filed and convictions obtained. The PA must submit the report in the format and manner specified by the Department.
- a. For purposes of this cooperative agreement, the term "conviction" is defined as dispositions of an original felony/misdemeanor criminal charge. Dispositions include that the person paying support has:
1. plead to a suspended imposition of sentence; or
  2. plead to a suspended execution of sentence; or
  3. plead guilty and was sentenced; or
  4. was convicted after trial.
- b. Convictions defined and recorded here do not include subsequent orders on the same criminal case occurring after a probation violation hearing or motion to revoke probation.
- 3.2.14 The PA shall submit Prosecuting Attorney Judicial Statistics on the Department's intranet site (<https://apps.dss.mo.gov/macCriminalNonSupport>) such statistics include those required under section 568.040 RSMo and any other statistical data requested by the Department.
- 3.2.15 The PA shall inform the Department of any adverse decision made by the Court on a referral handled by that PA where it is the PA's legal opinion that the adverse decision is contrary to established law affecting the child support program. The harmed party may be the State, or a party to the underlying case, or both. This notification should be a timely email to the Department's Prosecuting Attorney Liaison and will include a written recommendation regarding whether an appeal is appropriate based on the law and the facts and the reasoning behind the recommendation. The Department will review the recommendation and make a final determination regarding whether the case should be appealed.
- 3.2.16 If a subpoena is received by the PA, or their personnel, on a child support case assigned or referred to the PA's office, a copy of the subpoena is to be sent by email to FSD Legal Counsel and the Department's Prosecuting Attorney Liaison. The subject line of the email should include the following: subpoena, person paying support's name and IV-D case number. The Department will send out annual notices of the correct email addresses for PAs to use for forwarding subpoenas to FSD.
- 3.3 Circuit Clerk (Clerk) Responsibilities
- 3.3.1 The Clerk shall utilize MACSS:
- a. to the extent required by Chapters 452 and 454 RSMo, on all child support and/or spousal support cases; and
- b. pursuant to section 454.412 RSMo, to enter such information as is required for the state case registry.
- 3.3.2 The Clerk shall provide the Missouri Department of Health and Senior Services, Bureau of Vital Records, with certified copies of all orders establishing paternity in accordance with section 454.485 RSMo within ten (10) business days of the filing date of the order.
- 3.3.3 The Clerk shall comply with 45 CFR 304.50 for the treatment of program income in such a manner that the Department meets its state plan requirements for the federal Office of Child Support Enforcement (OCSE).

3.3.4 The Clerk shall not charge any fees to the Department, or any attorney bringing action pursuant to a referral by the Department, for requests of copies, filing of any action or document necessary to establish paternity, or to establish, modify or enforce a child support obligation. (§454.445 RSMo) The Clerk must complete all requests within ten (10) calendar days.

#### 3.4 Department Responsibilities

3.4.1 The Department will refer appropriate IV-D cases to the contractor for establishment, enforcement, modification or outgoing cases pursuant to the Uniform Interstate Family Support Act (UIFSA).

3.4.2 The Department will review MACSS and [www.courts.mo.gov/casenet](http://www.courts.mo.gov/casenet) for case information before making a status inquiry to the contractor.

3.4.3 Pursuant to section 454.440 RSMo, the Department will provide federal and state parent locator services to the contractor.

3.4.4 The Department will use its best effort to provide proper notice to the contractor of any proposed rule or regulation impacting the child support program, pursuant to section 454.400 RSMo.

3.4.5 The Department, with the assistance of the state's Information Technology Services Division (ITSD), will provide the following services:

- a. Installation and problem resolution assistance for personal communication software/TN3270 Plus;
- b. Problem resolution assistance for MACSS-related printing problems;
- c. Problem resolution assistance for Outlook e-mail as it relates to communication with the Department on child support activities;
- d. Microsoft Office application assistance related to child support business; and
- e. Problem resolution assistance for Intranet and Internet application assistance related to child support business.

3.4.6 The Department, with the assistance of ITSD, will provide user ID's and passwords for the contractor's staff, assigned to carry out the requirements stated herein, within five (5) business days of receipt of the request. Contractor's requests for user IDs and passwords must be submitted through the Department's online security access unit or the PA MACSS Liaison.

3.4.7 The Department will notify the contractor, or their designee of the following information:

- a. Key personnel changes at the Department;
- b. Statewide statistical data;
- c. Missouri's annual federal self-assessment audit compliance reports;
- d. MACSS changes;
- e. Policy(s) issued; and
- f. All program-related information distributed to Department supervisors or managers.

#### 3.5 Fiscal Requirements

3.5.1 The contractor shall appropriate a sufficient amount of funds in accordance with the performance standards required pursuant to 13 CSR 40-108.040.

3.5.2 The contractor shall ensure that the only federal funds certified for use under this contract are federal revenue sharing funds available for this purpose.

3.5.3 The contractor shall submit an annual budget request on or before July 1<sup>st</sup> of each year to the Department for approval. Annual electronic budget forms will be provided to the contractor no later than May 1<sup>st</sup> each year. The contractor shall utilize the annual budget form to submit the PA's annual budget request.

- a. The contractor shall send any comments to their representative at Missouri Office of Prosecution Services (MOPS) and/or Missouri Association of Prosecuting Attorneys (MAPA) and shall immediately send a copy of the comments to the Department's Prosecuting Attorney Liaison.

- b. If the Department proposes any different review, method, or calculation formula to determine the next annual budget for the contractor, then the contractor shall have fifteen (15) calendar days to provide comments on the proposed changes in the calculations. The MOPS and/or MAPA representative shall have an opportunity to discuss the changes in calculations with the Department before final application of the review, method, or calculation formula is made to the budgets of the counties.
  - c. The contractor shall refer to Section 4 of Attachment A to determine the amount of indirect costs they may be reimbursed.
  - d. The contractor must submit the annual budget request via e-mail to the Department's Prosecuting Attorney Liaison.
- 3.5.4 Pursuant to section 454.405 RSMo, the contractor shall furnish office space and other administrative requirements. The contractor must receive prior written approval from the Department for any office space leased from the private sector. The contractor shall acquire space from the private sector in accordance with sections 105.454, and 50.660 RSMo, and 13 CSR 40-3.010(5) (A).
- 3.5.5 The contractor shall receive prior written approval from the Department for purchases of equipment with an initial cost of twenty-five hundred dollars (\$2,500) or more which are necessary for fulfillment of the contract requirements in accordance with 13 CSR 40-3.010(5)(D).
- 3.5.6 The contractor shall receive prior written approval from the Department for out-of-state travel for child support training. Out of state travel for training is limited to two people one time per year per office.
- 3.5.7 Pursuant to 13 CSR 40-3.010(3)(G), the contractor shall receive prior written approval from the Department for out-of-state travel for performance of reimbursable child support activities, excluding training, and shall abide by the same expenditure reimbursement limitations as the Department imposes on its personnel.
- 3.5.8 The contractor may request reimbursement for in-state trainings that are determined to be sufficiently program-related. The Department will pay approved reimbursement at the current Federal Financial Participation (FFP) rate.
- 3.5.9 Allowable costs for travel and per-diem will be reimbursed at rates as defined by State of Missouri Travel Regulations <http://www.oa.mo.gov/acct>
- 3.6 Audits, Monitoring and Compliance-Financial
- 3.6.1 The contractor shall provide, to the Department, copies of all notices and reports as described herein of any audit performed by another entity to the following address:
- Department of Social Services, Family Support Division  
County Reimbursement Unit  
615 East 13<sup>th</sup> Street, Room 204-2  
Kansas City, MO 64106
- 3.6.2 The Department may conduct financial reviews to determine whether funds received by the contractor were used in accordance with the requirements stated herein, state law and federal regulations governing authorized IV-D expenditures.
- 3.6.3 The contractor shall make available all appropriate financial records to the authorizing representatives conducting the review.
- 3.6.4 Reimbursements to the contractor shall, in all cases, be subject to an adjustment after a financial review as follows:
- a. If the Department reimbursed the contractor in a previous budget year an amount greater than allowed, then the Department may reduce the contractor's budget in the following budget year after providing thirty (30) days written notice to the contractor of its intent to do so.
  - b. A reduction to the contractor's budget as a result of an adjustment pursuant to an audit finding shall be treated as a one-time reduction and not an automatic permanent reduction of the contractor's budget for future budget amount projections.

- c. The contractor shall submit a written reimbursement request and statement of explanation, when requesting an amount in excess of the approved budget amount The Department must acknowledge the PA request in writing within thirty (30) days, and then advise the PA in writing when a decision is made.
- 3.6.5 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. The Department will provide written notification to the contractor if the Department determines that it will impose any special conditions or restrictions. The special conditions or restrictions may include, but are not limited to, those conditions specified below:
- a. Requiring additional, more detailed financial reports or other documentation;
  - b. Additional contract monitoring;
  - c. Requiring the contractor to obtain technical or management assistance; and/or
  - d. Establishing additional prior approvals from the department.
- 3.7 Audits, Monitoring and Compliance-Performance
- 3.7.1 The Department reserves the right to complete audits to determine the reliability of data provided by the contractor for data used to compute federal IV-D performance measures and other performance measures outlined in this contract.
- 3.7.2 The audits may include, but are not limited to, remote review of data entered into MACSS or on-site audits of hardcopy or electronic case records. The contractor shall maintain individual case records adequate to permit evaluation of the progress of each case. Such case records shall be in accordance with 45 CFR 302.15 (a) and 303.2(c) and shall include, at a minimum, the following:
- a. Original referral documentation;
  - b. Record of all relevant contacts with the parties to the action; and
  - c. Record of all legal action.
- 3.7.3 The Department will measure the contractor's performance in accordance to 13 CSR 40-108.040 for cases referred from the Department for legal action. The Department shall conduct compliance reviews for this purpose solely on the case information contained in MACSS.
- 3.8 Prosecuting Attorney Compliance: Pursuant to 13 CSR 40-108.040, the Department will take the following actions should the Prosecuting Attorney fail to comply with the performance requirements as stated herein:
- a. The Department will send written notice to the Prosecuting Attorney identifying non-compliance with policies and procedures, requirements, or regulations for the safeguarding of federal tax information, performance measures, data reliability or program compliance audits.
  - b. The Prosecuting Attorney must submit, within thirty (30) calendar days, a written corrective action plan to the Department for approval. The corrective action plan must contain specific actions and timeframes to bring the Prosecuting Attorney back into compliance.
    - 1) The Department reserves the right to terminate the contract should the Prosecuting Attorney fail to submit and implement an approved corrective action plan or fail to achieve compliance with the terms and conditions stated herein.
  - c. The Prosecuting Attorney shall attend necessary and required training when determined to be non-compliant with program performance standards.
- 3.9 Federal Tax Information
- 3.9.1 The contractor and any subcontractors shall comply with IRS Publication 1075 Security Guidelines to specifically include, but not limited to, the requirement to notify the state agency immediately, but no later than twenty-four (24) hours after identification of a possible security issue involving Federal Tax Information (FTI) as required by IRS Publication 1075, paragraph 10.4. Further, the contractor shall comply with the federal tax information requirements stated in the Assurance of Safeguarding IRS/SSA Restrictions/Penalties (Exhibit #5) document attached hereto. In addition, the contractor shall:



- a. require all new hire and tenured personnel to certify and complete the Department's security policy and IRS penalties for unauthorized disclosure of federal tax information. The training can be located at: (<https://apps.dss.mo.gov/FSDIRSSafeguardingForms/>)
- b. complete and print the electronic *Internal Inspections Report* annually (<https://apps.dss.mo.gov/FSDIRSSafeguardingForms/>) and retain for five (5) years;
- c. not send or receive any federal tax information by electronic mail (e-mail) or facsimile;
- d. not disclose or release any form of protected federal tax information to any attorney representing a person paying support in the referred case under the contractor's control;
- e. provide a visitor access log that must not contain personal identification information (i.e. social security number, case number, or other personal identifying information) that may be viewable by other visitors; provide all visitors with visitor badges; and all visitors must be accompanied by contractor personnel at all times;
- f. only provide key/combo locks to authorized personnel that have a need to access federal tax information; maintain key/combo accountability records; change key/combo locks when authorized personnel changes occur or at a minimum annually; and
- g. immediately report an unauthorized inspection or disclosure of federal tax information via e-mail or hardcopy, including breaches and security incidents, to the compliance coordinator or designee. Currently the compliance coordinator can be contacted at [angela.r.terry@dss.mo.gov](mailto:angela.r.terry@dss.mo.gov).

## **4 General Contractual Requirements**

### **4.1 General**

4.1.1 The contract shall consist of any and all of the following documents, as applicable:

- a. an original contract document; and
- b. any subsequent amendments to the contract.

4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor.

- a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.

4.1.3 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.

4.1.4 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

4.1.5 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.

4.1.6 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government.

a. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.

b. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.

4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

### **4.2 Amendment, Termination and Renewal**

- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.3 Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- 4.2.4 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.5 The contract may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its cases before the end of the sixty (60) day period, if applicable.
- 4.2.6 Breach: The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- a. The termination shall become effective on the date specified in the notice.
  - b. At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
  - c. The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- 4.2.7 Any written notice to the contractor shall be deemed sufficient when deposited in the United States Postal Service mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's principal place of business.
- 4.2.8 In the event of termination all case records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all case records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such information without prior, written permission of the Department.
  - b. Upon termination of the contract the Department shall have access to all case records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all case records and documents prepared or developed as a result of the contract.
- 4.2.9 Transition of Services: Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
- b. The contractor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

#### 4.3 Subcontracting

- 4.3.1 The contractor may subcontract for the services/products required herein only with prior written approval from the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

#### 4.4 Conflict of Interest

- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
  - a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
  - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
  - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
    - 1) Exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or
    - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
    - 3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
- a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
  - b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
  - c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.
- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.
- 4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.
- 4.4.6 The contractor shall represent itself as an independent contractor offering such services to the general public and shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.
- 4.5 Business Compliance
- 4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.
- 4.5.2 The contractor shall have and maintain current and in good standing, any and all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.
- a. The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, terminated, modified or qualified within seven (7) business days.
  - b. The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.
- 4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
- 4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- 4.6 Personnel and Staffing
- 4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.
- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.

4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

4.7 Federal Funds Requirements

4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs, as applicable.

4.7.2 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4.7.3 The contractor shall comply with all requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

4.7.4 In the event Federal funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.

4.8 Financial Requirements

4.8.1 The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.

4.8.2 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice, as set forth herein.

- a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.

4.9 Contractor Liability

4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

- a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.10 Insurance

- 4.10.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.
- 4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
- 4.10.3 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

#### 4.11 Human Rights

- 4.11.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include, but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000e, as amended) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act, as amended, which prohibits, unless otherwise provided by law, discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
  - g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
  - h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
  - j. Missouri Governor's E.O. #05-30; and
  - k. The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the contract.
- 4.11.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
- 4.11.3 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.
- #### 4.12 Recordkeeping and Reporting Requirements
- 4.12.1 The contractor shall submit itemized reports, records and information at the request of the Department.
- 4.12.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).

- 4.12.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.12.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.12.5 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.12.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.12.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.12.8 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.
- 4.13 Confidentiality
- 4.13.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.
- 4.13.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 4.13.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.13.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Encryption of any device used to access or maintain confidential information or use of equivalent safeguard;
  - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
  - d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

- f. Any disclosure of confidential information must be immediately reported to the Department as outlined in the policy manual. The contractor is financially responsible for any breach of confidentiality on IV-D cases occur in your office or that occur as a result of actions taken by the contractor's staff. The contractor must offer any affected party credit monitoring for one year either through the Department or directly through a credit monitoring service, for which the contractor has or obtains an agreement. If the Department will be handling the breach, then the Department will send the offer to the affected party (ies) and the cost to the Department may be recouped from the contractor's next monthly reimbursement after notification of cost.

#### 4.14 Notification Requirements

- 4.14.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a person receiving support, person paying support, and/or child.
- 4.14.2 The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
  - a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

#### 4.15 Miscellaneous

- 4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.15.2 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.15.3 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.15.4 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.15.5 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

### **5 Payments to the Contractor**

- 5.1 Funds available for the use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for the purpose of operating the Missouri State Plan for Child Support under Title IV-D of the Social Security Act. Funds are further limited by appropriation of general revenue funds and/or the Child Support Enforcement Collections (CSEC) fund by the Missouri General Assembly.
- 5.2 Pursuant to state and federal law and regulations (13 CSR 40-3.010 and 45 CFR 304.21), the Department may reimburse the contractor, at the applicable rate of expenditures incurred, from any or all of the following funds: federal; general revenue; and/or Child Support Enforcement Collections (CSEC).
- 5.3 The Department will allocate funding for services on an annual basis and shall provide notification to the contractor of the allocation amount.
- 5.4 The contractor shall be reimbursed for actual, allowable costs incurred for services provided pursuant to the agreement, in accordance with the budget approved by the Department.
  - a. Any costs incurred for the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the Department, such equipment duplicates services provided by MACSS.



- 5.5 No other payments or reimbursements shall be made to the contractor other than those specified above.
- 5.6 The contractor shall invoice the Department within ninety (90) calendar days after the last day of the month in which services are claimed.
- a. The contractor shall submit its invoices to:  
Family Support Division – Child Support  
County Reimbursement Unit  
615 E. 13<sup>th</sup> Street, Room 204  
Kansas City, MO 64106-2829
  - b. Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.7 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.8 The Department, at its sole discretion, may:
- a. audit all invoices, in a manner determined by the Department;
  - b. reject any invoice for good cause;
  - c. make invoice corrections and/or changes with appropriate notification to the contractor;
  - d. deduct from an invoice any overpayment made by the Department; and
  - e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.9 The contractor shall understand and agree that the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed State Vendor ACH/EFT Application. The State Vendor ACH/EFT Application can be downloaded from the internet at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

## Attachment A: Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
  - a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - b. All applicable terms and conditions of the award.
  - c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.
2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.
3. **Allowable Costs:** Unless otherwise stated in this RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
  - a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
4. **Indirect Cost Rates and Administrative Rates:** In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
  - a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
  - b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
  - c. **Administrative costs** are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.

Administrative rates will vary by award, will be determined by the state agency, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the % of dollars which may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.
  - d. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency cannot accept an indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.

5. Record/Document Requirements and Retention:

- a. The subrecipient shall have written policies and procedures in place to ensure compliance with the terms, conditions, laws, and regulations in 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the state agency, upon request.
- b. The subrecipient shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the award and allows required federal financial reports to be easily prepared.
- c. In accordance with 2 CFR § 200.333 the subrecipient shall retain, for a period of three years from the date of submission of the final expenditure report, or from the date of the submission of the final quarterly or annual financial report to the state agency, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.

6. Subrecipient Monitoring: The state agency reserves the right to conduct monitoring reviews to ensure the subrecipient administers the federal award in compliance with applicable laws, regulations, contractual obligations, and performance goal measures.

- a. When deemed appropriate by the state agency, a monitoring report based on the results of the monitoring review will be issued to the subrecipient.
- b. The subrecipient shall submit a written corrective action plan for any findings and recommendations in the monitoring report as directed by the state agency.
  - 1) The corrective action plan should include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such remedies, and the person(s) responsible for the necessary action.
- c. The state agency will respond in writing by accepting the corrective action plan submitted and/or requiring further action, including, but not limited to:
  - 1) More detailed financial reports or other documentation;
  - 2) Additional monitoring;
  - 3) Requiring the subrecipient to obtain technical or management assistance; and/or
  - 4) Establishing additional prior approvals from the state agency.

7. Audits: If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.

- a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the state agency, in determining the federal awards expended in its fiscal year.
- b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the state agency of the acceptance of the audit by the FAC within 7 calendar days of the acceptance. The subrecipient shall also notify the state agency in the event the subrecipient is not required to obtain and submit a single audit. These notifications shall be submitted to the:

Department of Social Services  
Division of Finance and Administrative Services  
Attn: Single Audit  
P.O. Box 1082  
Jefferson City, MO 65102  
Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)

- c. The subrecipient shall cooperate with the state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.
9. **Transparency Reporting:** In order to assist the state agency in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit #4, to the state agency prior to the award of the contract.
  - a. The subrecipient should register in the federal government System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov), to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
  - b. The state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.

## **Attachment B: Additional Contractual Requirements for Counties by Level**

### **A. Level A County**

- A.1 In the event the County is designated as a Level A County, the County shall comply with the additional following requirements.
- A.2 **Prosecuting Attorney's (PA) Office Level A Responsibilities**
- A.2.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- a. Establishing paternity;
  - b. Establishing and modifying child support obligations;
  - c. Enforcing child, spousal and medical support obligations;
    - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
    - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
  - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
  - e. Conducting manual location activities, as needed, to supplement the automated system's location activities; and
  - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- A.2.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- a. The Child Support Procedural Manual can be located at:  
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
  - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:  
<http://10.60.16.82/fsd/training/CSE/MACSSORG/index.html>
- A.2.3 The PA's office managers shall attend all scheduled meetings for Department managers, when notified by the Department.
- A.3 **Requirements for PA Representation in Bankruptcy Actions —Level A—Clay County, Western District**
- A.3.1 With regard to the County of Clay, upon a special bankruptcy referral from the Department, the Office of the Clay County Prosecuting Attorney has the responsibility of representing the Department in the United States Bankruptcy Court in the Western District of Missouri and other United States Bankruptcy Courts as necessary for out-of-state bankruptcies filed when the person paying support has an open IV-D case in Missouri.
- a. The contractor shall take additional and necessary actions on IV-D cases: in MACSS, with the parties and/or their legal counsel, and in the United States Bankruptcy Courts.
  - b. The assistant Prosecuting Attorney responsible for these bankruptcy referrals from the Department (BAPA) will be sworn in to appear before the United States Bankruptcy Court and will maintain certification so they can file all bankruptcy claims electronically and receive communications electronically in the PACER system.
  - c. The BAPA and/or his or her staff shall maintain records on this caseload and shall work the Department to address IV-D issues in the bankruptcy law, the IV-D program's treatment of bankruptcy cases and system issues with MACSS for the cases.
  - d. The budget for these activities will be incorporated into a single IV-D budget for the contractor and approved by the Department as set forth in this agreement.
  - e. The BAPA and/or his or her staff must follow all the other requirements set forth in this IV-D County Reimbursement Cooperative Agreement as they pertain to their representation of the Department in bankruptcy cases, including but not limited to the requirements in section 3.2.14

A.4 **Department Level A Responsibilities**

- A.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program [http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp).

**B. Level B County**

- B.1 In the event the County is designated as a Level B County, the County shall comply with the additional following requirements.

B.2 **Definitions**

- B.2.1 Jackson County "Family Support Division" cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act wherein the applicant is a resident of Jackson County or which would otherwise be assigned to the Kansas City offices of the Family Support Division under existing practice and procedures, except for Jackson County Prosecuting Attorney cases.
- B.2.2 Jackson County "Prosecuting Attorney" cases: Cases for support collection services under Title IV-D of the Social Security Act where in the applicant is a Jackson County resident who as Head of Household has never received and is not receiving either cash or non-cash benefits or assistance under Title IV-A or XIX of the Social Security Act nor has a prior companion Temporary Assistance for Needy Families (TANF) case as a result of prior IV-A eligibility on the part of the applicant or involved family. Cases for paternity determination services under the Title IV-D of the Social Security Act where in the applicant is a Jackson County Resident.

B.3 **Prosecuting Attorney's (PA) Office Level B Responsibilities**

- B.3.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- a. Establishing paternity;
  - b. Establishing and modifying child support obligations;
  - c. Enforcing child, spousal and medical support obligations;
    - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
    - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
  - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
  - e. Conducting manual location activities as needed to supplement the automated system's location activities; and
  - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- B.3.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- a. The Child Support Procedural Manual can be located at: <https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
  - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at: <http://10.60.16.82/fsd/training/CSE/MACSSORG/index.html>

**B.4 Department Level B Responsibilities**

- B.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program ([http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp)).

**C. Level C County**

- C.1 In the event the County is designated as a Level C County, there are no additional requirements unless the county/city is handling bankruptcy cases for the Department
- C.2 **Requirements for PA Representation in Bankruptcy Actions —Level C—St. Louis City Circuit, Eastern District**
- C.2.1 With regard to the County of St. Louis City, upon a special bankruptcy referral from the Department, the Office of St. Louis City Circuit Attorney has the responsibility of representing the Department in the United States Bankruptcy Court in the Eastern District of Missouri.
  - a. The contractor shall take additional and necessary actions on IV-D cases: in MACSS, with the parties and/or their legal counsel, and in the United States Bankruptcy Court, Eastern District of Missouri.
  - b. The assistant Circuit Attorney responsible for these bankruptcy referrals from the Department (BACA) will be sworn in to appear before the United States Bankruptcy Court and will maintain certification so that they can file all bankruptcy claims electronically and receive communications electronically in the PACER system.
  - c. The BACA and/or his or her staff shall maintain records on all referrals made by the Department and shall work with the Department to address IV-D issues in the bankruptcy law, the IV-D program's treatment of bankruptcy cases and system issues with MACSS for the cases.
  - d. The budget for these activities will be incorporated into a single IV-D budget for the contractor and approved by the Department as set forth in this agreement.
  - e. The BACA and/or his or her staff must also follow all the other requirements set forth in the IV-D County Reimbursement Cooperative Agreement as they pertain to their representation of the Department in bankruptcy cases, including but not limited to the requirements in section 3.2.14.

**D. Multi-County Project**

- D.1 In the event the County is designated/identified as a participant in a Multi-County Project (Project), the County shall comply with the additional following requirements, as applicable.
- D.2 **Project Participants:** The Project shall consist of the counties listed in the table below. The county labeled with an asterisk (\*) shall be designated as the "Host" County for the Project.

|                    |                    |                    |
|--------------------|--------------------|--------------------|
| Insert County Name | Insert County Name | Insert County Name |
| Insert County Name | Insert County Name | Insert County Name |
| Insert County Name | Insert County Name | Insert County Name |

**D.3 Project Collaboration**

- D.3.1 The contractor shall collaborate with the other counties' elected Prosecutor, Circuit Clerk, and County Commissioners, as required, to ensure successful delivery of child support enforcement services.

**D.4 Host County Responsibilities**

- D.4.1 The Host County shall serve as the lead entity for the Project.
- D.4.2 The Host County shall establish and identify an office for the primary location for the Project.
- D.4.3 The Host County shall utilize the Elected Prosecuting Attorney or employ Assistant Prosecuting Attorney(s) and support staff for the purpose of fulfilling the requirements of this contract.

- a. The personnel required above shall spend one hundred percent (100%) of the time working on child support activities unless approved by the department to utilize part time work, If any staff are approved to work part time on child support activities, staff must complete time logs to identify the amount of time spent on IV-D activities for reimbursement.
- b. The Host County shall take the necessary steps, as required by law, to appoint/commission the individuals hired as assistant prosecuting attorneys for each of the counties participating in the Project, thereby conferring on the assistant prosecuting attorneys all of the authority, duties and responsibilities of said office for each county participating in the Project.
  - 1) The Host County may limit said commission to child support services at the option of each participating county.

D.4.4 The Host County shall appropriate sufficient funds to compensate required personnel and to provide for the investigation and litigation of cases referred to the Project.

D.5 **Reimbursements to the Host County**

D.5.1 The contractor (Non-host County) shall reimburse the Host County for the non-host county's share of expenditures made to fulfill the requirements of the Project.

D.5.2 The contractor (Non-host County) shall reimburse the Host County in accordance with the applicable percentage share listed in the table below. The percentages are derived from the most recent United States Census Bureau data.

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| Insert County Name and % | Insert County Name and % | Insert County Name and % |
| Insert County Name and % | Insert County Name and % | Insert County Name and % |
| Insert County Name and % | Insert County Name and % | Insert County Name and % |



# Exhibit # 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

## Business Entity Certification:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

### BOX A - Currently Not a Business Entity

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
 County Commissioner/Executive Name  
 (Please Print)

\_\_\_\_\_  
 County Commissioner/Executive Signature

\_\_\_\_\_  
 Company Name (if applicable)

\_\_\_\_\_  
 Date

**Exhibit # 1 (continued)**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**Box B – Current Business Entity Status**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
County Commissioner/Executive Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
County Commissioner/Executive Business Entity Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**Exhibit # 1 (continued)**

**Affidavit of Work Authorization**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

|                                         |                            |
|-----------------------------------------|----------------------------|
| _____                                   | _____                      |
| County Commissioner/Executive Signature | Printed Name               |
| _____                                   | _____                      |
| Title                                   | Date                       |
| _____                                   | _____                      |
| E-Mail Address                          | E-Verify Company ID Number |

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, I am commissioned as a  
(DAY) (MONTH, YEAR)  
notary public commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_ and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

|                     |       |
|---------------------|-------|
| _____               | _____ |
| Signature of Notary | Date  |

**Exhibit # 1 (continued)**

**(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)**

**BOX C – Affidavit on File - Current Business Entity Status**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
County Commissioner/Executive Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
County Commissioner/Executive Business Entity Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## Exhibit # 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by 2CFR Part 180.

*(Before completing certification, read instructions for certification below)*

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of County Commissioner/Executive

---

County Commissioner/Executive Signature

---

Date

### Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT #3**

**Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

|                                                                                                                                                              |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <i>Charter Number (if applicable)</i>                                                                                                                        | <i>Company Name</i> |
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: |                     |

If your business entity is not registered, you may go to the link provided below to register:

[www.sos.mo.gov/fileonline](http://www.sos.mo.gov/fileonline)

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. General Business - section 351.572, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
2. Limited Liability Company - section 347.163.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
3. Limited Partnership - section 359.551.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
4. Non-Profit - section 355.751.2, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
5. Professional Corporation - section 356.231, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

[corporations@sos.mo.gov](mailto:corporations@sos.mo.gov) or (573) 751-4153 (toll free 866-223-6535)

## Exhibit # 4: Federal Funding Accountability and Transparency Act (FFATA) Data Form

*\*See instructions for additional information*

|                                    |  |       |  |               |  |
|------------------------------------|--|-------|--|---------------|--|
| Legal Business Name of Entity      |  |       |  |               |  |
| Doing Business As (if different)   |  |       |  |               |  |
| Street Address                     |  |       |  |               |  |
| City                               |  | State |  | Zip Code + 4* |  |
| DUNS Number*                       |  |       |  |               |  |
| Parent Organization's DUNS Number* |  |       |  |               |  |
| Principal Place of Performance*    |  |       |  |               |  |
| Contact Person's Name / Title      |  |       |  |               |  |
| Contact Person Phone Number        |  |       |  |               |  |
| Contact Person E-Mail              |  |       |  |               |  |

### Executive Compensation Information\*

*\*Complete this section if required. See instructions for additional information before completing.*

List the organization's top five most highly compensated executives for the preceding contractor fiscal year.

| Name | Amount |
|------|--------|
| 1.   |        |
| 2.   |        |
| 3.   |        |
| 4.   |        |
| 5.   |        |

### Certification:

I attest the facts stated above are true and correct.

I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public.

\_\_\_\_\_  
County Commissioner/Executive Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Instructions for Completing the FFATA Data Form**

### **Zip Code + 4**

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

### **DUNS Number**

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. See <http://fedgov.dnb.com/webform>

### **Parent Organization's DUNS Number**

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

### **Principal Place of Performance**

Complete if the primary place of performance is different than the address listed above.

### **Executive Compensation Information**

*Review the following questions to determine whether you are required to report executive compensation information.*

1. In your preceding completed fiscal year, did your business or organization receive:
  - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
  - a. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

Yes       No

*Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. Do not complete the Executive Compensation Information section of the FFATA Data Form.*

***Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.***

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? *(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/excomp.htm>*

Yes       No

*Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.*

***Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.***

### **Definitions**

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:

[https://www.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)



## **Exhibit # 5 – Assurance for Safeguarding IRS/SSA Restrictions/Penalties**

### **1. PERFORMANCE**

- 1.1 In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
  - b. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
  - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
  - d. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - e. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - f. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

### **2. CRIMINAL/CIVIL SANCTIONS**

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.
- a. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### 3. INSPECTION

- 3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

### 4. CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

#### 4.1 Performance:

- 4.1.1 In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be done under the supervision of the contractor or the contractor's employees.
  - b. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
  - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
  - d. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
  - e. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
  - f. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
  - g. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - h. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - i. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

4.2 **Criminal/Civil Sanctions:**

- 4.2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 4.2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 4.2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 4.2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

4.3 **Inspection:**

- 4.3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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Authorized Signature for the County Prosecuting Attorney

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Date



Missouri Department of Revenue
Request for Tax Clearance

Department Use Only (MM/DD/YY)

Grid for Department Use Only (MM/DD/YY)

Missouri Tax I.D. Number

Grid for Missouri Tax I.D. Number

Federal Employer I.D. Number

Grid for Federal Employer I.D. Number

Charter Number

Grid for Charter Number

- 1. Does this business have Missouri employees for which they are required to withhold Missouri taxes?
2. Do you pay contributions to the Division of Employment Security?

If there has been a change in the ownership of your business, you may need to contact Business Tax Registration at (573) 751-5860 to ensure your account is properly registered.

- Ownership options: Corporation, Partnership, Sole Proprietorship, Limited Liability Company

Business information table with fields: Name, Doing Business As Name (DBA), Mailing Address, City, State, Zip Code

- Reason(s) for Request: 1. I am completing the following transaction with the Missouri Secretary of State's Office. 2. I am completing the following transaction: 3. I require a sales or use tax Certificate of No Tax Due for the following: 4. I require a sales or use tax Vendor No Tax Due to obtain or renew a contract with the state of Missouri.

If there has been a name change for this corporation, please provide prior name.

This corporation files consolidated corporation income tax returns in Missouri. Parent Corporation Information:

Grids for Missouri Tax Identification Number and Federal Employer Identification Number

Missouri corporation franchise tax returns cannot be filed consolidated and must be filed by each corporation.

Sole Proprietorships

If individual income tax returns have been previously filed in another state, please provide a list of the states and years filed. Attach additional page(s) to this form if needed.

Your Social Security Number grid

Spouse's Social Security Number grid

All correspondence will be released to the person authorized below. Release of this information to a third party (such as an accountant) at the request of the taxpayer does not give the third party authority to request further information from the Department.

Authorization table with fields: Name of Person Authorized to Receive This Information, Title, Phone Number, Address, City, State, Zip Code, E-mail Address of Authorized Person

Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Signature table with fields: Signature of Owner or Officer, Title, Phone Number, Printed Name of Owner or Officer, Please fax the results to

Mail to: Taxation Division, P.O. Box 3666, Jefferson City, MO 65105-3666

Phone: (573) 751-9268, Fax: (573) 522-1265, E-mail: taxclearance@dor.mo.gov

Form 943 (Revised 04-2015)



15012010001

Complete this page and attach to form if Reason for Request on page 1 is #2 Office of Administration Contract Bid greater than \$1,000,000 or #4. All applicable identification numbers must be completed on page 1 in order to process your request.

Reason for Request

1. I am requesting a Vendor No Tax Due for a .....  Bid  Contract

2. Is the bid or contract for a .....  Individual  Business

Information

1. Name of agency or university that the bid or contract is with. \_\_\_\_\_

2. What service(s) or item(s) will be supplied in the bid or contract? \_\_\_\_\_

3. Does the business or individual make taxable sales to Missouri customers? .....  Yes  No

4. Does the business or individual have any affiliates (any person or entity that is controlled or under common control with the vendor) in the state of Missouri? .....  Yes  No

If yes, please list the FEIN(s) and Missouri Tax Identification Number(s). Attach a second sheet if needed. \_\_\_\_\_

5. Do any of the affiliates make taxable sales? .....  Yes  No  N/A

Comments

Large empty rectangular box for providing comments.



15012020001

**REQUEST FOR LEGISLATIVE ACTION**

FEB 3 '20 AM 11:36

**Version 6/10/19**

Completed by County Counselor's Office:

Res/Ord No.: 20370

Sponsor(s): Ronald E. Finley

Date: February 10, 2020

EXECUTIVE OFFICE

JAN 28 2020

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------|------------------------------------------------------------------|---------------------------|--------------------------------------------------------|---------------------------|--------------------------------------------------------|--------------------------|-----------------------------------------------------------|--|
| <p><b>SUBJECT</b></p>                                                                             | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: : Prosecutor – Family Support Division, County and Circuit Court’s required Child Support Enforcement Cooperative Agreement State of Missouri, Department of Social Services, Family Support</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| <p><b>BUDGET INFORMATION</b><br/> <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>                 Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):<br/>                 Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$0                       | Amount previously authorized this fiscal year:                   | \$0                       | Total amount authorized after this legislative action: | \$0                       | Amount budgeted for this item * (including transfers): | \$0                      | Source of funding (name of fund) and account code number: |  |
| Amount authorized by this legislation this fiscal year:                                           | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| Amount previously authorized this fiscal year:                                                    | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| Total amount authorized after this legislative action:                                            | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| Amount budgeted for this item * (including transfers):                                            | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| Source of funding (name of fund) and account code number:                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| <p><b>PRIOR LEGISLATION</b></p>                                                                   | <p>Prior ordinances and (date):<br/>                 Prior resolutions and (date): 17673 (2011), 18037 (2012), 17915 (2012), 18319 (2013), 19107 (2016), 19368 (2017)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| <p><b>CONTACT INFORMATION</b></p>                                                                 | <p>RLA drafted by (name, title, &amp; phone): Melissa Mauer-Smith 881-3488</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| <p><b>REQUEST SUMMARY</b></p>                                                                     | <p>RLA requests authorization for the County Executive, the Prosecuting Attorney, and the Circuit Court Administrator to execute a Child Support Cooperative Agreement with the State of Missouri for the three year period of January 1, 2020 through December 31, 2022. The Cooperative Agreement sets forth the responsibilities of all parties, and is required for Jackson County to receive reimbursement for Child Support related expenses.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| <p><b>CLEARANCE</b></p>                                                                           | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)<br/> <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)<br/> <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor’s Office)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| <p><b>COMPLIANCE</b></p>                                                                          | <p><input type="checkbox"/> MBE Goals<br/> <input type="checkbox"/> WBE Goals<br/> <input type="checkbox"/> VBE Goals</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| <p><b>ATTACHMENTS</b></p>                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| <p><b>REVIEW</b></p>                                                                              | <table border="1"> <tr> <td>Department Director:<br/><i>Melissa Mauer-Smith</i></td> <td>Date:<br/><i>1/24/2020</i></td> </tr> <tr> <td>Finance (Budget Approval):<br/><i>N/A</i><br/><i>If applicable</i></td> <td>Date:<br/><i>1/28/2020</i></td> </tr> <tr> <td>Division Manager:<br/><i>Greg M. Schultz</i></td> <td>Date:<br/><i>1/30/2020</i></td> </tr> <tr> <td>County Counselor’s Office:<br/><i>Beyan Cunniff</i></td> <td>Date:<br/><i>2/6/2020</i></td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Department Director:<br><i>Melissa Mauer-Smith</i>      | Date:<br><i>1/24/2020</i> | Finance (Budget Approval):<br><i>N/A</i><br><i>If applicable</i> | Date:<br><i>1/28/2020</i> | Division Manager:<br><i>Greg M. Schultz</i>            | Date:<br><i>1/30/2020</i> | County Counselor’s Office:<br><i>Beyan Cunniff</i>     | Date:<br><i>2/6/2020</i> |                                                           |  |
| Department Director:<br><i>Melissa Mauer-Smith</i>                                                | Date:<br><i>1/24/2020</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| Finance (Budget Approval):<br><i>N/A</i><br><i>If applicable</i>                                  | Date:<br><i>1/28/2020</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| Division Manager:<br><i>Greg M. Schultz</i>                                                       | Date:<br><i>1/30/2020</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |
| County Counselor’s Office:<br><i>Beyan Cunniff</i>                                                | Date:<br><i>2/6/2020</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                         |                           |                                                                  |                           |                                                        |                           |                                                        |                          |                                                           |  |

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
|                 |                |                       |

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

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

**A RESOLUTION** recognizing Company of Champions on its twenty-one years of service as a support and resource organization for those with disabilities and their families.

**RESOLUTION NO. 20371**, February 10, 2020

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, Company of Champions was founded by Diane Mack of Blue Springs, Missouri, to assist special needs individuals, their families, and caregivers; and,

WHEREAS, Company of Champions recently celebrated the grand opening of its new location at 1523 SW Missouri 7, Blue Springs, Missouri; and,

WHEREAS, since 1998, Company of Champions has grown as more families seek assistance in caring for family members with disabilities; and,

WHEREAS, during 2018, Company of Champions served over 9,000 individuals with disabilities and their families; and,

WHEREAS, due to the growth in demand for services, Company of Champions has expanded with multiple supports, including activities such as Bingo Night, Petunia's Baskets, Kelsey's Retreats, and the Breakfast Connection, as well as providing sources for respite care and special needs' legal assistance; and,



WHEREAS, Diane founded Company of Champions, previously called Putting Families First, after her own experiences with her daughter with multiple disabilities brought her face-to-face with the many challenges encountered trying to navigate the foreign world of disability assistance programs; and,

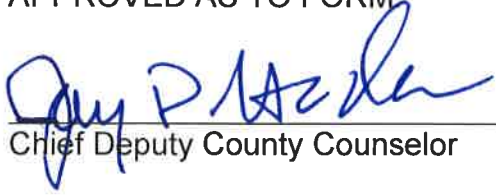
WHEREAS, many of the family members served by Company of Champions have developmental disabilities such as autism, Down syndrome, cerebral palsy, and traumatic brain injury, as well as physical disabilities; and,

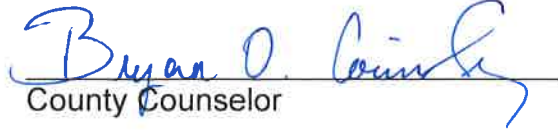
WHEREAS, Company of Champions has made a difference in the lives of numerous families in our area with its support for our residents who have encountered these challenges; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes Company of Champions for its twenty-one years of service to the Jackson County community.

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. 20371 of February 10, 2020, was duly passed on \_\_\_\_\_, 2020 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** authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with the City of Independence for the use of certain County property for a civic event, at no cost to the County.

**RESOLUTION NO. 20372**, February 10, 2020

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, the City of Independence (City) has requested the use of certain County property within the City, more specifically identified as the parking lot located at Kansas and Osage; and,

WHEREAS, the parking lot will be used for the Household Hazardous Waste Collection event scheduled for April 4, 2020; and,

WHEREAS, the Director of Public Works recommends the execution of an Intergovernmental Cooperative Agreement with specific contingencies including a certificate of liability insurance and restoration of the parking lot to its original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

WHEREAS, such an agreement is in the best interests of the health, safety and welfare 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 Intergovernmental Cooperative Agreement with the City of Independence at no cost to the County, in a form to be approved by the County Counselor.

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. 20372 of February 10, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**REQUEST FOR LEGISLATIVE ACTION**  
**EXECUTIVE OFFICE**

Completed by County Counselor's Office:


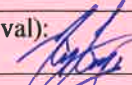
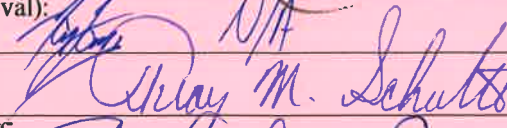

Res/Ord No.: 20372

Sponsor(s): Jalen Anderson

Date: February 10, 2020

JAN 30 2020

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-----|------------------------------------------------|-----|--------------------------------------------------------|-----|--------------------------------------------------------|-----|---------------------------------------------------------------------|--------------------------|
| <p><b>SUBJECT</b></p>                                                                             | <p>Action Requested:<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Independence Parking Lot use for the City of Independence Household Hazardous Waste event on April 4<sup>th</sup>, 2020</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| <p><b>BUDGET INFORMATION</b><br/> <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT<br/><br/>TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):<br/>         Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$0 | Amount previously authorized this fiscal year: | \$0 | Total amount authorized after this legislative action: | \$0 | Amount budgeted for this item * (including transfers): | \$0 | Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT<br><br>TO ACCT |
| Amount authorized by this legislation this fiscal year:                                           | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| Amount previously authorized this fiscal year:                                                    | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| Total amount authorized after this legislative action:                                            | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| Amount budgeted for this item * (including transfers):                                            | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| Source of funding (name of fund) and account code number; FROM / TO                               | FROM ACCT<br><br>TO ACCT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| <p><b>PRIOR LEGISLATION</b></p>                                                                   | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. 17341, 8/19/10; 17492, 2/14/11; 17817, 2/27/12; 18101, 2/19/13; 18410, 2/24/14; 18706, 2/18/15; 19403, 3/29/17; 19780, 3/19/18; 20083, 2/11/19;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| <p><b>CONTACT INFORMATION</b></p>                                                                 | <p>RLA drafted by (name, title, &amp; phone):<br/>         Courtney Henderson, Office Administrator, 881-4418</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| <p><b>REQUEST SUMMARY</b></p>                                                                     | <p>The City of Independence Water Pollution Control Department has requested permission to use the Jackson County Independence parking lot at the southeast corner of Kansas and Osage for the use of the annual Household Hazardous Waste Collection event to be held on April 4, 2020. The following stipulations will apply:</p> <ol style="list-style-type: none"> <li>1) The County will require a Certificate of Liability Insurance.</li> <li>2) The City of Independence will be responsible for returning the parking lot to its "as-good-as" condition as it was prior to the event. This will include all cleanup and any repairs needed.</li> <li>3) The parking lot will be ready for use by the County no later than 7:00 am on Monday, April 6, 2020.</li> </ol>                                                                                                                                                                                                                                                               |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |

|             |                                                                                                                                                                                                                                                                            |                 |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| CLEARANCE   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) |                 |
| ATTACHMENTS | Letter request from Lisa Phelps, Director Water Pollution Control dated January 14, 2020                                                                                                                                                                                   |                 |
| REVIEW      | Department Director: Brian Gaddie, PE                                                                                                                                                    | Date: 1.29.20   |
|             | Finance (Budget Approval):  N/A                                                                                                                                                           | Date: 1/30/2020 |
|             | Division Manager:                                                                                                                                                                        | Date: 1/30/2020 |
|             | County Counselor's Office:                                                                                                                                                               | Date: 2/6/2020  |

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
|                 |                |                       |

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



**INDEPENDENCE**  
★ WATER POLLUTION CONTROL ★

January 14, 2020

Jackson County Facilities Management  
303 W. Walnut St.  
Independence, MO 64050  
Attn: Courtney Henderson

The City of Independence will once again be sponsoring a collection for household hazardous wastes this year. The event will be held on Saturday, April 4<sup>th</sup>. We are requesting the use of Jackson County's parking lot at Kansas and Osage streets for control and flow of vehicles coming to the collection. The actual unloading of vehicles and handling of waste will be on the Independence side of the vacant lot.

Liability insurance coverage certificates will be provided to our environmental contractor and I will send a copy to you as soon as I receive them. In the meantime, I would like to obtain your permission for use of the lot so we can proceed with planning of the event.

Please provide a letter granting permission to use the parking lot for the date of April 4, 2020. Thank you for your cooperation and assistance in the past. If you have any question, please call Jennifer Kim at 325-7727 or myself at 325-7440.

Sincerely,

Lisa Phelps, Director  
Water Pollution Control



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

**A RESOLUTION** authorizing the County Executive to execute Cooperative Agreements with certain outside agencies that provide public health-related and other public services to citizens of Jackson County, at an aggregate cost to the County not to exceed \$3,000,000.00.

**RESOLUTION NO. 20373**, February 10, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the 2020 County budget contains appropriations for outside agency funding for various public health purposes, at an aggregate cost to the County not to exceed \$3,000,000.00; and,

WHEREAS, the Legislative Auditor has recommended that the County Executive be authorized to execute Cooperative Agreements with the following agencies in the respective amounts indicated:

| <b><u>AGENCY</u></b>                         | <b><u>AMOUNT</u></b> |
|----------------------------------------------|----------------------|
| After the Harvest                            | \$ 20,000.00         |
| Bishop Sullivan Center                       | 30,000.00            |
| Calvary Community Outreach                   | 43,000.00            |
| Care Center dba Swope Ridge Geriatric Center | 100,000.00           |
| Community Services League                    | 30,000.00            |
| First Call                                   | 198,385.00           |
| Footprints                                   | 30,000.00            |
| Foster Adopt Connect                         | 20,000.00            |
| Giving the Basics                            | 50,000.00            |
| Happy Bottoms                                | 15,000.00            |
| Harvesters                                   | 75,000.00            |
| Healing House                                | 67,200.00            |
| Journey to New Life                          | 30,000.00            |
| KC CARE Clinic - General Medicine & Dental   | 159,544.00           |
| KC CARE Clinic - AIDS Services               | 60,000.00            |
| Lee's Summit CARES                           | 14,375.00            |

|                                                                                 |                  |
|---------------------------------------------------------------------------------|------------------|
| Midwest Music Foundation                                                        | 20,000.00        |
| MOCSA                                                                           | 30,000.00        |
| Northwest CDC                                                                   | 75,000.00        |
| One Good Meal                                                                   | 50,000.00        |
| Operation Breakthrough –Food Assistance                                         | 10,173.00        |
| Operation Breakthrough – Parental & Family Therapy                              | 18,971.00        |
| Operation Breakthrough – Speech Therapy                                         | 40,856.00        |
| Palestine Senior Citizen's Activity Center                                      | 120,000.00       |
| River of Refuge                                                                 | 92,300.00        |
| Rose Brooks                                                                     | 10,000.00        |
| Samuel U. Rodgers Health Center – Community Healthcare<br>Access and Engagement | 407,488.00       |
| Samuel U. Rodgers Health Center – Cabot Clinic Program                          | 72,000.00        |
| Seton Center                                                                    | 35,000.00        |
| Sheffield Place                                                                 | 15,000.00        |
| Swope Health Services – Chronic Disease                                         | 87,463.00        |
| Swope Health Services – Healthcare for the Homeless                             | 244,771.00       |
| Swope Health Services – Low Birth Weight                                        | 84,639.00        |
| Swope Health Services – Mental Health Court                                     | 29,341.00        |
| Union Station- Science City                                                     | 58,000.00        |
| United Inner City Services                                                      | 415,744.00       |
| Westside CAN                                                                    | 42,500.00        |
| Whatsoever Community Center                                                     | 38,250.00        |
| Working Families Friend                                                         | <u>60,000.00</u> |
| TOTAL                                                                           | \$ 3,000,000.00  |

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Cooperative Agreements with the specified agencies, in the respective amounts indicated, in forms 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 payment on the agreements.

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. 20373 of February 10, 2020, was duly passed on \_\_\_\_\_, 2020 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 5023 56789  
ACCOUNT TITLE:        Health Fund  
                                  Westside CAN  
                                  Outside Agency Funding  
NOT TO EXCEED:        \$42,500.00

ACCOUNT NUMBER      002 7601 56789  
ACCOUNT TITLE:        Health Fund  
                                  Swope Health Services  
                                  Outside Agency Funding  
NOT TO EXCEED:        \$446,214.00

ACCOUNT NUMBER 002 7605 56789  
ACCOUNT TITLE: Health Fund  
KC CARE Clinic - Dental  
Outside Agency Funding  
NOT TO EXCEED: \$159,544.00

ACCOUNT NUMBER 002 7606 56789  
ACCOUNT TITLE: Health Fund  
Journey to New Life  
Outside Agency Funding  
NOT TO EXCEED: \$30,000.00

ACCOUNT NUMBER 002 7704 56789  
ACCOUNT TITLE: Health Fund  
KC CARE Clinic - AIDS  
Outside Agency Funding  
NOT TO EXCEED: \$60,000.00

ACCOUNT NUMBER 002 7706 56789  
ACCOUNT TITLE: Health Fund  
One Good Meal  
Outside Agency Funding  
NOT TO EXCEED: \$50,000.00

ACCOUNT NUMBER 002 7707 56789  
ACCOUNT TITLE: Health Fund  
Calvary Community Outreach Network  
Outside Agency Funding  
NOT TO EXCEED: \$43,000.00

ACCOUNT NUMBER 002 7711 56789  
ACCOUNT TITLE: Health Fund  
Community Services League  
Outside Agency Funding  
NOT TO EXCEED: \$30,000.00

ACCOUNT NUMBER 002 7713 56789  
ACCOUNT TITLE: Health Fund  
Samuel Rogers Health Center  
Outside Agency Funding  
NOT TO EXCEED: \$479,488.00

ACCOUNT NUMBER 002 7716 56789  
ACCOUNT TITLE: Health Fund  
MOCSA - Metro Org to Counter Sexual Asslt  
Outside Agency Funding  
NOT TO EXCEED: \$30,000.00

ACCOUNT NUMBER 002 7718 56789  
ACCOUNT TITLE: Health Fund  
Rose Brooks  
Outside Agency Funding  
NOT TO EXCEED: \$10,000.00

ACCOUNT NUMBER 002 7731 56789  
ACCOUNT TITLE: Health Fund  
Palestine Senior Citizen Academy  
Outside Agency Funding  
NOT TO EXCEED: \$120,000.00

ACCOUNT NUMBER 002 7736 56789  
ACCOUNT TITLE: Health Fund  
United Inner City Services  
Outside Agency Funding  
NOT TO EXCEED: \$415,744.00

ACCOUNT NUMBER 002 7742 56789  
ACCOUNT TITLE: Health Fund  
Northwest CDC  
Outside Agency Funding  
NOT TO EXCEED: \$75,000.00

ACCOUNT NUMBER 002 7743 56789  
ACCOUNT TITLE: Health Fund  
Operation Breakthrough  
Outside Agency Funding  
NOT TO EXCEED: \$70,000.00

ACCOUNT NUMBER 002 7750 56789  
ACCOUNT TITLE: Health Fund  
Swope Ridge Geriatric Center  
Outside Agency Funding  
NOT TO EXCEED: \$100,000.00

ACCOUNT NUMBER 002 7759 56789  
ACCOUNT TITLE: Health Fund  
Underpriv Children/Scholar -Science City  
Outside Agency Funding  
NOT TO EXCEED: \$58,000.00

ACCOUNT NUMBER 002 7769 56789  
ACCOUNT TITLE: Health Fund  
River of Refuge  
Outside Agency Funding  
NOT TO EXCEED: \$92,300.00

ACCOUNT NUMBER 002 7771 56789  
ACCOUNT TITLE: Health Fund  
Giving the Basics  
Outside Agency Funding  
NOT TO EXCEED: \$50,000.00

ACCOUNT NUMBER 002 7772 56789  
ACCOUNT TITLE: Health Fund  
Happy Bottoms  
Outside Agency Funding  
NOT TO EXCEED: \$15,000.00

ACCOUNT NUMBER 002 7774 56789  
ACCOUNT TITLE: Health Fund  
Sheffield Place  
Outside Agency Funding  
NOT TO EXCEED: \$15,000.00

ACCOUNT NUMBER 002 7775 56789  
ACCOUNT TITLE: Health Fund  
Foster Adopt Connect  
Outside Agency Funding  
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER 002 7778 56789  
ACCOUNT TITLE: Health Fund  
MidWest Music Foundation  
Outside Agency Funding  
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER 002 7779 56789  
ACCOUNT TITLE: Health Fund  
Bishop Sullivan Center  
Outside Agency Funding  
NOT TO EXCEED: \$30,000.00

ACCOUNT NUMBER 002 7784 56789  
ACCOUNT TITLE: Health Fund  
Whatsoever Comm. Center  
Outside Agency Funding  
NOT TO EXCEED: \$38,250.00

ACCOUNT NUMBER 002 7790 56789  
ACCOUNT TITLE: Health Fund  
Working Families Friend  
Outside Agency Funding  
NOT TO EXCEED: \$60,000.00

ACCOUNT NUMBER 002 7793 56789  
ACCOUNT TITLE: Health Fund  
Lee's Summit Cares  
Outside Agency Funding  
NOT TO EXCEED: \$14,375.00

ACCOUNT NUMBER 002 7903 56789  
ACCOUNT TITLE: Health Fund  
Seton Center  
Outside Agency Funding  
NOT TO EXCEED: \$35,000.00

ACCOUNT NUMBER 002 7907 56789  
ACCOUNT TITLE: Health Fund  
First Call  
Outside Agency Funding  
NOT TO EXCEED: \$198,385.00

ACCOUNT NUMBER 002 7908 56789  
ACCOUNT TITLE: Health Fund  
Healing House  
Outside Agency Funding  
NOT TO EXCEED: \$67,200.00

ACCOUNT NUMBER 002 7912 56789  
ACCOUNT TITLE: Health Fund  
After the Harvest  
Outside Agency Funding  
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER 002 7913 56789  
ACCOUNT TITLE: Health Fund  
Foot Prints  
Outside Agency Funding  
NOT TO EXCEED: \$30,000.00

ACCOUNT NUMBER 002 8002 56789  
ACCOUNT TITLE: Health Fund  
Harvesters  
Outside Agency Funding  
NOT TO EXCEED: \$75,000.00

2/6/2020  
Date

  
Chief Administrative Officer



**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:  
 Res/Ord No.: 20373  
 Sponsor(s): Crystal Williams  
 Date: February 10, 2020

|                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
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| <b>SUBJECT</b>                                                                           | Action Requested<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance<br><br>Project/Title: <b>A RESOLUTION</b> authorizing the County Executive to execute Cooperative Agreements with certain outside agencies at an aggregate cost to the County not to exceed \$3,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                         |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| <b>BUDGET INFORMATION</b><br><i>To be completed By Requesting Department and Finance</i> | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$3,000,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$3,000,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$3,000,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM/TO</td> <td style="text-align: right;">*See Below*</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>                 Department: _____ Estimated Use: \$ _____<br/>                 Prior Year Budget (if applicable): \$3,302,677<br/>                 Prior Year Actual Amount Spent (if applicable): pending 2019 contracts being closed out by Finance</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Amount authorized by this legislation this fiscal year: | \$3,000,000 | Amount previously authorized this fiscal year: | \$0                    | Total amount authorized after this legislative action: | \$3,000,000   | Amount budgeted for this item * (including transfers): | \$3,000,000 | Source of funding (name of fund) and account code number; FROM/TO | *See Below*                                  |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Amount authorized by this legislation this fiscal year:                                  | \$3,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Amount previously authorized this fiscal year:                                           | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                         |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Total amount authorized after this legislative action:                                   | \$3,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Amount budgeted for this item * (including transfers):                                   | \$3,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Source of funding (name of fund) and account code number; FROM/TO                        | *See Below*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| <b>PRIOR LEGISLATION</b>                                                                 | Prior ordinances and (date): Ordinance 5292 – 2020 Budget 12/16/2019<br>Prior resolutions and (date): Resolution 20113 3/25/2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                         |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| <b>CONTACT INFORMATION</b>                                                               | RLA drafted by (name, title, & phone Cindy Wallace, Sr. Asst. Auditor (816) 881-3312                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                         |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| <b>REQUEST SUMMARY</b>                                                                   | <p>Request for legislative action to authorize the County Executive to execute Cooperative Agreements with certain outside agencies allocated funding by the Legislature with the adoption of Ordinance 5292 for the 2020 Budget.</p> <p>All agencies below submitted an application requesting funding through the online outside agency portal by the October 31, 2019 deadline with the required documents properly submitted and vetted in the application process. The application process was posted on the county's website and open for 45 days. The Legislature held Outside Agency Hearings on December 2, 2019 for agencies that met the application requirements.</p> <p>All agencies allocated funding for 2020 have met the county's liability insurance requirement and have obtained tax clearance for taxes due/exempted December 31, 2019 per Jackson County Code, Chapter 10, Section 1003. Outside Agencies previously funded in 2019 must close out their 2019 contract with the Finance Department including all quarterly reimbursement reports and final payments, documentation and annual report as received and approved by the Finance Department before proceeding with a 2020 contract. The Finance Department will send notification to the County Counselor to begin drafting the 2020 agency contract once the 2019 contracts are closed out and complete.</p> <p>Below lists the <b>33</b> outside agencies allocated funding by the Legislature with the adoption of the 2020 Budget.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>After The Harvest</td> <td style="text-align: right;">20,000</td> <td style="text-align: right;">002-7912-6789</td> </tr> <tr> <td>Bishop Sullivan Center</td> <td style="text-align: right;">30,000</td> <td style="text-align: right;">002-7779-6789</td> </tr> <tr> <td>Calvary Community Outreach Network</td> <td style="text-align: right;">43,000</td> <td style="text-align: right;">002-7707-6789</td> </tr> <tr> <td>Care Center dba Swope Ridge Geriatric Center</td> <td style="text-align: right;">100,000</td> <td style="text-align: right;">002-7750-6789</td> </tr> <tr> <td>Community Services League</td> <td style="text-align: right;">30,000</td> <td style="text-align: right;">002-7711-6789</td> </tr> <tr> <td>First Call</td> <td style="text-align: right;">198,385</td> <td style="text-align: right;">002-7907-6789</td> </tr> <tr> <td>Footprints</td> <td style="text-align: right;">30,000</td> <td style="text-align: right;">002-7913-6789</td> </tr> <tr> <td>Foster Adopt Connect</td> <td style="text-align: right;">20,000</td> <td style="text-align: right;">002-7775-6789</td> </tr> <tr> <td>Giving the Basics</td> <td style="text-align: right;">50,000</td> <td style="text-align: right;">002-7771-6789</td> </tr> </table> | After The Harvest                                       | 20,000      | 002-7912-6789                                  | Bishop Sullivan Center | 30,000                                                 | 002-7779-6789 | Calvary Community Outreach Network                     | 43,000      | 002-7707-6789                                                     | Care Center dba Swope Ridge Geriatric Center | 100,000 | 002-7750-6789 | Community Services League | 30,000 | 002-7711-6789 | First Call | 198,385 | 002-7907-6789 | Footprints | 30,000 | 002-7913-6789 | Foster Adopt Connect | 20,000 | 002-7775-6789 | Giving the Basics | 50,000 | 002-7771-6789 |
| After The Harvest                                                                        | 20,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 002-7912-6789                                           |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Bishop Sullivan Center                                                                   | 30,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 002-7779-6789                                           |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Calvary Community Outreach Network                                                       | 43,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 002-7707-6789                                           |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Care Center dba Swope Ridge Geriatric Center                                             | 100,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 002-7750-6789                                           |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Community Services League                                                                | 30,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 002-7711-6789                                           |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| First Call                                                                               | 198,385                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 002-7907-6789                                           |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Footprints                                                                               | 30,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 002-7913-6789                                           |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Foster Adopt Connect                                                                     | 20,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 002-7775-6789                                           |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |
| Giving the Basics                                                                        | 50,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 002-7771-6789                                           |             |                                                |                        |                                                        |               |                                                        |             |                                                                   |                                              |         |               |                           |        |               |            |         |               |            |        |               |                      |        |               |                   |        |               |

|                                                     |                    |               |
|-----------------------------------------------------|--------------------|---------------|
| Happy Bottoms                                       | 15,000             | 002-7772-6789 |
| Harvesters                                          | 75,000             | 002-8002-6789 |
| Healing House                                       | 67,200             | 002-7908-6789 |
| Journey to New Life                                 | 30,000             | 002-7606-6789 |
| KC CARE Clinic – General Medicine & Dental          | 159,544            | 002-7605-6789 |
| KC CARE Clinic – AIDS Service                       | 60,000             | 002-7704-6789 |
| Lee’s Summit Cares                                  | 14,375             | 002-7793-6789 |
| Midwest Music Foundation                            | 20,000             | 002-7778-6789 |
| MOCSA                                               | 30,000             | 002-7716-6789 |
| Northwest CDC                                       | 75,000             | 002-7742-6789 |
| One Good Meal                                       | 50,000             | 002-7706-6789 |
| Operation Breakthrough – Food Assistance            | 10,173             | 002-7743-6789 |
| Operation Breakthrough – Prenatal & Family Therapy  | 18,971             | 002-7743-6789 |
| Operation Breakthrough – Speech Therapy             | 40,856             | 002-7743-6789 |
| Palestine Senior Citizens Center                    | 120,000            | 002-7731-6789 |
| River of Refuge                                     | 92,300             | 002-7769-6789 |
| Rose Brooks                                         | 10,000             | 002-7718-6789 |
| Samuel U. Rodgers Health Center                     | 407,488            | 002-7713-6789 |
| Samuel U. Rodgers Health Center                     | 72,000             | 002-7713-6789 |
| Seton Center                                        | 35,000             | 002-7903-6789 |
| Sheffield Place                                     | 15,000             | 002-7774-6789 |
| Swope Health Services – Chronic Disease             | 87,463             | 002-7601-6789 |
| Swope Health Services – Healthcare for the Homeless | 244,771            | 002-7601-6789 |
| Swope Health Services – Low Birth Weight            | 84,639             | 002-7601-6789 |
| Swope Health Services – Mental Health Court         | 29,341             | 002-7601-6789 |
| Union Station                                       | 58,000             | 002-7759-6789 |
| United Inner City Services                          | 415,744            | 002-7736-6789 |
| Westside CAN                                        | 42,500             | 002-5023-6789 |
| Whatever Community Center                           | 38,250             | 002-7784-6789 |
| Working Families Friend                             | 60,000             | 002-7790-6789 |
| <b>TOTAL</b>                                        | <b>\$3,000,000</b> |               |

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                               |                        |                                                                       |                       |                                              |                        |                                                 |                       |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------|-----------------------------------------------------------------------|-----------------------|----------------------------------------------|------------------------|-------------------------------------------------|-----------------------|
| CLEARANCE                                                             | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor’s Office)                                                                                                                                                                                                                                               |                                               |                        |                                                                       |                       |                                              |                        |                                                 |                       |
| ATTACHMENTS                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                               |                        |                                                                       |                       |                                              |                        |                                                 |                       |
| REVIEW                                                                | <table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Department Director: <i>Crissey Wooderson</i></td> <td style="width: 30%;">Date: <i>1.29.2020</i></td> </tr> <tr> <td>Finance (Budget Approval):<br/><i>If applicable</i> <i>[Signature]</i></td> <td>Date: <i>2/4/2020</i></td> </tr> <tr> <td>Division Manager: <i>Theresa Cass Galvin</i></td> <td>Date: <i>1-30-2020</i></td> </tr> <tr> <td>County Counselor’s Office: <i>Bryan Council</i></td> <td>Date: <i>2/6/2020</i></td> </tr> </table> | Department Director: <i>Crissey Wooderson</i> | Date: <i>1.29.2020</i> | Finance (Budget Approval):<br><i>If applicable</i> <i>[Signature]</i> | Date: <i>2/4/2020</i> | Division Manager: <i>Theresa Cass Galvin</i> | Date: <i>1-30-2020</i> | County Counselor’s Office: <i>Bryan Council</i> | Date: <i>2/6/2020</i> |
| Department Director: <i>Crissey Wooderson</i>                         | Date: <i>1.29.2020</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                               |                        |                                                                       |                       |                                              |                        |                                                 |                       |
| Finance (Budget Approval):<br><i>If applicable</i> <i>[Signature]</i> | Date: <i>2/4/2020</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                               |                        |                                                                       |                       |                                              |                        |                                                 |                       |
| Division Manager: <i>Theresa Cass Galvin</i>                          | Date: <i>1-30-2020</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                               |                        |                                                                       |                       |                                              |                        |                                                 |                       |
| County Counselor’s Office: <i>Bryan Council</i>                       | Date: <i>2/6/2020</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                               |                        |                                                                       |                       |                                              |                        |                                                 |                       |

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_

- Funds sufficient for this appropriation are available from the source indicated below.

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
|                 |                |                       |

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

### Fiscal Note:

This expenditure was included in the Annual Budget.

PC# \_\_\_\_\_

Date: January 31, 2020

RES # 20373

| Department / Division                          | Character/Description        | Not to Exceed |
|------------------------------------------------|------------------------------|---------------|
| <b>002 Health Fund</b>                         |                              |               |
| 5023 Westside CAN                              | 56789 Outside Agency Funding | 42,500        |
| 7601 Swope Health Services                     | 56789 Outside Agency Funding | 446,214       |
| 7605 KC CARE Clinic - Dental                   | 56789 Outside Agency Funding | 159,544       |
| 7606 Journey to New Life                       | 56789 Outside Agency Funding | 30,000        |
| 7704 KC CARE Clinic - AIDS                     | 56789 Outside Agency Funding | 60,000        |
| 7706 One Good Meal                             | 56789 Outside Agency Funding | 50,000        |
| 7707 Calvary Comm Outreach Network             | 56789 Outside Agency Funding | 43,000        |
| 7711 Community Services League                 | 56789 Outside Agency Funding | 30,000        |
| 7713 Samuel Rogers Health Center               | 56789 Outside Agency Funding | 479,488       |
| 7716 MOCSA - Metro Org to Counter Sexual Asslt | 56789 Outside Agency Funding | 30,000        |
| 7718 Rose Brooks                               | 56789 Outside Agency Funding | 10,000        |
| 7731 Palestine Senior Citizen Academy          | 56789 Outside Agency Funding | 120,000       |
| 7736 United Inner City Services                | 56789 Outside Agency Funding | 415,744       |
| 7742 Northwest CDC                             | 56789 Outside Agency Funding | 75,000        |
| 7743 Operation Breakthrough                    | 56789 Outside Agency Funding | 70,000        |
| 7750 Swope Ridge Geriatric Center              | 56789 Outside Agency Funding | 100,000       |
| 7759 Underpriv Children/Scholar- Science City  | 56789 Outside Agency Funding | 58,000        |
| 7769 River of Refuge - Transitional Housing    | 56789 Outside Agency Funding | 92,300        |
| 7771 Giving the Basics                         | 56789 Outside Agency Funding | 50,000        |
| 7772 Happy Bottoms                             | 56789 Outside Agency Funding | 15,000        |
| 7774 Sheffield Place                           | 56789 Outside Agency Funding | 15,000        |
| 7775 Foster Adopt Connect                      | 56789 Outside Agency Funding | 20,000        |
| 7778 MidWest Music Foundation                  | 56789 Outside Agency Funding | 20,000        |
| 7779 Bishop Sullivan Center                    | 56789 Outside Agency Funding | 30,000        |
| 7784 Whatsoever Comm. Center                   | 56789 Outside Agency Funding | 38,250        |
| 7790 Working Families Friend                   | 56789 Outside Agency Funding | 60,000        |
| 7793 Lee's Summit Cares                        | 56789 Outside Agency Funding | 14,375        |
| 7903 Seton Center                              | 56789 Outside Agency Funding | 35,000        |
| 7907 First Call                                | 56789 Outside Agency Funding | 198,385       |
| 7908 Healing House                             | 56789 Outside Agency Funding | 67,200        |
| 7912 After the Harvest                         | 56789 Outside Agency Funding | 20,000        |
| 7913 Footprints                                | 56789 Outside Agency Funding | 30,000        |
| 8002 Harvesters                                | 56789 Outside Agency Funding | 75,000        |

\$ 3,000,000

  
Budget Office

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

**A RESOLUTION** accepting the final report on the Classification and Compensation Study for Jackson County, Missouri, by Evergreen Solutions, LLC, and authorizing the County administration and elected officials to take any actions necessary to implement the report's recommendations.

**RESOLUTION NO. 20374**, February 10, 2020

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

WHEREAS, by Resolution 20104, dated March 11, 2019, the Legislature did award a contract to Evergreen Solutions, LLC, of Tallahassee, FL, to perform a compensation study relating to all County associates; and,

WHEREAS, this study was primarily designed to focus on internal and external equity of both the structure by which employees are compensated as well as the way positions relate and compare to one another across the County; and,

WHEREAS, Evergreen has completed the study, which makes recommendations regarding new salary ranges for all County positions and the proper placement of all County associates within those ranges; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the final report of Evergreen Solutions be and hereby is accepted; and,

BE IT FURTHER RESOLVED that the County administration and elected officials be and hereby are authorized to take all actions necessary to implement the report's recommendations.

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. 20374 of February 10, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**REQUEST FOR LEGISLATIVE ACTION**

**Version 6/10/19**

Completed by County Counselor's Office:

Res/Ord No.: 20374

Sponsor(s): Theresa Galvin

Date: February 10, 2020

|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------|----|------------------------------------------------|--|--------------------------------------------------------|----|--------------------------------------------------------|----|-----------------------------------------------------------|----|
| SUBJECT                                                                           | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: A resolution accepting the Final Report on the Classification and Compensation Study for Jackson County, Missouri by Evergreen Solutions, LLC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| BUDGET INFORMATION<br><i>To be completed By Requesting Department and Finance</i> | <table border="1" data-bbox="316 556 1453 745"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td style="text-align: right;">\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>                 Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____<br/>                 Prior Year Actual Amount Spent (if applicable): _____</p> |                                                | Amount authorized by this legislation this fiscal year: | \$ | Amount previously authorized this fiscal year: |  | Total amount authorized after this legislative action: | \$ | Amount budgeted for this item * (including transfers): | \$ | Source of funding (name of fund) and account code number: | \$ |
| Amount authorized by this legislation this fiscal year:                           | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| Amount previously authorized this fiscal year:                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| Total amount authorized after this legislative action:                            | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| Amount budgeted for this item * (including transfers):                            | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| Source of funding (name of fund) and account code number:                         | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| PRIOR LEGISLATION                                                                 | Prior ordinances and (date): _____<br>Prior resolutions and (date): 20104, 3/11/19; _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| CONTACT INFORMATION                                                               | RLA drafted by (name, title, & phone): Ashley Burke, Executive Assistant, 816-881-3449                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| REQUEST SUMMARY                                                                   | <p>Accepting the Final Report on the Classification and Compensation Study for Jackson County, Missouri by Evergreen Solutions, LLC and Directing the County Executive to fully implement the compensation study for all County Associates and as budgeted for in the current FY 2020 Jackson County budget.</p> <p>In May 2019, Evergreen Solutions was retained by Jackson County to conduct a Classification and Compensation Study. This study was primarily designed to focus on internal and external equity of both the structure by which employees are compensated as well as the way positions relate and compare to one another across the county.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| CLEARANCE                                                                         | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| COMPLIANCE                                                                        | <input type="checkbox"/> MBE Goals<br><input type="checkbox"/> WBE Goals<br><input type="checkbox"/> VBE Goals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| ATTACHMENTS                                                                       | Final Report and Solution <del>to</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |
| REVIEW                                                                            | Department Director: <i>Duane M. Schultz</i><br>Finance (Budget Approval): <i>N/A Mary Rasmussen</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Date: <i>2-5-2020</i><br>Date: <i>2/5/2020</i> |                                                         |    |                                                |  |                                                        |    |                                                        |    |                                                           |    |



|                            |                           |                       |
|----------------------------|---------------------------|-----------------------|
| <i>If applicable</i>       |                           |                       |
| Division Manager:          | <i>Christy M. Schultz</i> | Date: <i>2-6-2020</i> |
| County Counselor's Office: | <i>Byron County</i>       | Date: <i>2/6/2020</i> |

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
|                 |                |                       |

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

# Classification and Compensation Study for Jackson County, Missouri

## FINAL REPORT



Evergreen Solutions, LLC

February 6, 2020

## Chapter 1 – Introduction

In May 2019, Evergreen Solutions was retained by Jackson County to conduct a Classification and Compensation Study. This study is primarily designed to focus on internal and external equity of both the structure by which employees are compensated as well as the way positions relate and compare to one another across the county.

Internal equity relates to the fairness of an organization's compensation practices among its current employees. Specifically, by reviewing the skills, capabilities, and duties of each position, it can be determined whether similar positions are being compensated in a similar manner within the organization. The classification component of this study is aimed at resolving any inconsistencies related to job requirements and providing some clarity to the plan in place.

External equity deals with the differences between how a county's classifications are valued and what compensation is available in the market place for the same skills, capabilities, and duties.

As part of the study, Evergreen Solutions was tasked with:

- collecting and reviewing current environmental data present in Jackson County;
- reviewing job descriptions and obtaining job analysis questionnaires from employees;
- conducting market salary and benefits surveys;
- providing feedback to Jackson County regarding current market competitiveness;
- conducting a classification analysis to assess internal equity and the efficiency of the current classification plan;
- developing strategic positioning recommendations using market data and best practices;
- developing compensation structure and implementation cost recommendations for Jackson County; and
- developing and submitting draft and final reports summarizing findings and recommendations.



## 1.1 STUDY METHODOLOGY

Evergreen Solutions combines qualitative as well as quantitative data analysis to produce an equitable solution in order to maximize the fairness and competitiveness of an organization's compensation structure and practices. Project activities include:

- conducting a project kick-off meeting;
- conducting orientation sessions with employees;
- facilitating employee focus group sessions with employees;
- conducting salary and benefits surveys;
- developing recommendations for compensation management;
- revising job descriptions and FLSA;
- developing detailed implementation recommendations; and
- crafting the draft and final reports.

### **Kickoff Meeting**

The kickoff meeting provides an opportunity to discuss the history of the organization, finalize the work plan, and begin the data collection process. Data collection of relevant background material (including existing pay plans, organization charts, policies, procedures, training materials, job descriptions, and other pertinent material) is part of this process.

### **Orientation Sessions and Focus Groups**

The orientation sessions are designed to brief employees and supervisors on the purpose and major processes of the study. These sessions are intended to address any questions and resolve any misconceptions about the study and relevant tasks. During focus groups, employees are asked about their experience with Jackson County and to identify any concerns they have about compensation or classification. This information provides some basic perceptual background as well as a starting point for the research process.

### **Salary and Benefits Surveys**

The external market is defined as identified peers that have similar characteristics, demographics, and service offerings as the target organization. Benchmark positions were identified and included a large cross-section of classified positions in the County. Once the target and benchmark information was finalized, a survey tool was created to solicit salary information from each of the peer organizations. A benefits survey was also conducted. When the results were received, the data were analyzed, cleaned, and entered to provide aggregate findings.



## Job Questionnaire and Regression

Although market data are imperative for determining pay grade value for job titles, it is not the only factor that contributes to recommended placement. In addition to collecting market data, job questionnaire data were used to slot positions. Evergreen's Job Assessment Tool (JAT) is administered to all employees during the study, and is available to all employees for a four-week period to allow ample participation. The JAT provided a score for each County job title. This score is used to determine hierarchy and value of all job titles based on each ones complexities.

Paired with market data through regression analysis, JAT scores normalize market classification values within the context of the County's existing hierarchy and value of positions. The process of regression analysis essentially determines the market dollar value associated with every JAT point. At the most basic level, multiplying each classification's JAT score by this market dollar value produces a predicted midpoint value which provides the best estimate for each position's midpoint value. This process can result in both positive and negative gaps between the raw market value of a position and its recommended placement; and in some cases the variance is significant. This analysis provides direction for preliminarily slotting positions only.

Additional adjustments are generally made to account for positions with high turnover—to maintain existing hierarchy, as appropriate, and to account for the County's understanding and knowledge of each position which cannot be captured using the JAT or through market data.

## Solution Creation – Salary Schedule and Transition Costing

Solution creation follows agreement on the structure of the compensation and classification system. During this phase, desired range spreads (distance from minimum to maximum) and midpoint progressions (distance from the midpoint of one pay grade to the next) are established. In addition, job titles are determined that best reflect the roles and responsibilities of each position. With the pay tables and job titles established, jobs can be slotted into the proposed pay grade structure using market data and feedback from Human Resources staff in Jackson County.

As part of the study, the County identifies its desired market position and compensation philosophy. Subsequently, the pay plan and job slotting within the system can be adjusted to account for this desired position in the market.

The final step in the creation of the solution is to identify the costs associated with each step of the analysis. The data from the job slotting are applied to the individual incumbents in the organization. This allows the County to view the total costs associated with the structural changes. Information is then provided to the County on various ways to implement the proposed structure and possible adjustments that can be made to address any remaining issues.



## 1.2 REPORT ORGANIZATION

This report includes the following six chapters:

- Chapter 1 – Introduction
- Chapter 2 – Summary of Employee Outreach
- Chapter 3 - Assessment of Current Conditions
- Chapter 4 – Market Survey Summary
- Chapter 5 – Benefits Survey Summary
- Chapter 6 – Recommendations



## Chapter 2 - Summary of Employee Outreach

On June 17-19, 2019, the Evergreen Solutions Team conducted a series of 11 orientation sessions and 25 focus group sessions with Jackson County, MO (County) employees representing a cross section of departments and classifications as well as management levels.

The Evergreen Solutions Team conducted the 11 employee orientations at locations throughout Jackson County. The orientation sessions were attended by about 200 employees. Orientation sessions were voluntary for all employees and generally lasted 45-50 minutes. They included a brief overview of the study and a detailed walk-through of the Job Assessment Tool (JAT) process which all employees were asked to complete online. In addition, Jackson County placed a video of one of the orientation sessions on the County's website for employees who were unable to attend; the video link was also emailed to all staff.

Over this three-day period, approximately 300 individuals attended one of the 25 scheduled focus group sessions. The objective of the focus groups was to collect feedback on strengths and weaknesses of the current compensation and benefit plans directly from the employees. Focus groups lasted for approximately 45-60 minutes.

The remainder of this chapter summarizes the comments made by focus group participants. It is important to note that the views shared in this summary are not necessarily supported by Evergreen Solutions nor Jackson County. Evergreen, however, used this information as a basis for further investigation throughout the course of the study. In all instances, Evergreen has removed any information that may identify the commenter.

Comments and feedback have been organized into the following five sections:

- 2.1 General Feedback
- 2.2 Compensation
- 2.3 Classification
- 2.4 Benefits
- 2.5 Summary

### 2.1 GENERAL FEEDBACK

Although the purpose of the focus group sessions was to discuss compensation, classification, and benefits, the first two questions asked by Evergreen consultants generally received feedback related to issues beyond these two topics. In some cases, even questions related specifically to compensation and classification yielded feedback outside of these

domains. This section provides feedback received unrelated to compensation and classification, per se, but important to framing the context in which this study is occurring.

Important factors frequently shared by employees as reasons for coming to work for and/or remaining with Jackson County included:

- **Medical Benefits** – Medical expenses were often expressed in focus groups as a reason for deciding where to apply for work. Employees stated that quality medical insurance is vital for their family’s well-being. Most respondents stated that a good benefits package is equal in importance to a good starting salary.
- **Workforce Operations** – Most employees stated that they enjoy their co-workers and appreciate each other’s work output. They also said that their supervisors are usually receptive for ideas to improve their working environment and feel their supervisors appreciate their daily work effort.
- **Work Time** – The County’s compensation time off is helpful for family issues that arise unexpectedly along with planning for children’s activities; this is considered a very important benefit to employees.
- **Military Experience** – Many employees in law enforcement classifications are thankful that the County appreciated their former military service and credited them for their military experience when negotiating their starting salary.
- **Retirement Package** – The retirement package is vital for retaining employees and hiring quality people. Employees are very aware that they are living longer and it is important to plan far in advance for their retirement years.
- **Tuition Assistance** – Many employees have used or are currently using the County’s Tuition Assistance Program. Most of them are using the additional education to improve their possibility for advancement, while others used this benefit for personal achievement.
- **Advancement Opportunities** – Law enforcement staff stated there is a good program in place for advancement. They know that training programs and years in rank are the requirements for career progression along with timely and quality work output.

The most common concerns expressed in focus groups are cited below:

- **COLA Increases** – The retirement package offered is not adjusted often enough to account for the increases in cost of living. There should be a requirement that every one or two years, a study of the local area cost of living expenses be conducted and corresponding changes be factored into determining future retirement accounts.
- **Low Salaries** – Salaries are not competitive with surrounding cities and counties. Employees know there is a migration of County residents to cities like Blue Springs and Lee Summit. This is causing a decrease in the tax base which reduces available funding for raises and career advancements. Employees indicated that action is





needed to correct this situation to retain the current base of quality County employees.

- **Insufficient Training Programs** – Some employees stated that there is a lack of regular scheduled training being available for employees for career advancement and personal improvement.

## 2.2 COMPENSATION

Specific comments shared by employees related to the County's compensation practices, policies, and procedures included the following:

- Jackson County has a local area reputation for consistently lower compensation. Some yearly wages are below the national poverty level. There are Jackson County employees who apply for food stamps. Not only does this encourage current employees to seek other employment or a second job, but it affects the ability to recruit quality candidates for open positions.
- Starting salaries should place emphasis on the candidate's years of experience. Most employees agreed that even though education is important, more credit should be granted for actual experience in the related field.
- There is a need for more flexibility to choose Overtime or Compensation time. Many focus group participants agreed there should be a more flexible system in place for workers to choose between being paid Overtime or taking Compensation time. There are peak seasons for some employees (such as Marina workers in Summer and Road Clearing Crews in the Winter) and last minute demands to work Overtime causes frustration and interrupts scheduled family activities.
- If starting salary is raised to seek quality applicants, then other levels of salaries should be raised equally. Salary compression (entry-level salaries moving closer to tenured employees in similar positions) was viewed negatively.
- Many positions require training classes to earn a specific Certificate. This additional training often relates to additional responsibilities and a vast majority of employees felt this should include a salary increase. There should be pay increases, even minimal, when a new certification and required training are achieved.
- There should be extra compensation for Hazardous Duty jobs (such as Law Enforcement, Jail Staff, Bio-chemical/Waste Handlers, and those required to make home visits).
- Longevity pay could be implemented as an additional benefit.
- "Across the board" percentage increases, though appreciated, cause friction because the higher salaried employees receive a larger dollar amount than others. Most employees would rather have an equal dollar amount for distribution purposes.



- Many employees indicated that the County is a training school. Several positions (such as Deputy Officer I, Public Health Specialist, Operator I, Attorneys, and various Jail Staff) obtain one or two of years of experience and then move to another local area employer at a higher salary. For example, a Deputy Officer with four to eight years of employment with Jackson County earns less than a new hire as a Resource Officer in the school districts of Blue Springs, Lee Summit, or in other counties.
- Merit pay needs to be examined. According to County employees, it is not applied consistently and fairly. Merit increases should be based on an individual's contribution not solely based on years on the job. This would act as an incentive to perform quality work in a timely manner. In addition, the merit-based evaluation system is over six years old and needs to be re-examined.
- IT staff stressed that all IT positions are paid lower than other counties and cities. Also, they would like to be compared to the private sector.
- The turnover rate is extremely high. Exit interviews need to be conducted to see if this is primarily due to low salaries or are employees leaving for other reasons (lack of promotional opportunities, no merit pay, etc.)

### 2.3 CLASSIFICATION

General comments provided by employees related to classification included the following:

- Focus group participants stated that the continual increase in workload is requiring employees to perform tasks listed under several classifications. This reduces the quality of work performed because they have not received proper training, and this can cause major safety concerns. For example, a Mechanic I is often required to work as an Operator I on the road away from the repair shop.
- Most job classifications need additional levels/tiers for career advancement. Many employees stated that they were at the highest level after only a few years and, unless some changes were made, they would consider different employment. Some examples include Operator I-4; Investigator 1 and 2; Public Health Specialist 1-4; Corrections Officer, etc.
- There is a need for separate classifications for those working in Special Units (i.e., Bomb squad, SWAT).
- Inmate Services staff indicated that additional titles of Case Manager, Floor Supervisor and Screeners are needed.
- Many groups expressed frustration when their respective areas are short staffed. The process of advancement or hiring should be completed before a known vacancy occurs to provide continuity within that area.



- Some employees stated that their job descriptions are out of date and if they were revised, then it would be evident that they are not classified properly.
- Internally, if a position is reclassified or an employee is promoted, there is a cap of 5 percent on the salary increase. The same cap is not applied if someone is hired from outside of the County.

## 2.4 **BENEFITS**

General comments provided by employees related to benefits included the following:

- Most employees feel that Jackson County provides average/good health benefits. This is an important factor for employee retention and recruitment for open positions.
- Employees appreciate the County's family leave program. One specific item discussed was the maternity leave for mother/partner.
- Law Enforcement Officers can take their patrol cars home which helps the officers financially. It also benefits Jackson County by having more vehicles on the street for additional time each day. This benefit provides positive public relations with their communities.
- Several employees stated that the Tuition Assistance Program offered by the County is a great benefit. Many people use this benefit for personal growth and others feel the additional education is very beneficial for their career growth.
- In addition, there should be more Life-Coping classes/instructors available especially in the current environment of more stress and violence. Some employees think there should be an on-staff Counselor readily available.
- The Wellness Program was praised by several employees.

### 2.4.1 **Healthcare**

- There are adequate health care options with six choices. However, focus group participants indicated that the plans often change each year and are difficult to understand.
- The medical premiums are high, forcing some lower paid workers to take the risk of no insurance coverage due to cost. Could there be a supplemental fund available for these employees with lower income?
- Health premiums increase substantially when retiring and this is causing more people to work longer.



- Vision and dental insurance programs received mixed reviews by focus group participants. Dental insurance premiums are high. The out-of-pocket expenses seem to be increasing yearly.

#### **2.4.2 Retirement**

- The second most discussed topic after salaries concerned the retirement compensation calculation method. It is currently a percentage determined by multiplying 1.5 times the years of employment times the base salary. This multiplier should be raised to at least 2.0 for future calculations.
- Many employees have researched other government agencies in Missouri and other states. They would like Jackson County to offer a benefit like the Drop Program offered elsewhere. This Drop program allows the option for employees to increase the amount of money in their retirement account during their last five years of employment.
- Some Law Enforcement Officers really feel they should be able to retire at an earlier age like other state's Highway Patrol Officers. Many fear that because of the increased physical and emotional job-related stress, they will have a lower quality retirement unless they could retire sooner.

#### **2.4.3 Other Benefits**

- The focus group participants also encourage the County to retain the educational benefit and expand it, if possible.
- Some long-term employees stated that longevity pay should be considered as an additional benefit.
- The County does not have a paid time off (PTO) program and many participants felt that one should be established.
- All employees said they really appreciate the County's policy of having 11 paid holidays each year along with an additional day off for their birthday. Even though this does not put extra money in their pockets, it does provide the opportunity for quality time with their families.

### **2.5 SUMMARY**

Employee focus group feedback reported above represents common issues that typically exist in many organizations and not just Jackson County. Although the feedback reflected above generally highlights concerns and issues, it should be noted that the overall feedback during the outreach efforts was very positive about the County. Employees consistently commented on the 'family atmosphere' and the overall feeling of support at all levels of the organization. As with any organization, however, employees perceive weaknesses in certain areas related to the current compensation and classification system. In today's working



environment with multiple years of reduced funding and in many cases significantly increased expectations and requirements, employee job descriptions and classifications require consistent timely review and revision to allow the County to remain competitive and foster its compensation philosophy.

Most of the participants in the focus groups expressed that they really like their jobs, their co-workers and their supervisors. They feel appreciated and valued. Most of them are planning to stay with Jackson County even though they are at the highest level in their job classification and at or near their maximum salary. Several discussed that similar jobs in neighboring towns and counties pay more, but they currently prefer to stay here.



## Chapter 3 – Assessment of Current Conditions

**Chapter 3** provides an overall assessment of the classification and compensation system in place in Jackson County. Data included here reflect the demographics in place when the study started and should be considered a snapshot in time. These data provide the baseline for analysis through the course of this study, but are not sufficient cause for recommendations in isolation. By reviewing employee data, Evergreen Solutions gained a better understanding of the structures and salary plans in place, and identified issues for both further review and potential revision.

### **3.1 ANALYSIS OF SALARY SCHEDULES**

The study was conducted for all 1,056 full-time County employees, excluding courts. There are currently seven separate salary schedules:

- Chapter 2 Government;
- Communications;
- Corrections;
- General;
- Park Ranger;
- Sheriff; and
- Trades.

**Exhibits 3A** through **3G** display the salary schedules for each employee group, summarized for ease of comparison. The exhibits provide each pay grade on the schedule; the value of each salary range at minimum, midpoint, and maximum; the range spread (the difference between the minimum and maximum salary levels for each pay grade) for each salary range; the midpoint progression (the difference between the midpoints of pay grades) between grades; the number of filled unique classification titles by salary range; and the number of employees per salary range.

The Chapter 2 Government salary schedule is broken into six separate sub-schedules which are reserved for Division, Legislative, Prosecuting Attorney, Public Administrator, Sheriff, and other miscellaneous employees. All 83 job titles in the schedule are found in Pay Grade G99 and are displayed in **Exhibit 3A**. The schedule is currently comprised of 159 employees, although 12 employees occupy job titles which are not represented in the exhibit.

**Exhibit 3B** displays the six pay grades comprising the Communications salary schedule which is reserved for the 12 employees represented by the Communications Workers of America (CWA) union. The schedule does not feature pay ranges, but instead a flat hourly rate for each pay grade; these rates have been annualized for ease of comparison with other schedules.



**EXHIBIT 3A  
SALARY SCHEDULE  
CHAPTER 2 GOVERNMENT**

| Classification Title                           | Minimum      | Midpoint     | Maximum      | Range Spread | Employees |
|------------------------------------------------|--------------|--------------|--------------|--------------|-----------|
| <b>Schedule I - Divisions</b>                  |              |              |              |              |           |
| Administrative Assistant to Division Chief     | \$26,410.00  | \$33,675.00  | \$40,940.00  | 55.0%        | 0         |
| Assistant to Department Director               | \$65,000.00  | \$75,775.00  | \$86,550.00  | 33.2%        | 0         |
| Department Director                            | \$75,000.00  | \$92,760.00  | \$110,520.00 | 47.4%        | 11        |
| Division Chief (including Deputy)              | \$87,800.00  | \$116,277.00 | \$144,754.00 | 64.9%        | 4         |
| Executive Assistant to Division Chief          | \$29,580.00  | \$39,790.00  | \$50,000.00  | 69.0%        | 1         |
| Executive Senior Advisor                       | \$70,000.00  | \$87,500.00  | \$105,000.00 | 50.0%        | 0         |
| Secretary to Dept Director or Division Chief   | \$26,410.00  | \$33,675.00  | \$40,940.00  | 55.0%        | 0         |
| Senior Advisor                                 | \$55,000.00  | \$65,000.00  | \$75,000.00  | 36.4%        | 0         |
| <b>Schedule II - Miscellaneous Positions</b>   |              |              |              |              |           |
| Administrative Assistant                       | \$26,410.00  | \$33,675.00  | \$40,940.00  | 55.0%        | 1         |
| Assistant County Counselor                     | \$50,000.00  | \$66,875.00  | \$83,750.00  | 67.5%        | 2         |
| Assistant to County Executive                  | \$37,776.00  | \$51,388.00  | \$65,000.00  | 72.1%        | 2         |
| Budget Officer                                 | \$53,726.00  | \$71,177.50  | \$88,629.00  | 65.0%        | 1         |
| Chief Deputy County Counselor                  | \$92,000.00  | \$117,500.00 | \$143,000.00 | 55.4%        | 1         |
| Chief Deputy County Counselor - Litigation     | \$92,000.00  | \$117,500.00 | \$143,000.00 | 55.4%        | 1         |
| Chief Investigator                             | \$41,075.00  | \$54,425.00  | \$67,775.00  | 65.0%        | 2         |
| Chief Medical Examiner                         | \$230,000.00 | \$277,500.00 | \$325,000.00 | 41.3%        | 0         |
| Communications / E-Government Coord./PIO       | \$46,410.00  | \$61,500.00  | \$76,590.00  | 65.0%        | 1         |
| Complaint Officer                              | \$29,580.00  | \$41,790.00  | \$54,000.00  | 82.6%        | 1         |
| County Counselor                               | \$87,800.00  | \$117,777.00 | \$147,754.00 | 68.3%        | 1         |
| Deputy Chief Medical Examiner                  | \$210,000.00 | \$240,000.00 | \$270,000.00 | 28.6%        | 0         |
| Deputy County Counselor                        | \$68,000.00  | \$88,500.00  | \$109,000.00 | 60.3%        | 2         |
| Deputy Medical Examiner                        | \$200,000.00 | \$230,000.00 | \$260,000.00 | 30.0%        | 3         |
| Director of OHRCC                              | \$41,075.00  | \$54,412.50  | \$67,750.00  | 64.9%        | 1         |
| Executive Assistant                            | \$29,580.00  | \$39,790.00  | \$50,000.00  | 69.0%        | 1         |
| Exec Assistant/Secretary to County Counselor   | \$29,580.00  | \$42,290.00  | \$55,000.00  | 85.9%        | 1         |
| Investigator                                   | \$26,410.00  | \$33,675.00  | \$40,940.00  | 55.0%        | 2         |
| Investigator/Paralegal                         | \$26,410.00  | \$36,133.00  | \$45,856.00  | 73.6%        | 2         |
| Investigator II                                | \$29,580.00  | \$37,718.00  | \$45,856.00  | 55.0%        | 10        |
| Litigation Investigator/Paralegal              | \$26,410.00  | \$36,133.00  | \$45,856.00  | 73.6%        | 1         |
| Micro Tech Support Tech (Drug Task Force)      | \$26,410.00  | \$33,675.00  | \$40,940.00  | 55.0%        | 0         |
| Municipal Court Administrator                  | \$39,873.00  | \$50,824.50  | \$61,776.00  | 54.9%        | 0         |
| Narcotics Investigative Spec (Drug Task Force) | \$41,075.00  | \$54,412.50  | \$67,750.00  | 64.9%        | 1         |
| Officer in Charge (Drug Task Force)            | \$52,450.00  | \$69,500.00  | \$86,550.00  | 65.0%        | 1         |
| Operations Administrator (Drug Task Force)     | \$39,873.00  | \$50,824.50  | \$61,776.00  | 54.9%        | 1         |
| Secretary to Medical Examiner                  | \$26,410.00  | \$33,675.00  | \$40,940.00  | 55.0%        | 0         |
| Senior Assistant County Counselor              | \$60,000.00  | \$77,500.00  | \$95,000.00  | 58.3%        | 0         |
| Senior Deputy County Counselor                 | \$80,000.00  | \$102,500.00 | \$125,000.00 | 56.3%        | 0         |
| Senior Investigator / Paralegal                | \$33,000.00  | \$44,000.00  | \$55,000.00  | 66.7%        | 0         |
| Senior Litigation Investigator / Paralegal     | \$33,000.00  | \$44,000.00  | \$55,000.00  | 66.7%        | 0         |



**EXHIBIT 3A (Continued)**  
**SALARY SCHEDULE**  
**CHAPTER 2 GOVERNMENT**

| Classification Title                        | Minimum     | Midpoint     | Maximum      | Range Spread | Employees |
|---------------------------------------------|-------------|--------------|--------------|--------------|-----------|
| <b>Schedule III - Legislature</b>           |             |              |              |              |           |
| Administrative / Executive Assistant        | \$29,580.00 | \$37,718.00  | \$45,856.00  | 55.0%        | 1         |
| Assistant Auditor                           | \$37,776.00 | \$48,163.00  | \$58,550.00  | 55.0%        | 1         |
| Audit Assistant                             | \$33,430.00 | \$42,625.00  | \$51,820.00  | 55.0%        | 1         |
| Budget & Financial Analyst                  | \$87,800.00 | \$117,777.00 | \$147,754.00 | 68.3%        | 0         |
| Chief Compliance Review Officer             | \$52,450.00 | \$69,500.00  | \$86,550.00  | 65.0%        | 0         |
| Chief Deputy Auditor                        | \$52,450.00 | \$70,125.00  | \$87,800.00  | 67.4%        | 1         |
| Clerk of the Legislature                    | \$87,800.00 | \$117,777.00 | \$147,754.00 | 68.3%        | 1         |
| Clerk Typist                                | \$21,480.00 | \$26,850.00  | \$32,220.00  | 50.0%        | 0         |
| Compliance Review Officer                   | \$41,075.00 | \$54,425.00  | \$67,775.00  | 65.0%        | 2         |
| County Auditor                              | \$87,800.00 | \$117,777.00 | \$147,754.00 | 68.3%        | 1         |
| Deputy County Clerk                         | \$41,075.00 | \$54,425.00  | \$67,775.00  | 65.0%        | 0         |
| Housing Resource Director                   | \$52,450.00 | \$69,500.00  | \$86,550.00  | 65.0%        | 0         |
| Legislative Secretary                       | \$26,410.00 | \$33,675.00  | \$40,940.00  | 55.0%        | 1         |
| Notary Clerk                                | \$23,580.00 | \$30,068.00  | \$36,556.00  | 55.0%        | 0         |
| Public Liaison                              | \$52,450.00 | \$69,500.00  | \$86,550.00  | 65.0%        | 0         |
| Secretary                                   | \$26,410.00 | \$33,675.00  | \$40,940.00  | 55.0%        | 0         |
| Secretary to Auditor                        | \$26,410.00 | \$33,675.00  | \$40,940.00  | 55.0%        | 0         |
| Senior Administrative / Executive Assistant | \$33,430.00 | \$42,625.00  | \$51,820.00  | 55.0%        | 1         |
| Senior Assistant Auditor                    | \$41,075.00 | \$54,425.00  | \$67,775.00  | 65.0%        | 1         |
| Special Projects Analyst                    | \$87,800.00 | \$117,777.00 | \$147,754.00 | 68.3%        | 0         |
| <b>Schedule IV - Prosecuting Attorney</b>   |             |              |              |              |           |
| Advisor to the Prosecuting Attorney         | \$29,580.00 | \$41,790.00  | \$54,000.00  | 82.6%        | 0         |
| Assistant Prosecuting Attorney              | \$50,000.00 | \$82,500.00  | \$115,000.00 | 130.0%       | 11        |
| Assistant Prosecuting Attorney I            | \$50,000.00 | \$66,875.00  | \$83,750.00  | 67.5%        | 23        |
| Assistant Prosecuting Attorney II           | \$60,000.00 | \$77,500.00  | \$95,000.00  | 58.3%        | 15        |
| Assistant Prosecuting Attorney III          | \$68,000.00 | \$88,500.00  | \$109,000.00 | 60.3%        | 4         |
| Assistant Prosecuting Attorney IV           | \$75,000.00 | \$95,000.00  | \$115,000.00 | 53.3%        | 0         |
| Chief                                       | \$80,000.00 | \$102,500.00 | \$125,000.00 | 56.3%        | 1         |
| Chief Investigator                          | \$45,000.00 | \$60,000.00  | \$75,000.00  | 66.7%        | 1         |
| Chief of Operations                         | \$87,800.00 | \$111,400.00 | \$135,000.00 | 53.8%        | 1         |
| Deputy Prosecuting Attorney                 | \$92,000.00 | \$117,500.00 | \$143,000.00 | 55.4%        | 1         |
| Director                                    | \$75,000.00 | \$92,760.00  | \$110,520.00 | 47.4%        | 1         |
| Executive Assistant to Prosecuting Attorney | \$29,580.00 | \$41,790.00  | \$54,000.00  | 82.6%        | 1         |
| Investigator                                | \$35,000.00 | \$45,000.00  | \$55,000.00  | 57.1%        | 2         |
| Program Administrator                       | \$80,000.00 | \$102,500.00 | \$125,000.00 | 56.3%        | 1         |
| Secretary to Prosecuting Attorney           | \$26,410.00 | \$33,450.00  | \$40,490.00  | 53.3%        | 0         |
| Trial Team Leader                           | \$77,150.00 | \$98,575.00  | \$120,000.00 | 55.5%        | 10        |
| Victim Services Director                    | \$41,075.00 | \$54,425.00  | \$67,775.00  | 65.0%        | 0         |



**EXHIBIT 3A (Continued)  
SALARY SCHEDULE  
CHAPTER 2 GOVERNMENT**

| Classification Title                            | Minimum     | Midpoint    | Maximum      | Range Spread | Employees   |
|-------------------------------------------------|-------------|-------------|--------------|--------------|-------------|
| <b>Schedule V - Public Administrator</b>        |             |             |              |              |             |
| Administrative Assistant                        | \$26,410.00 | \$33,675.00 | \$40,940.00  | 55.0%        | 2           |
| Chief Deputy Public Administrator               | \$52,450.00 | \$69,500.00 | \$86,550.00  | 65.0%        | 1           |
| Legal Counsel                                   | \$37,776.00 | \$48,163.00 | \$58,550.00  | 55.0%        | 3           |
| Public Administrator                            | \$66,980.00 | \$88,750.00 | \$110,520.00 | 65.0%        | 1           |
| Secretary to Public Administrator               | \$26,410.00 | \$33,675.00 | \$40,940.00  | 55.0%        | 1           |
| <b>Schedule VI - Sheriff</b>                    |             |             |              |              |             |
| Major                                           | \$89,000.00 | \$95,000.00 | \$101,000.00 | 13.5%        | 1           |
| Secretary / Administrative Assistant to Sheriff | \$26,410.00 | \$33,675.00 | \$40,940.00  | 55.0%        | 0           |
| <b>OVERALL</b>                                  |             |             |              | <b>60.0%</b> | <b>147*</b> |

\* Does not include 12 employees whose job titles are not included in the schedule

**EXHIBIT 3B  
SALARY SCHEDULE  
COMMUNICATIONS EMPLOYEES**

| Grade          | Annual Salary | # of Filled Position Titles | Employees |
|----------------|---------------|-----------------------------|-----------|
| CS1            | \$29,619.20   | 0                           | 0         |
| CS2            | \$31,096.00   | 1                           | 3         |
| CS3            | \$32,656.00   | 1                           | 2         |
| CS4            | \$34,278.40   | 1                           | 2         |
| CS5            | \$37,710.40   | 1                           | 3         |
| CS6            | \$41,496.00   | 1                           | 2         |
| <b>OVERALL</b> |               | <b>5</b>                    | <b>12</b> |

The Corrections salary schedule with six grades for 212 employees is displayed in **Exhibit 3C**. The range spreads vary from 5.0 to 58.4 percent, with an average of 22.2 percent. Midpoint progressions vary from 10.0 to 29.3 percent—with an average of 16.6 percent.

**EXHIBIT 3C  
SALARY SCHEDULE  
CORRECTIONS EMPLOYEES**

| Grade          | Minimum     | Midpoint    | Maximum     | Range Spread | Midpoint Progression | # of Filled Position Titles | Employees  |
|----------------|-------------|-------------|-------------|--------------|----------------------|-----------------------------|------------|
| C01            | \$31,200.00 | \$31,980.00 | \$32,760.00 | 5.0%         | -                    | 1                           | 57         |
| C02            | \$36,025.60 | \$37,835.20 | \$39,582.40 | 9.9%         | 18.3%                | 1                           | 109        |
| C03            | \$39,603.20 | \$43,576.00 | \$47,528.00 | 20.0%        | 15.2%                | 1                           | 3          |
| C04            | \$43,576.00 | \$47,944.00 | \$52,291.20 | 20.0%        | 10.0%                | 2                           | 29         |
| C05            | \$47,944.00 | \$52,748.80 | \$57,512.00 | 20.0%        | 10.0%                | 1                           | 9          |
| C06            | \$52,748.80 | \$68,182.40 | \$83,574.40 | 58.4%        | 29.3%                | 1                           | 5          |
| <b>OVERALL</b> |             |             |             | <b>22.2%</b> | <b>16.6%</b>         | <b>7</b>                    | <b>212</b> |

**Exhibit 3D** displays the salary schedule for 546 General employees. This schedule features 13 pay grades. Range spreads vary from 45.8 to 65.1 percent—with an average spread of 58.5 percent. Midpoint progressions vary slightly between 11.9 to 13.1 percent—with an average of 12.7 percent.

**EXHIBIT 3D  
SALARY SCHEDULE  
GENERAL EMPLOYEES**

| Grade          | Minimum     | Midpoint     | Maximum      | Range Spread | Midpoint Progression | # of Filled Position Titles | Employees  |
|----------------|-------------|--------------|--------------|--------------|----------------------|-----------------------------|------------|
| G03            | \$20,800.00 | \$25,313.60  | \$30,326.40  | 45.8%        | -                    | 12                          | 68         |
| G04            | \$22,672.00 | \$28,329.60  | \$33,987.20  | 49.9%        | 11.9%                | 9                           | 22         |
| G05            | \$24,876.80 | \$31,740.80  | \$38,563.20  | 55.0%        | 12.0%                | 18                          | 56         |
| G06            | \$27,872.00 | \$35,547.20  | \$43,160.00  | 54.9%        | 12.0%                | 28                          | 105        |
| G07            | \$31,200.00 | \$39,811.20  | \$48,401.60  | 55.1%        | 12.0%                | 37                          | 99         |
| G08            | \$35,276.80 | \$44,948.80  | \$54,662.40  | 55.0%        | 12.9%                | 37                          | 84         |
| G09            | \$39,873.60 | \$50,835.20  | \$61,776.00  | 54.9%        | 13.1%                | 27                          | 41         |
| G10            | \$43,326.40 | \$57,428.80  | \$71,489.60  | 65.0%        | 13.0%                | 21                          | 32         |
| G11            | \$48,963.20 | \$64,896.00  | \$80,787.20  | 65.0%        | 13.0%                | 20                          | 20         |
| G12            | \$55,348.80 | \$73,320.00  | \$91,312.00  | 65.0%        | 13.0%                | 11                          | 11         |
| G13            | \$62,545.60 | \$82,867.20  | \$103,188.80 | 65.0%        | 13.0%                | 8                           | 8          |
| G14            | \$70,636.80 | \$93,620.80  | \$116,604.80 | 65.1%        | 13.0%                | 0                           | 0          |
| G15            | \$79,851.20 | \$105,809.60 | \$131,747.20 | 65.0%        | 13.0%                | 0                           | 0          |
| <b>OVERALL</b> |             |              |              | <b>58.5%</b> | <b>12.7%</b>         | <b>228</b>                  | <b>546</b> |

**Exhibit 3E** shows the five pay grades that comprise the Park Rangers salary schedule, which applies to 11 employees. Range spreads vary significantly between 9.1 and 34.3 percent—with an average spread of 20.0 percent. Midpoint progressions vary between 9.1 to 13.6 percent—with an average of 11.9 percent.

**EXHIBIT 3E  
SALARY SCHEDULE  
PARK RANGERS**

| Grade          | Minimum     | Midpoint    | Maximum     | Range Spread | Midpoint Progression | # of Filled Position Titles | Employees |
|----------------|-------------|-------------|-------------|--------------|----------------------|-----------------------------|-----------|
| PR1            | \$33,321.60 | \$34,840.80 | \$36,360.00 | 9.1%         | -                    | 1                           | 1         |
| PR2            | \$36,192.00 | \$38,001.60 | \$39,894.40 | 10.2%        | 9.1%                 | 1                           | 1         |
| PR3            | \$40,352.00 | \$42,369.60 | \$50,481.60 | 25.1%        | 11.5%                | 1                           | 6         |
| PR4            | \$45,760.00 | \$48,048.00 | \$55,868.80 | 22.1%        | 13.4%                | 1                           | 2         |
| PR5            | \$52,000.00 | \$54,600.00 | \$69,846.40 | 34.3%        | 13.6%                | 1                           | 1         |
| <b>OVERALL</b> |             |             |             | <b>20.2%</b> | <b>11.9%</b>         | <b>5</b>                    | <b>11</b> |



**Exhibit 3F** displays the Sheriff salary schedule for 94 employees and features 11 pay grades. Grades SP3 through SP11 do not feature ranges, as these grades instead have a flat hourly rate; these rates have been annualized for ease of comparison with other schedules. The range spreads for Grades SP12 and SP13 are 4.7 and 4.4 percent, respectively.

**EXHIBIT 3F  
SALARY SCHEDULE  
SHERIFF EMPLOYEES**

| Grade          | Minimum     | Midpoint    | Maximum     | Range Spread | # of Filled Position Titles | Employees |
|----------------|-------------|-------------|-------------|--------------|-----------------------------|-----------|
| SP3            | \$40,560.00 | N/A         | N/A         | N/A          | 1                           | 22        |
| SP4            | \$45,489.60 | N/A         | N/A         | N/A          | 2                           | 11        |
| SP5            | \$50,440.00 | N/A         | N/A         | N/A          | 1                           | 14        |
| SP6            | \$55,432.00 | N/A         | N/A         | N/A          | 1                           | 4         |
| SP7            | \$60,382.40 | N/A         | N/A         | N/A          | 1                           | 21        |
| SP8            | \$62,878.40 | N/A         | N/A         | N/A          | 1                           | 6         |
| SP9            | \$70,324.80 | N/A         | N/A         | N/A          | 1                           | 3         |
| SP10           | \$75,316.80 | N/A         | N/A         | N/A          | 1                           | 4         |
| SP11           | \$80,267.20 | N/A         | N/A         | N/A          | 1                           | 4         |
| SP12           | \$88,000.00 | \$90,080.00 | \$92,160.00 | 4.7%         | 1                           | 2         |
| SP13           | \$94,240.00 | \$96,320.00 | \$98,400.00 | 4.4%         | 1                           | 3         |
| <b>OVERALL</b> |             |             |             | <b>4.6%</b>  | <b>12</b>                   | <b>94</b> |

**Exhibit 3G** displays the six classification titles comprising the Trades salary schedule which is reserved for the 22 employees. All classifications within this schedule are placed in pay grade U90. The schedule does not feature pay ranges, but instead a flat hourly rate for each title; these rates have been annualized for ease of comparison with other schedules.

**EXHIBIT 3G  
SALARY SCHEDULE  
TRADES EMPLOYEES**

| Classification Title   | Annual Salary | Employees |
|------------------------|---------------|-----------|
| Painter                | \$53,289.60   | 3         |
| Building Trade Foreman | *             | 3         |
| Operations Engineer    | \$67,995.20   | 5         |
| Carpenter              | \$68,681.60   | 5         |
| Electrician            | \$69,742.40   | 3         |
| Plumber                | \$80,163.20   | 3         |
| <b>OVERALL</b>         |               | <b>22</b> |

\* The Building Trade Foreman is paid \$2/hr more than the specific trade supervised



**Exhibit 3H** displays all classification titles in the County's seven salary schedules. As can be seen, the County has a total of 329 unique classification titles.

**EXHIBIT 3H  
LIST OF COUNTY CLASSIFICATION TITLES**

| Classification Title                        | Classification Title                  |
|---------------------------------------------|---------------------------------------|
| Accountant                                  | Assistant to County Executive         |
| Accounting Analyst                          | Assistant Treasurer                   |
| Accounting and Finance Administrator        | Audit Assistant                       |
| Accounts Payable and Payroll Specialist     | Auditor                               |
| Accounts Payable Coordinator                | Benefits/Booking Supervisor           |
| Accounts Payable Specialist                 | Billing Clerk                         |
| Accounts Receivable Administrator           | Board of Equalization Specialist      |
| Accreditation Manager                       | Bond Investigator                     |
| Administrative Assistant                    | Bookkeeper                            |
| Administrative Specialist                   | Budget Analyst                        |
| Administrative Supervisor                   | Budget Coordinator                    |
| Anti-Drug Program Administrator             | Budget Officer                        |
| Applications Program Manager                | Budgeting Supervisor                  |
| Assistant Auditor                           | Building Official                     |
| Assistant County Counselor                  | Building Services Specialist          |
| Assistant Court Administrator               | Building Services Technician          |
| Assistant Director for Enterprise Software  | Building Trade Foreman                |
| Assistant Director of Accounting            | Business and Real Estate Special      |
| Assistant Director of Collections           | Business Personal Property Auditor    |
| Assistant Golf Professional                 | Business Personal Property Supervisor |
| Assistant Marina Administrator              | Captain                               |
| Assistant Population Control Coordinator    | Captain 1                             |
| Assistant Prosecuting Attorney              | Captain 2                             |
| Assistant Prosecuting Attorney I            | Care Manager                          |
| Assistant Prosecuting Attorney II           | Care Manager Supervisor               |
| Assistant Prosecuting Attorney III          | Carpenter                             |
| Assistant Road and Bridge Administrator     | Case Records Processor                |
| Assistant Superintendent of Park Safety     | Chief Administrative Officer          |
| Assistant Systems Administrator             | Chief Deputy Auditor                  |
| Chief Deputy County Counselor               | County Counselor                      |
| Chief Deputy County Counselor - Litigations | County Executive                      |
| Chief Deputy Public Administrator           | County House Arrest Officer           |
| Chief Investigator                          | Courthouse Security Officer           |
| Chief of Health Services                    | Criminal Records Administrator        |
| Chief of Operations                         | Criminal Records Supervisor           |
| Chief of Staff                              | CSE Supervisor                        |



**EXHIBIT 3H (Continued)**  
**LIST OF COUNTY CLASSIFICATION TITLES**

| Classification Title                               | Classification Title                             |
|----------------------------------------------------|--------------------------------------------------|
| Chief Operating Officer                            | Data Analyst                                     |
| Child Support Enforcement Technician               | Database Specialist                              |
| Child Support Enforcement Technician I             | Database Supervisor                              |
| Child Support Enforcement Technician II            | Delinquent Tax Administrator                     |
| Civil Engineer I                                   | Delinquent Tax Collector                         |
| Civil Engineer II                                  | Delinquent Tax Coordinator                       |
| Civil Engineer III                                 | Deputy County Clerk                              |
| Clerk                                              | Deputy County Counselor                          |
| Clerk - Collections                                | Deputy Director of Administration                |
| Clerk - Sore                                       | Deputy Director of Assessment for Administration |
| Clerk - Warrants                                   | Deputy Director of Combat                        |
| Clerk of the County Legislature                    | Deputy Director of Enterprise Operation          |
| Client Advocate                                    | Deputy Director of Human Resources               |
| Client Advocate Supervisor                         | Deputy Director of Park Operations               |
| Code Compliance Officer                            | Deputy Medical Examiner                          |
| Collections Supervisor                             | Deputy Prosecuting Attorney                      |
| Combat Director                                    | Deputy Sheriff 1                                 |
| Commercial Property Appraisal Supervisor           | Deputy Sheriff 2                                 |
| Communications/E-Gov't Coord./Public Info. Officer | Deputy Sheriff 3                                 |
| Communications Marketing Administrator             | Deputy Sheriff 4                                 |
| Communications Specialist 1                        | Deputy Sheriff 5                                 |
| Communications Specialist 2                        | Deputy Superintendent of Park Operations         |
| Communications Specialist 3                        | Development Division Administrator               |
| Complaint Officer                                  | Director                                         |
| Compliance Review Officer                          | Director of Assessment                           |
| Concealed Carry Weapon Specialist                  | Director of Collections                          |
| Concession Administrator                           | Director of Communications                       |
| Concession Specialist                              | Director of Family Support Services              |
| Corrections Captain                                | Director of Finance and Purchasing               |
| Corrections Community Outreach Coordinator         | Director of Human Resources                      |
| Corrections Lead Building Repairer                 | Director of Information Technology               |
| Corrections Officer I                              | Director of OHRCC                                |
| County Auditor                                     | Director of Parks and Recreation                 |
| Director of Personal Property Tax                  | Inmate Worker Recreation Coordinator             |
| Director of Public Works                           | Investigative Security Specialist                |
| Director of Recorder of Deeds                      | Investigative Specialist                         |
| Dispatcher                                         | Investigator                                     |
| Division Chief                                     | Investigator I                                   |
| Electrician                                        | Investigator II                                  |
| Emergency Management and Safety Coordinator        | Landscape Architect                              |
| Engineering CADD Tech                              | Lead Care Manager                                |
| Engineering Technician                             | Lead Clerk                                       |
| Entitlements Technician                            | Lead Communications Specialist                   |
| Environmental Health Administrator                 | Lead County House Arrest Officer                 |



**EXHIBIT 3H (Continued)**  
**LIST OF COUNTY CLASSIFICATION TITLES**

| Classification Title                          | Classification Title                         |
|-----------------------------------------------|----------------------------------------------|
| Equipment Operator I                          | Lead Criminal Records Supervisor             |
| Equipment Operator II                         | Lead Records Representative                  |
| Executive Assistant                           | Lead Support Services Specialist             |
| Executive Assistant to Prosecutor             | Lead Victim Advocate                         |
| Executive Project Lead                        | Legal Assistant                              |
| Exemptions Analyst                            | Legal Counsel                                |
| Facilities Management Administrator           | Legislative Aide                             |
| Facilities Management Assistant Administrator | Legislative Secretary                        |
| Facilities Specialist                         | Librarian                                    |
| Finance and Systems Supervisor                | Litigation Investigator                      |
| Foreman                                       | Living History Interpreter                   |
| Forensic Fellow                               | Mail Services Coordinator                    |
| Forensic Supervisor                           | Manager of Detention                         |
| Forensic Technician                           | Marina Supervisor                            |
| Forensic Transcriptionist                     | Marketing and Graphics Specialist            |
| GIS Developer                                 | Master Corrections Officer                   |
| GIS Specialist I                              | Mental Health Claims Examiner                |
| GIS Specialist II                             | Multimedia Production Specialist             |
| GIS Specialist III                            | Municipal Court Administrator                |
| Golf Course Maintenance Supervisor            | Municipal Court Specialist                   |
| Golf Professional                             | Narcotics Investigative Specialist           |
| Grant, Audit and Risk Administrator           | Network Support Administrator                |
| Historic Site Supervisor                      | Network Support Analyst                      |
| Human Resource Administrator                  | Network Support Technician                   |
| Human Resource Specialist                     | Nurse Case Manager                           |
| Human Resources Administrator                 | Office Administrator                         |
| Human Resources Specialist                    | Office Coordinator                           |
| Inmate Services Administrator                 | Officer in Charge                            |
| Inmate Services Coordinator                   | On-Site Wastewater Specialist                |
| Operations Administrator                      | Regional Correctional Center Deputy Director |
| Operations Analyst                            | Regional Correctional Center Director        |
| Operations Coordinator                        | Registration Specialist                      |
| Operations Engineer                           | Registration Supervisor                      |
| Operations Administrator                      | Research Analyst                             |
| Outdoor Education Supervisor                  | Residential Appraisal Coordinator            |
| Painter                                       | Residential Appraiser                        |
| Paralegal                                     | Residential Property Appraisal Supervisor    |
| Park Ranger Captain                           | Restitution Coordinator                      |
| Park Ranger I                                 | Road and Bridge Administrator                |
| Park Ranger II                                | Secretary                                    |
| Park Ranger Major                             | Secretary to Public Administrator            |
| Payroll Specialist                            | Senior Administrative Assistant              |
| Payroll Supervisor                            | Senior Administrative Manager                |
| Personnel/Payroll Analyst                     | Senior Assistant Auditor                     |



**EXHIBIT 3H (Continued)**  
**LIST OF COUNTY CLASSIFICATION TITLES**

| Classification Title                       | Classification Title                           |
|--------------------------------------------|------------------------------------------------|
| Plumber                                    | Senior Bad Check Collector                     |
| Population Control Coordinator             | Senior Buyer                                   |
| Probationary Corrections Officer           | Senior Commercial Appraiser                    |
| Probationary Park Ranger                   | Senior Communications Specialist               |
| Program Analyst                            | Senior Database Administrator                  |
| Program Manager                            | Senior Equipment Operator                      |
| Program Services Supervisor                | Senior Information Security Manager            |
| Project/Quality Control Inspector          | Senior Legal Assistant                         |
| Project and Safety Coordinator             | Senior Paralegal                               |
| Projects Coordinator                       | Senior Park Ranger                             |
| Property and Investment Coordinator        | Senior Planner and Program Manager             |
| Property Officer                           | Senior Project Manager                         |
| Prosecuting Attorney                       | Senior Research Analyst                        |
| Public Administrator                       | Senior Residential Appraiser                   |
| Public Health Specialist                   | Senior Software Engineer                       |
| Public Health Specialist III               | Sergeant 1                                     |
| Public Health Supervisor                   | Sergeant 2                                     |
| Purchasing Administrator                   | Sergeant 3                                     |
| Ranger Dispatcher                          | Sergeant 4                                     |
| Record Center Facility Coordinator         | Sheriff                                        |
| Recorder of Deeds Supervisor               | Shift Supervisor                               |
| Records Maintenance Technician             | Shift Supervisor Lieutenant                    |
| Records Representative                     | Software Engineer                              |
| Records Specialist                         | Special Assessment Supervisor                  |
| Recreation Therapist II                    | Special Assessment Tax and Records Coordinator |
| Special Duties Officer                     | Support Services Supervisor                    |
| Special Events Coordinator                 | Support Services Technician                    |
| Special Populations Service Outreach       | Systems Administrator                          |
| Special Populations Services Administrator | Systems Engineer                               |
| Special Projects Analyst                   | Taxpayer Assistance Supervisor                 |
| Special Projects Coordinator               | Taxpayer Services Administrator                |
| Sports and Aquatic Administrator           | Taxpayer Support Administrator                 |
| Superintendent of Golf Course              | Team Leader Sergeant                           |
| Superintendent of Historic Sites           | Title Specialist                               |
| Superintendent of Park Operations          | Treasurer                                      |
| Superintendent of Park Safety              | Trial Team Leader                              |
| Superintendent of Recreation               | Utilities/Construction Inspector               |
| Supervisor                                 | Victim Advocate                                |
| Support Center Administrator               | Warrant Extradition Coordinator                |
| Support Services Administrator             | Wastewater Treatment Specialist                |
| Support Services Specialist                | -                                              |

**Note:** For ease of comparison, all analyses from this point forward omit pay grades with no incumbents. Classifications with no established pay range are also omitted.



### 3.2 GRADE PLACEMENT ANALYSIS

When assessing the effectiveness of a salary schedule and associated policies it is helpful to analyze where employee salaries stand in comparison to their classification's salary range. In general, placement of an employee at a classification's grade minimum would generally indicate a newer employee or an employee that was recently promoted into a classification who has not had the opportunity or experience needed to progress through the range. In contrast, an employee at or near the maximum of their grade is generally an employee with longer tenure who has had the opportunity or experience necessary to progress towards the top of the salary range.

**Exhibits 3I** through **3L** display the percentage of employees compensated at the salary range minimum and salary range maximum thresholds of their respective pay grade for the Corrections, General, Park Ranger, and Sheriff salary schedules. Employees not included on these charts are compensated somewhere between the upper and lower thresholds. The percentages presented are based on the total number of employees in that grade.

As shown in **Exhibit 3I**, 169 Corrections employees (79.7 percent) are compensated at their pay grade minimum, while 27 (12.7 percent) are compensated at their pay grade maximum.

**EXHIBIT 3I**  
**EMPLOYEES AT MINIMUM AND MAXIMUM BY PAY GRADE**  
**CORRECTIONS EMPLOYEES**

| Grade          | Employees  | At Min     |              | At Max    |              |
|----------------|------------|------------|--------------|-----------|--------------|
|                |            | #          | %            | #         | %            |
| C01            | 57         | 31         | 54.4%        | 26        | 45.6%        |
| C02            | 109        | 103        | 94.5%        | 1         | 0.9%         |
| C03            | 3          | 0          | 0.0%         | 0         | 0.0%         |
| C04            | 29         | 24         | 82.8%        | 0         | 0.0%         |
| C05            | 9          | 9          | 100.0%       | 0         | 0.0%         |
| C06            | 5          | 2          | 40.0%        | 0         | 0.0%         |
| <b>OVERALL</b> | <b>212</b> | <b>169</b> | <b>79.7%</b> | <b>27</b> | <b>12.7%</b> |

As displayed in **Exhibit 3J**, 56 General employees (10.3 percent) are compensated at their pay grade minimum, while 34 (6.2 percent) are compensated at their pay grade maximum.





**EXHIBIT 3J  
EMPLOYEES AT MINIMUM AND MAXIMUM BY PAY GRADE  
GENERAL EMPLOYEES**

| Grade          | Employees  | At Min    |              | At Max    |             |
|----------------|------------|-----------|--------------|-----------|-------------|
|                |            | #         | %            | #         | %           |
| G03            | 68         | 12        | 17.6%        | 3         | 4.4%        |
| G04            | 22         | 0         | 0.0%         | 2         | 9.1%        |
| G05            | 56         | 7         | 12.5%        | 3         | 5.4%        |
| G06            | 105        | 9         | 8.6%         | 0         | 0.0%        |
| G07            | 99         | 12        | 12.1%        | 7         | 7.1%        |
| G08            | 84         | 12        | 14.3%        | 6         | 7.1%        |
| G09            | 41         | 4         | 9.8%         | 5         | 12.2%       |
| G10            | 32         | 0         | 0.0%         | 1         | 3.1%        |
| G11            | 20         | 0         | 0.0%         | 5         | 25.0%       |
| G12            | 11         | 0         | 0.0%         | 2         | 18.2%       |
| G13            | 8          | 0         | 0.0%         | 0         | 0.0%        |
| <b>OVERALL</b> | <b>546</b> | <b>56</b> | <b>10.3%</b> | <b>34</b> | <b>6.2%</b> |

Exhibit 3K shows that nine Park Rangers (81.8 percent) are compensated at their pay grade minimum, while none are compensated at their pay grade maximum.

**EXHIBIT 3K  
EMPLOYEES AT MINIMUM AND MAXIMUM BY PAY GRADE  
PARK RANGERS**

| Grade          | Employees | At Min   |              | At Max   |             |
|----------------|-----------|----------|--------------|----------|-------------|
|                |           | #        | %            | #        | %           |
| PR1            | 1         | 1        | 100.0%       | 0        | 0.0%        |
| PR2            | 1         | 1        | 100.0%       | 0        | 0.0%        |
| PR3            | 6         | 5        | 83.3%        | 0        | 0.0%        |
| PR4            | 2         | 2        | 100.0%       | 0        | 0.0%        |
| PR5            | 1         | 0        | 0.0%         | 0        | 0.0%        |
| <b>OVERALL</b> | <b>11</b> | <b>9</b> | <b>81.8%</b> | <b>0</b> | <b>0.0%</b> |

Exhibit 3L indicates that no Sheriff employees (only in Grades SP12 and SP13) are compensated at their pay grade minimum or their pay grade maximum.



**EXHIBIT 3L  
EMPLOYEES AT MINIMUM AND MAXIMUM BY PAY GRADE  
SHERIFF EMPLOYEES**

| Grade          | Employees  | At Min   |             | At Max   |             |
|----------------|------------|----------|-------------|----------|-------------|
|                |            | #        | %           | #        | %           |
| SP12           | 2          | 0        | 0.0%        | 0        | 0.0%        |
| SP13           | 3          | 0        | 0.0%        | 0        | 0.0%        |
| <b>OVERALL</b> | <b>94*</b> | <b>0</b> | <b>0.0%</b> | <b>0</b> | <b>0.0%</b> |

\* Includes all Sheriff employees

In addition to assessing the number of employees at minimum and maximum, an analysis was conducted to determine the number of employees below and above the salary range midpoint. Exhibits 3M through 3P display these figures for the Corrections, General, Park Ranger, and Sheriff salary schedules.

As shown in Exhibit 3M, 180 Corrections employees (84.9 percent) are compensated below their pay grade midpoint, one (0.5 percent) is compensated at the midpoint, and 31 (14.6 percent) are compensated above the midpoint.

**EXHIBIT 3M  
EMPLOYEES BELOW AND ABOVE MIDPOINT BY PAY GRADE  
CORRECTIONS EMPLOYEES**

| Grade          | Employees  | < Mid      |              | At Mid   |             | > Mid     |              |
|----------------|------------|------------|--------------|----------|-------------|-----------|--------------|
|                |            | #          | %            | #        | %           | #         | %            |
| C01            | 57         | 31         | 54.4%        | 0        | 0.0%        | 26        | 45.6%        |
| C02            | 109        | 106        | 97.2%        | 0        | 0.0%        | 3         | 2.8%         |
| C03            | 3          | 1          | 33.3%        | 0        | 0.0%        | 2         | 66.7%        |
| C04            | 29         | 28         | 96.6%        | 1        | 3.4%        | 0         | 0.0%         |
| C05            | 9          | 9          | 100.0%       | 0        | 0.0%        | 0         | 0.0%         |
| C06            | 5          | 5          | 100.0%       | 0        | 0.0%        | 0         | 0.0%         |
| <b>OVERALL</b> | <b>212</b> | <b>180</b> | <b>84.9%</b> | <b>1</b> | <b>0.5%</b> | <b>31</b> | <b>14.6%</b> |

Exhibit 3N indicates that 358 General employees (65.6 percent) are compensated below their pay grade midpoint, three (0.5 percent) are compensated at their midpoint, and 185 (33.9 percent) are compensated above the midpoint.



**EXHIBIT 3N  
EMPLOYEES BELOW AND ABOVE MIDPOINT BY PAY GRADE  
GENERAL EMPLOYEES**

| Grade          | Employees  | < Mid      |              | At Mid   |             | > Mid      |              |
|----------------|------------|------------|--------------|----------|-------------|------------|--------------|
|                |            | #          | %            | #        | %           | #          | %            |
| G03            | 68         | 57         | 83.8%        | 0        | 0.0%        | 11         | 16.2%        |
| G04            | 22         | 12         | 54.5%        | 0        | 0.0%        | 10         | 45.5%        |
| G05            | 56         | 41         | 73.2%        | 1        | 1.8%        | 14         | 25.0%        |
| G06            | 105        | 80         | 76.2%        | 1        | 1.0%        | 24         | 22.9%        |
| G07            | 99         | 62         | 62.6%        | 0        | 0.0%        | 37         | 37.4%        |
| G08            | 84         | 52         | 61.9%        | 1        | 1.2%        | 31         | 36.9%        |
| G09            | 41         | 24         | 58.5%        | 0        | 0.0%        | 17         | 41.5%        |
| G10            | 32         | 20         | 62.5%        | 0        | 0.0%        | 12         | 37.5%        |
| G11            | 20         | 6          | 30.0%        | 0        | 0.0%        | 14         | 70.0%        |
| G12            | 11         | 3          | 27.3%        | 0        | 0.0%        | 8          | 72.7%        |
| G13            | 8          | 1          | 12.5%        | 0        | 0.0%        | 7          | 87.5%        |
| <b>OVERALL</b> | <b>546</b> | <b>358</b> | <b>65.6%</b> | <b>3</b> | <b>0.5%</b> | <b>185</b> | <b>33.9%</b> |

As displayed in Exhibit 30, all 11 Park Rangers are compensated below their pay grade midpoint and none are compensated above the midpoint.

**EXHIBIT 3O  
EMPLOYEES BELOW AND ABOVE MIDPOINT BY PAY GRADE  
PARK RANGERS**

| Grade          | Employees | < Mid     |               | At Mid   |             | > Mid    |             |
|----------------|-----------|-----------|---------------|----------|-------------|----------|-------------|
|                |           | #         | %             | #        | %           | #        | %           |
| PR1            | 1         | 1         | 100.0%        | 0        | 0.0%        | 0        | 0.0%        |
| PR2            | 1         | 1         | 100.0%        | 0        | 0.0%        | 0        | 0.0%        |
| PR3            | 6         | 6         | 100.0%        | 0        | 0.0%        | 0        | 0.0%        |
| PR4            | 2         | 2         | 100.0%        | 0        | 0.0%        | 0        | 0.0%        |
| PR5            | 1         | 1         | 100.0%        | 0        | 0.0%        | 0        | 0.0%        |
| <b>OVERALL</b> | <b>11</b> | <b>11</b> | <b>100.0%</b> | <b>0</b> | <b>0.0%</b> | <b>0</b> | <b>0.0%</b> |

Exhibit 3P shows that two (2.1 percent) Sheriff employees (only in Grades SP12 and SP13) are compensated below their pay grade midpoint, while three (3.2 percent) are compensated above the midpoint.

**EXHIBIT 3P  
EMPLOYEES BELOW AND ABOVE MIDPOINT BY PAY GRADE  
SHERIFF EMPLOYEES**

| Grade          | Employees  | < Mid    |             | At Mid   |             | > Mid    |             |
|----------------|------------|----------|-------------|----------|-------------|----------|-------------|
|                |            | #        | %           | #        | %           | #        | %           |
| SP12           | 2          | 1        | 50.0%       | 0        | 0.0%        | 1        | 50.0%       |
| SP13           | 3          | 1        | 33.3%       | 0        | 0.0%        | 2        | 66.7%       |
| <b>OVERALL</b> | <b>94*</b> | <b>2</b> | <b>2.1%</b> | <b>0</b> | <b>0.0%</b> | <b>3</b> | <b>3.2%</b> |

\* Includes all Sheriff employees



### 3.3 QUARTILE ANALYSIS

In a quartile analysis, each salary range is divided into four equal segments or quartiles, and employees are assigned a quartile based on where their current salary falls. While there is no best practice for what average tenure should be for each quartile, and other factors outside of the breadth of this analysis can impact placement (e.g. promotional and hiring practices), this analysis is useful in revealing areas of compression within a compensation system when paired with tenure data. Generally, the ideal outcome is for the analysis to show a strong correlation between tenure and quartile, where higher tenure would be experienced in higher quartiles.

**Exhibits 3Q** through **3T** show the number of employees that are in each quartile of each range, as well as the average overall salary schedule tenure (i.e. how long an employee has been at the County) by quartile for the Corrections, General, Park Ranger, and Sheriff employees.

**Exhibit 3Q** shows that 84.0 percent of Corrections employees fall within the first quartile of their respective pay range, while 1.4 percent fall into the second quartile, 0.9 percent fall into the third quartile, and 13.7 percent fall into the fourth quartile. Additionally, the overall average tenure among Corrections employees is 8.8 years and average tenure increases through the quartiles, with the fourth quartile being the exception. Average tenure in the first quartile is 7.2 years. This increases to 10.2 years in the second quartile, increases to 22.9 years in the third quartile, but decreases to 12.4 years in the fourth quartile. This seems to indicate that employees are not moved entirely through their range with a positive linear relationship between tenure and pay.

As shown in **Exhibit 3R**, 42.5 percent of General employees fall within the first quartile of their respective pay range, while 23.6 percent fall into the second quartile, 14.5 percent fall into the third quartile, and 19.4 percent fall into the fourth quartile. Additionally, the overall average tenure among General employees is 11.9 years and average tenure increases through the quartiles. Average tenure in the first quartile is 7.6 years, increases to 13.6 years in the second quartile, increases to 14.9 years in the third quartile, and increases to 18.0 years in the fourth quartile. This seems to indicate that employees are moved through their range with a positive linear relationship between tenure and pay.

**Exhibit 3S** indicates that all Park Rangers fall within the first quartile of their respective pay range, with none found in the second, third, and fourth quartiles. Additionally, the overall average tenure among Park Rangers is 15.8 years.

**Exhibit 3T** shows that 2.1 percent of Sheriff employees (only in Grades SP12 and SP13) fall within the first quartile of their respective pay range, 1.1 percent fall in the third quartile, and 2.1 percent fall in the fourth quartile, with none found in the second quartile. Additionally, the overall average tenure among all Sheriff employees is 15.9 years.

**EXHIBIT 3Q  
QUARTILE ANALYSIS  
CORRECTION EMPLOYEES**

| Grade          | Employees  | Avg. Tenure | 1st Quartile |              |             | 2nd Quartile |             |             | 3rd Quartile |             |             | 4th Quartile |              |             |
|----------------|------------|-------------|--------------|--------------|-------------|--------------|-------------|-------------|--------------|-------------|-------------|--------------|--------------|-------------|
|                |            |             | #            | %            | Avg. Tenure | #            | %           | Avg. Tenure | #            | %           | Avg. Tenure | #            | %            | Avg. Tenure |
| C01            | 57         | 0.6         | 31           | 54.4%        | 0.5         | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         | 26           | 45.6%        | 0.9         |
| C02            | 109        | 4.7         | 104          | 95.4%        | 4.0         | 2            | 1.8%        | 13.3        | 0            | 0.0%        | N/A         | 3            | 2.8%         | 24.0        |
| C03            | 3          | 18.6        | 1            | 33.3%        | 10.1        | 0            | 0.0%        | N/A         | 2            | 66.7%       | 22.9        | 0            | 0.0%         | N/A         |
| C04            | 29         | 9.9         | 28           | 96.6%        | 10.0        | 1            | 3.4%        | 7.0         | 0            | 0.0%        | N/A         | 0            | 0.0%         | N/A         |
| C05            | 9          | 9.1         | 9            | 100.0%       | 9.1         | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         | 0            | 0.0%         | N/A         |
| C06            | 5          | 9.8         | 5            | 100.0%       | 9.8         | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         | 0            | 0.0%         | N/A         |
| <b>OVERALL</b> | <b>212</b> | <b>8.8</b>  | <b>178</b>   | <b>84.0%</b> | <b>7.2</b>  | <b>3</b>     | <b>1.4%</b> | <b>10.2</b> | <b>2</b>     | <b>0.9%</b> | <b>22.9</b> | <b>29</b>    | <b>13.7%</b> | <b>12.4</b> |

**EXHIBIT 3R  
QUARTILE ANALYSIS  
GENERAL EMPLOYEES**

| Grade          | Employees  | Avg. Tenure | 1st Quartile |              |             | 2nd Quartile |              |             | 3rd Quartile |              |             | 4th Quartile |              |             |
|----------------|------------|-------------|--------------|--------------|-------------|--------------|--------------|-------------|--------------|--------------|-------------|--------------|--------------|-------------|
|                |            |             | #            | %            | Avg. Tenure | #            | %            | Avg. Tenure | #            | %            | Avg. Tenure | #            | %            | Avg. Tenure |
| G03            | 68         | 5.9         | 41           | 60.3%        | 1.9         | 16           | 23.5%        | 8.1         | 2            | 2.9%         | 10.1        | 9            | 13.2%        | 19.4        |
| G04            | 22         | 10.8        | 6            | 27.3%        | 5.0         | 6            | 27.3%        | 5.1         | 3            | 13.6%        | 18.6        | 7            | 31.8%        | 17.4        |
| G05            | 56         | 7.1         | 28           | 50.0%        | 2.5         | 14           | 25.0%        | 7.6         | 6            | 10.7%        | 11.4        | 8            | 14.3%        | 18.9        |
| G06            | 105        | 9.4         | 54           | 51.4%        | 6.5         | 27           | 25.7%        | 8.5         | 13           | 12.4%        | 14.0        | 11           | 10.5%        | 20.8        |
| G07            | 99         | 12.5        | 36           | 36.4%        | 6.1         | 26           | 26.3%        | 11.2        | 18           | 18.2%        | 19.3        | 19           | 19.2%        | 20.0        |
| G08            | 84         | 15.5        | 35           | 41.7%        | 10.5        | 18           | 21.4%        | 17.4        | 16           | 19.0%        | 21.7        | 15           | 17.9%        | 18.5        |
| G09            | 41         | 15.8        | 18           | 43.9%        | 9.4         | 6            | 14.6%        | 17.9        | 4            | 9.8%         | 26.5        | 13           | 31.7%        | 20.5        |
| G10            | 32         | 13.4        | 10           | 31.3%        | 7.3         | 10           | 31.3%        | 13.9        | 5            | 15.6%        | 14.3        | 7            | 21.9%        | 20.8        |
| G11            | 20         | 13.9        | 3            | 15.0%        | 25.0        | 3            | 15.0%        | 15.5        | 6            | 30.0%        | 10.3        | 8            | 40.0%        | 11.8        |
| G12            | 11         | 15.0        | 1            | 9.1%         | 1.5         | 2            | 18.2%        | 26.1        | 3            | 27.3%        | 13.3        | 5            | 45.5%        | 14.3        |
| G13            | 8          | 11.7        | 0            | 0.0%         | N/A         | 1            | 12.5%        | 18.3        | 3            | 37.5%        | 4.1         | 4            | 50.0%        | 15.7        |
| <b>OVERALL</b> | <b>546</b> | <b>11.9</b> | <b>232</b>   | <b>42.5%</b> | <b>7.6</b>  | <b>129</b>   | <b>23.6%</b> | <b>13.6</b> | <b>79</b>    | <b>14.5%</b> | <b>14.9</b> | <b>106</b>   | <b>19.4%</b> | <b>18.0</b> |



**EXHIBIT 3S  
QUARTILE ANALYSIS  
PARK RANGERS**

| Grade          | Employees | Avg. Tenure | 1st Quartile |               |             | 2nd Quartile |             |             | 3rd Quartile |             |             | 4th Quartile |             |             |
|----------------|-----------|-------------|--------------|---------------|-------------|--------------|-------------|-------------|--------------|-------------|-------------|--------------|-------------|-------------|
|                |           |             | #            | %             | Avg. Tenure | #            | %           | Avg. Tenure | #            | %           | Avg. Tenure | #            | %           | Avg. Tenure |
| PR1            | 1         | 0.2         | 1            | 100.0%        | 0.2         | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         |
| PR2            | 1         | 0.7         | 1            | 100.0%        | 0.7         | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         |
| PR3            | 6         | 13.3        | 6            | 100.0%        | 13.3        | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         |
| PR4            | 2         | 32.5        | 2            | 100.0%        | 32.5        | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         |
| PR5            | 1         | 32.2        | 1            | 100.0%        | 32.2        | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         |
| <b>OVERALL</b> | <b>11</b> | <b>15.8</b> | <b>11</b>    | <b>100.0%</b> | <b>15.8</b> | <b>0</b>     | <b>0.0%</b> | <b>N/A</b>  | <b>0</b>     | <b>0.0%</b> | <b>N/A</b>  | <b>0</b>     | <b>0.0%</b> | <b>N/A</b>  |

**EXHIBIT 3T  
QUARTILE ANALYSIS  
SHERIFF EMPLOYEES**

| Grade          | Employees  | Avg. Tenure  | 1st Quartile |             |             | 2nd Quartile |             |             | 3rd Quartile |             |             | 4th Quartile |             |             |
|----------------|------------|--------------|--------------|-------------|-------------|--------------|-------------|-------------|--------------|-------------|-------------|--------------|-------------|-------------|
|                |            |              | #            | %           | Avg. Tenure | #            | %           | Avg. Tenure | #            | %           | Avg. Tenure | #            | %           | Avg. Tenure |
| SP12           | 2          | 37.2         | 1            | 50.0%       | 32.9        | 0            | 0.0%        | N/A         | 1            | 50.0%       | 41.4        | 0            | 0.0%        | N/A         |
| SP13           | 3          | 26.5         | 1            | 33.3%       | 22.3        | 0            | 0.0%        | N/A         | 0            | 0.0%        | N/A         | 2            | 66.7%       | 28.6        |
| <b>OVERALL</b> | <b>94*</b> | <b>15.9*</b> | <b>2</b>     | <b>2.1%</b> | <b>27.6</b> | <b>0</b>     | <b>0.0%</b> | <b>N/A</b>  | <b>1</b>     | <b>1.1%</b> | <b>41.4</b> | <b>2</b>     | <b>2.1%</b> | <b>28.6</b> |

\* Includes all Sheriff employees.

### 3.4 COMPRESSION ANALYSIS

Compression can be seen as a threat to internal equity and morale. According to the Society for Human Resources Management (SHRM), specific examples of actions that may cause pay compression include the following:

- Reorganizations change peer relationships and can create compression if jobs are not reevaluated.
- Certain departments may be relatively liberal with salary increases, market adjustments, and promotions, while others are not.
- Some employers have overlooked human resources policies designed to regulate pay, paying new hires more than existing employees for similar jobs under the mantra of “paying what it takes to get the best talent”.

One common form of pay compression can be defined as the lack of variation in salaries between employees with significantly different levels of experience and responsibility. An example of this can be observed when the pay of highly tenured staff and newly hired employees in the same job are too similar. The following analysis attempts to determine if such compression can be observed in the County.

**Exhibits 3U** through **3AA** show the ratio of subordinate salaries to supervisor salaries by grade for Chapter 2, Communications, Corrections, General, Park Ranger, Sheriff, and Trades employees, respectively. Employees were grouped into their respective classification levels and actual salary data were utilized to determine if an employee’s salary was either less than 80 percent, less than 95 percent, or more than 95 percent of their supervisor’s salary.

As shown in **Exhibit 3U**, 126 (79.2 percent) Chapter 2 employee salaries fall below 80 percent of their supervisor’s salary, 15 (9.4 percent) fall below 95 percent, and 12 (7.5 percent) fall above 95 percent of their supervisor’s salary.

**Exhibit 3V** shows that all Communications employee salaries fall below 80 percent of their supervisor’s salary, with none falling below or above 95 percent.

As displayed in **Exhibit 3W**, 184 Corrections (86.8 percent) employee salaries fall below 80 percent of their supervisor’s salary, 28 (13.2 percent) fall below 95 percent, and no employee salaries fall above 95 percent of their supervisor’s salary.

**Exhibit 3X** indicates that 464 General (85.0 percent) employee salaries fall below 80 percent of their supervisor’s salary, 69 (12.6 percent) fall below 95 percent, and 13 (2.4 percent) fall above 95 percent of their supervisor’s salary.

As shown in **Exhibit 3Y**, four Park Rangers (36.4 percent) employee salaries fall below 80 percent of their supervisor’s salary, seven (63.6 percent) fall below 95 percent, and no employee salaries fall above 95 percent of their supervisor’s salary.



**Exhibit 3Z** shows that 60 Sheriff (63.8 percent) employee salaries fall below 80 percent of their supervisor’s salary, 25 (26.6 percent) fall below 95 percent, and nine (9.6 percent) fall above 95 percent of their supervisor’s salary.

As displayed in **Exhibit 3AA**, four (18.2 percent) Trades employee salaries fall below 80 percent of their supervisor’s salary, 13 (59.1 percent) fall below 95 percent, and five (22.7 percent) fall above 95 percent of their supervisor’s salary.

**EXHIBIT 3U  
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE  
CHAPTER 2 EMPLOYEES**

| Grade | Employees | < 80% |       | < 95% |      | > 95% |      |
|-------|-----------|-------|-------|-------|------|-------|------|
|       |           | #     | %     | #     | %    | #     | %    |
| G99   | 159*      | 126   | 79.2% | 15    | 9.4% | 12    | 7.5% |

\* Six employee salaries are not included in this analysis

**EXHIBIT 3V  
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE  
COMMUNICATIONS EMPLOYEES**

| Grade          | Employees | < 80%     |               | < 95%    |             | > 95%    |             |
|----------------|-----------|-----------|---------------|----------|-------------|----------|-------------|
|                |           | #         | %             | #        | %           | #        | %           |
| CS2            | 3         | 3         | 100.0%        | 0        | 0.0%        | 0        | 0.0%        |
| CS3            | 2         | 2         | 100.0%        | 0        | 0.0%        | 0        | 0.0%        |
| CS4            | 2         | 2         | 100.0%        | 0        | 0.0%        | 0        | 0.0%        |
| CS5            | 3         | 3         | 100.0%        | 0        | 0.0%        | 0        | 0.0%        |
| CS6            | 2         | 2         | 100.0%        | 0        | 0.0%        | 0        | 0.0%        |
| <b>OVERALL</b> | <b>12</b> | <b>12</b> | <b>100.0%</b> | <b>0</b> | <b>0.0%</b> | <b>0</b> | <b>0.0%</b> |

**EXHIBIT 3W  
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE  
CORRECTIONS EMPLOYEES**

| Grade          | Employees  | < 80%      |              | < 95%     |              | > 95%    |             |
|----------------|------------|------------|--------------|-----------|--------------|----------|-------------|
|                |            | #          | %            | #         | %            | #        | %           |
| C01            | 57         | 57         | 100.0%       | 0         | 0.0%         | 0        | 0.0%        |
| C02            | 109        | 108        | 99.1%        | 1         | 0.9%         | 0        | 0.0%        |
| C03            | 3          | 3          | 100.0%       | 0         | 0.0%         | 0        | 0.0%        |
| C04            | 29         | 13         | 44.8%        | 16        | 55.2%        | 0        | 0.0%        |
| C05            | 9          | 1          | 11.1%        | 8         | 88.9%        | 0        | 0.0%        |
| C06            | 5          | 2          | 40.0%        | 3         | 60.0%        | 0        | 0.0%        |
| <b>OVERALL</b> | <b>212</b> | <b>184</b> | <b>86.8%</b> | <b>28</b> | <b>13.2%</b> | <b>0</b> | <b>0.0%</b> |





**EXHIBIT 3X  
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE  
GENERAL EMPLOYEES**

| Grade          | Employees  | < 80%      |              | < 95%     |              | > 95%     |             |
|----------------|------------|------------|--------------|-----------|--------------|-----------|-------------|
|                |            | #          | %            | #         | %            | #         | %           |
| G03            | 68         | 68         | 100.0%       | 0         | 0.0%         | 0         | 0.0%        |
| G04            | 22         | 21         | 95.5%        | 1         | 4.5%         | 0         | 0.0%        |
| G05            | 56         | 55         | 98.2%        | 1         | 1.8%         | 0         | 0.0%        |
| G06            | 105        | 94         | 89.5%        | 11        | 10.5%        | 0         | 0.0%        |
| G07            | 99         | 76         | 76.8%        | 17        | 17.2%        | 6         | 6.1%        |
| G08            | 84         | 60         | 71.4%        | 21        | 25.0%        | 3         | 3.6%        |
| G09            | 41         | 36         | 87.8%        | 4         | 9.8%         | 1         | 2.4%        |
| G10            | 32         | 25         | 78.1%        | 6         | 18.8%        | 1         | 3.1%        |
| G11            | 20         | 15         | 75.0%        | 3         | 15.0%        | 2         | 10.0%       |
| G12            | 11         | 8          | 72.7%        | 3         | 27.3%        | 0         | 0.0%        |
| G13            | 8          | 6          | 75.0%        | 2         | 25.0%        | 0         | 0.0%        |
| <b>OVERALL</b> | <b>546</b> | <b>464</b> | <b>85.0%</b> | <b>69</b> | <b>12.6%</b> | <b>13</b> | <b>2.4%</b> |

**EXHIBIT 3Y  
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE  
PARK RANGERS**

| Grade          | Employees | < 80%    |              | < 95%    |              | > 95%    |             |
|----------------|-----------|----------|--------------|----------|--------------|----------|-------------|
|                |           | #        | %            | #        | %            | #        | %           |
| PR1            | 1         | 1        | 100.0%       | 0        | 0.0%         | 0        | 0.0%        |
| PR2            | 1         | 1        | 100.0%       | 0        | 0.0%         | 0        | 0.0%        |
| PR3            | 6         | 1        | 16.7%        | 5        | 83.3%        | 0        | 0.0%        |
| PR4            | 2         | 0        | 0.0%         | 2        | 100.0%       | 0        | 0.0%        |
| PR5            | 1         | 1        | 100.0%       | 0        | 0.0%         | 0        | 0.0%        |
| <b>OVERALL</b> | <b>11</b> | <b>4</b> | <b>36.4%</b> | <b>7</b> | <b>63.6%</b> | <b>0</b> | <b>0.0%</b> |

**EXHIBIT 3Z  
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE  
SHERIFF EMPLOYEES**

| Grade          | Employees | < 80%     |              | < 95%     |              | > 95%    |             |
|----------------|-----------|-----------|--------------|-----------|--------------|----------|-------------|
|                |           | #         | %            | #         | %            | #        | %           |
| SP3            | 22        | 22        | 100.0%       | 0         | 0.0%         | 0        | 0.0%        |
| SP4            | 11        | 11        | 100.0%       | 0         | 0.0%         | 0        | 0.0%        |
| SP5            | 14        | 9         | 64.3%        | 5         | 35.7%        | 0        | 0.0%        |
| SP6            | 4         | 2         | 50.0%        | 2         | 50.0%        | 0        | 0.0%        |
| SP7            | 21        | 6         | 28.6%        | 8         | 38.1%        | 7        | 33.3%       |
| SP8            | 6         | 6         | 100.0%       | 0         | 0.0%         | 0        | 0.0%        |
| SP9            | 3         | 3         | 100.0%       | 0         | 0.0%         | 0        | 0.0%        |
| SP10           | 4         | 1         | 25.0%        | 3         | 75.0%        | 0        | 0.0%        |
| SP11           | 4         | 0         | 0.0%         | 4         | 100.0%       | 0        | 0.0%        |
| SP12           | 2         | 0         | 0.0%         | 2         | 100.0%       | 0        | 0.0%        |
| SP13           | 3         | 0         | 0.0%         | 1         | 33.3%        | 2        | 66.7%       |
| <b>OVERALL</b> | <b>94</b> | <b>60</b> | <b>63.8%</b> | <b>25</b> | <b>26.6%</b> | <b>9</b> | <b>9.6%</b> |



**EXHIBIT 3AA  
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE  
TRADES EMPLOYEES**

| Classification Title   | Employees | < 80%    |              | < 95%     |              | > 95%    |              |
|------------------------|-----------|----------|--------------|-----------|--------------|----------|--------------|
|                        |           | #        | %            | #         | %            | #        | %            |
| Painter                | 3         | 3        | 100.0%       | 0         | 0.0%         | 0        | 0.0%         |
| Building Trade Foreman | 3         | 1        | 33.3%        | 0         | 0.0%         | 2        | 66.7%        |
| Operations Engineer    | 5         | 0        | 0.0%         | 5         | 100.0%       | 0        | 0.0%         |
| Carpenter              | 5         | 0        | 0.0%         | 5         | 100.0%       | 0        | 0.0%         |
| Electrician            | 3         | 0        | 0.0%         | 3         | 100.0%       | 0        | 0.0%         |
| Plumber                | 3         | 0        | 0.0%         | 0         | 0.0%         | 3        | 100.0%       |
| <b>OVERALL</b>         | <b>22</b> | <b>4</b> | <b>18.2%</b> | <b>13</b> | <b>59.1%</b> | <b>5</b> | <b>22.7%</b> |

Employees who are at or above expected placement are employees with salaries that are between 0.0 and 10.0 percent ahead of their expected salary and employees with salaries that are more than 10.0 percent ahead of their expected salary. Employees who are at or below expected placement are employees with salaries that are between 0.0 and 10.0 percent behind their expected salary and employees with salaries that are lower than 10 percent behind their expected salary. Generally, the only source of concern would be employees that are more than 10 percent behind expected placement. However, simply having employees in this group does not necessarily mean there are corresponding compression issues, assuming there is a reason for these placements.

**Exhibits 3AB** through **Exhibit 3AE** display the average tenure of employees whose actual placement varies from their expected placement by pay grade, including those whose actual placement is below expected placement, those whose actual placement is at expected placement, and those whose actual placement is above expected placement.

As can be seen in **Exhibit 3AB**, 83.0 percent of Corrections employees (176) are at or below expected placement, while 17.0 percent (36) are at or above expected placement.

**Exhibit 3AC** shows that 30.8 percent of General employees (168) are at or below expected placement, while 69.2 percent (378) are at or above expected placement.

As displayed in **Exhibit 3AD**, all Park Rangers (11) are at or below expected placement, with none at or above expected placement.

**Exhibit 3AE** indicates that 2.1 percent (2) of Sheriff employees (only Grades SP12 and SP13) are at or below expected placement and 3.2 percent (3) are at or above expected placement.

This analysis assumes a 30-year period between minimum and maximum, which may differ slightly from the County’s compensation policy and practice. Therefore, this analysis should not be interpreted to mean that any employee is underpaid or overpaid.

**EXHIBIT 3AB  
ACTUAL VERSUS EXPECTED PLACEMENT  
CORRECTIONS EMPLOYEES**

| Grade          | Employees  | < -10%   |             | 0 to -10%  |              | 0 to 10%  |              | > 10%    |             |
|----------------|------------|----------|-------------|------------|--------------|-----------|--------------|----------|-------------|
|                |            | #        | %           | #          | %            | #         | %            | #        | %           |
| C01            | 57         | 0        | 0.0%        | 31         | 54.4%        | 26        | 45.6%        | 0        | 0.0%        |
| C02            | 109        | 0        | 0.0%        | 105        | 96.3%        | 4         | 3.7%         | 0        | 0.0%        |
| C03            | 3          | 0        | 0.0%        | 1          | 33.3%        | 2         | 66.7%        | 0        | 0.0%        |
| C04            | 29         | 0        | 0.0%        | 28         | 96.6%        | 1         | 3.4%         | 0        | 0.0%        |
| C05            | 9          | 0        | 0.0%        | 9          | 100.0%       | 0         | 0.0%         | 0        | 0.0%        |
| C06            | 5          | 0        | 0.0%        | 2          | 40.0%        | 3         | 60.0%        | 0        | 0.0%        |
| <b>OVERALL</b> | <b>212</b> | <b>0</b> | <b>0.0%</b> | <b>176</b> | <b>83.0%</b> | <b>36</b> | <b>17.0%</b> | <b>0</b> | <b>0.0%</b> |

**EXHIBIT 3AC  
ACTUAL VERSUS EXPECTED PLACEMENT  
GENERAL EMPLOYEES**

| Grade          | Employees  | < -10%   |             | 0 to -10%  |              | 0 to 10%   |              | > 10%      |              |
|----------------|------------|----------|-------------|------------|--------------|------------|--------------|------------|--------------|
|                |            | #        | %           | #          | %            | #          | %            | #          | %            |
| G03            | 68         | 2        | 2.9%        | 35         | 51.5%        | 18         | 26.5%        | 13         | 19.1%        |
| G04            | 22         | 0        | 0.0%        | 2          | 9.1%         | 7          | 31.8%        | 13         | 59.1%        |
| G05            | 56         | 0        | 0.0%        | 10         | 17.9%        | 22         | 39.3%        | 24         | 42.9%        |
| G06            | 105        | 0        | 0.0%        | 44         | 41.9%        | 24         | 22.9%        | 37         | 35.2%        |
| G07            | 99         | 3        | 3.0%        | 27         | 27.3%        | 17         | 17.2%        | 52         | 52.5%        |
| G08            | 84         | 2        | 2.4%        | 30         | 35.7%        | 15         | 17.9%        | 37         | 44.0%        |
| G09            | 41         | 0        | 0.0%        | 10         | 24.4%        | 12         | 29.3%        | 19         | 46.3%        |
| G10            | 32         | 0        | 0.0%        | 2          | 6.3%         | 11         | 34.4%        | 19         | 59.4%        |
| G11            | 20         | 0        | 0.0%        | 1          | 5.0%         | 2          | 10.0%        | 17         | 85.0%        |
| G12            | 11         | 0        | 0.0%        | 0          | 0.0%         | 1          | 9.1%         | 10         | 90.9%        |
| G13            | 8          | 0        | 0.0%        | 0          | 0.0%         | 0          | 0.0%         | 8          | 100.0%       |
| <b>OVERALL</b> | <b>546</b> | <b>7</b> | <b>1.3%</b> | <b>161</b> | <b>29.5%</b> | <b>129</b> | <b>23.6%</b> | <b>249</b> | <b>45.6%</b> |

**EXHIBIT 3AD  
ACTUAL VERSUS EXPECTED PLACEMENT  
PARK RANGERS**

| Grade          | Employees | < -10%   |              | 0 to -10% |              | 0 to 10% |             | > 10%    |             |
|----------------|-----------|----------|--------------|-----------|--------------|----------|-------------|----------|-------------|
|                |           | #        | %            | #         | %            | #        | %           | #        | %           |
| PR1            | 1         | 0        | 0.0%         | 1         | 100.0%       | 0        | 0.0%        | 0        | 0.0%        |
| PR2            | 1         | 1        | 100.0%       | 0         | 0.0%         | 0        | 0.0%        | 0        | 0.0%        |
| PR3            | 6         | 1        | 16.7%        | 5         | 83.3%        | 0        | 0.0%        | 0        | 0.0%        |
| PR4            | 2         | 0        | 0.0%         | 2         | 100.0%       | 0        | 0.0%        | 0        | 0.0%        |
| PR5            | 1         | 1        | 100.0%       | 0         | 0.0%         | 0        | 0.0%        | 0        | 0.0%        |
| <b>OVERALL</b> | <b>11</b> | <b>3</b> | <b>27.3%</b> | <b>8</b>  | <b>72.7%</b> | <b>0</b> | <b>0.0%</b> | <b>0</b> | <b>0.0%</b> |

**EXHIBIT 3AE  
ACTUAL VERSUS EXPECTED PLACEMENT  
SHERIFF EMPLOYEES**

| Grade          | Employees  | < -10%   |             | 0 to -10% |             | 0 to 10% |             | > 10%    |             |
|----------------|------------|----------|-------------|-----------|-------------|----------|-------------|----------|-------------|
|                |            | #        | %           | #         | %           | #        | %           | #        | %           |
| SP12           | 2          | 0        | 0.0%        | 1         | 50.0%       | 1        | 50.0%       | 0        | 0.0%        |
| SP13           | 3          | 0        | 0.0%        | 1         | 33.3%       | 2        | 66.7%       | 0        | 0.0%        |
| <b>OVERALL</b> | <b>94*</b> | <b>0</b> | <b>0.0%</b> | <b>2</b>  | <b>2.1%</b> | <b>3</b> | <b>3.2%</b> | <b>0</b> | <b>0.0%</b> |

\*Includes all sheriff employees

**3.5 DEPARTMENT DISTRIBUTION**

As of May 2019, the County employed 1,056 employees across 51 different departments, excluding courts. The following analysis is intended to provide basic information regarding how employees are distributed among departments.

Exhibit 3AF depicts the number of classifications that are present in each department, along with the number and overall percentage of total employees by department. As the exhibit illustrates, the largest department (in terms of employees) is Corrections, with 281 employees, representing 26.6 percent of the County’s workforce.

**EXHIBIT 3AF  
EMPLOYEES AND CLASSES BY DEPARTMENT**

| Department/Location            | Employees | Classifications | % of Total |
|--------------------------------|-----------|-----------------|------------|
| Adair Softball Park            | 2         | 2               | 0.2%       |
| Assessment                     | 60        | 26              | 5.7%       |
| Board of Equalization          | 2         | 2               | 0.2%       |
| Clerk of County Legislature    | 5         | 5               | 0.5%       |
| Collections                    | 29        | 14              | 2.7%       |
| COMBAT Administration          | 14        | 13              | 1.3%       |
| Corrections                    | 281       | 37              | 26.6%      |
| County Counselor               | 11        | 9               | 1.0%       |
| County Executive               | 8         | 7               | 0.8%       |
| County Municipal Court         | 4         | 3               | 0.4%       |
| DART                           | 4         | 4               | 0.4%       |
| Detention - Population Control | 5         | 5               | 0.5%       |
| Engineering                    | 6         | 6               | 0.6%       |
| Equipment Service Center       | 3         | 1               | 0.3%       |
| Facilities Management          | 30        | 12              | 2.8%       |
| Fifth District                 | 1         | 1               | 0.1%       |
| Finance                        | 20        | 18              | 1.9%       |
| First District                 | 2         | 1               | 0.2%       |
| Fourth District                | 1         | 1               | 0.1%       |

**EXHIBIT 3AF (Continued)  
EMPLOYEES AND CLASSES BY DEPARTMENT**

| Department/Location                      | Employees    | Classifications | % of Total    |
|------------------------------------------|--------------|-----------------|---------------|
| Fred Arbanas Golf Course                 | 12           | 8               | 1.1%          |
| Gang Intelligence                        | 1            | 1               | 0.1%          |
| Health Services                          | 8            | 6               | 0.8%          |
| Heritage Programs and Museums            | 12           | 5               | 1.1%          |
| Human Relations and Citizens Complaints  | 3            | 3               | 0.3%          |
| Human Resources                          | 9            | 7               | 0.9%          |
| Information Technology                   | 30           | 18              | 2.8%          |
| JAG                                      | 10           | 6               | 0.9%          |
| JC Drug Task Force                       | 6            | 5               | 0.6%          |
| Legislative Auditor                      | 6            | 6               | 0.6%          |
| Legislature As A Whole                   | 1            | 1               | 0.1%          |
| Marinas                                  | 6            | 2               | 0.6%          |
| Medical Examiner                         | 20           | 11              | 1.9%          |
| Natural Resources                        | 8            | 3               | 0.8%          |
| Office of Communications                 | 5            | 4               | 0.5%          |
| Park Operations                          | 53           | 19              | 5.0%          |
| Park Safety and Interpretation           | 14           | 8               | 1.3%          |
| Prevention/Prosecution of Sexual Assault | 6            | 2               | 0.6%          |
| Prosecuting Attorney                     | 122          | 31              | 11.6%         |
| Public Administrator                     | 28           | 17              | 2.7%          |
| Public Works Development                 | 7            | 7               | 0.7%          |
| Recorder of Deeds                        | 17           | 8               | 1.6%          |
| Recreational Programs                    | 5            | 5               | 0.5%          |
| Registration and Permits                 | 4            | 3               | 0.4%          |
| Road and Bridge Maintenance              | 45           | 12              | 4.3%          |
| Rock Island Rail Corridor Authority      | 2            | 2               | 0.2%          |
| Second District                          | 2            | 1               | 0.2%          |
| Sheriff                                  | 118          | 33              | 11.2%         |
| Sixth District                           | 1            | 1               | 0.1%          |
| Special Recreation                       | 3            | 3               | 0.3%          |
| Third District                           | 2            | 2               | 0.2%          |
| VAWA (Sexual Assault Grant)              | 2            | 2               | 0.2%          |
| <b>OVERALL</b>                           | <b>1,056</b> | <b>409*</b>     | <b>100.0%</b> |

\* There are a total of 329 unique classification titles in the Jackson County. The total displayed here differs due to duplicate classifications across departments.

### 3.6 SUMMARY

The information contained in this chapter identifies a number of strengths and weaknesses in Jackson County related to the overall structure of the compensation system, as well as the administration of it at the individual employee level. Notably, the following was found:

- **Range Spread** – Range spreads throughout the County salary schedules vary significantly—4.4 to 65.1 percent, with an average of 38.6 percent—which is not in keeping with the best practice of establish consistent range spreads between 50 and 70 percent.
- **Midpoint Progression** – Midpoint progressions also vary throughout the different schedules—9.1 to 13.6 percent, with an average of 12.5 percent. The current midpoint progression was not in keeping with the best practice of setting progression between three and five percent.
- **Salary Placement** – The vast majority of employees are compensated below their pay grade’s midpoint—with over half in the first quartile alone.
- **Grade Penetration** – The County generally maintains a healthy positive linear relationship between experience and pay.

The analysis in **Chapter 3** acts as a starting point for development of recommendations in this report. Paired with market data, Evergreen is able to make recommendations that will ensure that Jackson County’s compensation system is structurally sound, competitive with the market, and treats employees equitably.



## Chapter 4 – Salary Survey Summary

**Chapter 4** focuses on the external salary survey conducted by Evergreen Solutions. Conducting a salary comparison analysis determines the relative competitive market position of the compensation system in Jackson County. This is accomplished by examining salary ranges and the various components within the County’s respective labor market. Data collected are used to analyze the overall market competitiveness of the County, as well as to develop compensation recommendations that will assist the County in recruiting and retaining talented employees. This salary analysis can be used to examine the overall competitiveness of the County and not for evaluating salaries at the individual level—as individual pay is determined through a combination of factors, which can include demand for the type of job, performance, experience, negotiation, and budgetary concerns.

Salary comparisons should be considered a snapshot of current market conditions, as the data collected are reflective of market information at the time of the study. Market conditions can change and market surveys should be completed at regular intervals to ensure the County’s salary structure remains up to date with the current market.

### **4.1 SURVEY DATA SOURCES**

Evergreen collected pay range information from target organizations in the County’s competitive market using a customized market survey tool. The development of this tool included selecting benchmark classifications to be surveyed. The classification title, a description of assigned duties, and the education and experience requirements were provided to each peer in the survey tool for each benchmarked classification. Peers were asked to provide the classification title in their organization that best matches the given essential job functions and education/experience requirements of each title in the County; Evergreen’s goal is to ensure at least a 70 percent match of responsibilities.

Data were collected from peer organizations in the immediate region. While some peers were selected based on shared characteristics (i.e. demographics, service offerings, etc.), many were selected based on the competition for quality candidates and employees they present to the County.

Twenty (20) market peers were asked to participate and salary data were obtained from 17 peers as shown in **Exhibit 4A**. Some classifications in the County can be found in the private sector; private sector salary data provided by the Economic Research Institute (ERI) were also gathered to supplement the public sector data.



**EXHIBIT 4A  
MARKET PEERS**

| Peer                                 | Cost-of-Living Index |
|--------------------------------------|----------------------|
| <b>Jackson County, MO</b>            | <b>88.2</b>          |
| <b>Counties</b>                      |                      |
| Clay County, MO                      | 89.1                 |
| Greene County, MO                    | 87.1                 |
| Johnson County, KS                   | 102.1                |
| Sedgwick County, KS                  | 90.0                 |
| St. Charles County, MO               | 90.6                 |
| St. Louis County, MO                 | 99.3                 |
| Wyandotte County, KS                 | 78.1                 |
| <b>Cities</b>                        |                      |
| City of Blue Springs*                | 88.2                 |
| City of Independence                 | 88.2                 |
| City of Kansas City                  | 88.2                 |
| City of Lee's Summit                 | 88.2                 |
| City of Omaha, NE                    | 97.5                 |
| City of Overland Park, KS            | 102.1                |
| City of St. Louis                    | 99.3                 |
| City of Des Moines, IA               | 92.5                 |
| City of Wichita, KS                  | 90.0                 |
| <b>Cities</b>                        |                      |
| U.S. Federal Government*             | 88.2                 |
| State of Missouri Government         | 89.5                 |
| Truman Medical Center                | 88.2                 |
| University of Kansas Medical Center* | 78.1                 |

\* No salary data obtained

Data were adjusted for cost-of-living using index factors which allow for salary dollars from entities outside of the County's area to be compared in spending power. The cost-of-living for each peer organization is determined at the County level. Evergreen utilizes data from the Council for Community and Economic Research (C2ER) as the source for the COLI (Cost-of-Living Index).

## 4.2 SALARY DATA

Making use of the County's assigned pay ranges, Evergreen was able to make direct market evaluations across classifications and benchmark groupings, as well as compare the ranges of benchmarked positions to the salary ranges collected from the target organizations identified in **Exhibit 4A**.



The market differentials and the percentage difference between the County and the market are shown in **Exhibit 4B** for survey market range minimum, midpoint, and maximum. A positive differential indicates the County is above market for that classification at the range minimum, midpoint, or maximum; a negative differential indicates that the County is below market for that classification at that range position. The differentials do not necessarily mean incumbents are overpaid or underpaid in their classifications. It simply displays the difference between the salary range and the average published salary range in the County's market.

**Exhibit 4B** provides a summary of the results at the market average for each comparison point. The exhibit contains the following information:

- each of the 68 benchmarked classifications;
- the market salary range information for each benchmarked classification, including the average of the peer responses for the salary range minimum, midpoint, and maximum (**Note:** Data are not included for the five classifications that received less than four responses, as they could not reliably be considered representative of the market. Therefore, market data are displayed for 63 benchmarked classifications.);
- a percentage differential between current salary ranges and average market ranges;
- the survey average pay range; and
- the total number of survey responses for each classification and the average number of responses for all classifications.

**EXHIBIT 4B  
SALARY SURVEY MARKET SUMMARY**

| Classification Title                          | Survey Minimum |        | Survey Midpoint |        | Survey Maximum |        | Survey Avg. Range | Number of Responses |
|-----------------------------------------------|----------------|--------|-----------------|--------|----------------|--------|-------------------|---------------------|
|                                               | Average        | % Diff | Average         | % Diff | Average        | % Diff |                   |                     |
| Accountant                                    | \$40,824.58    | 5.9%   | \$50,750.00     | 12.3%  | \$60,675.42    | 16.4%  | 48.4%             | 10                  |
| Accounts Payable Specialist                   | \$30,754.49    | -21.1% | \$37,297.83     | -16.2% | \$43,841.18    | -12.8% | 42.6%             | 13                  |
| Administrative Assistant                      | \$30,766.01    | -21.2% | \$38,610.92     | -19.6% | \$46,455.83    | -18.6% | 50.8%             | 12                  |
| Applications Program Manager                  | \$62,220.71    | -23.8% | \$78,697.14     | -19.3% | \$95,173.58    | -16.4% | 52.2%             | 8                   |
| Assistant Director of Accounting              | \$71,545.66    | -25.5% | \$90,220.59     | -20.7% | \$108,895.52   | -17.6% | 51.5%             | 6                   |
| Assistant Prosecuting Attorney I              | \$53,858.32    | -7.4%  | \$69,576.88     | -4.0%  | \$85,295.44    | -1.8%  | 58.0%             | 10                  |
| Auditor                                       | \$44,228.82    | -22.5% | \$56,606.04     | -22.9% | \$68,983.26    | -23.2% | 55.5%             | 9                   |
| Bookkeeper                                    | \$27,056.00    | -17.6% | \$33,494.39     | -16.7% | \$39,932.77    | -16.1% | 47.6%             | 9                   |
| Budget Analyst                                | \$43,902.68    | -33.8% | \$55,479.88     | -32.9% | \$67,057.07    | -32.3% | 52.6%             | 7                   |
| Building Official                             | \$44,447.07    | -35.0% | \$56,139.34     | -34.1% | \$67,831.61    | -33.4% | 51.9%             | 8                   |
| Building Services Technician                  | \$25,712.41    | -21.1% | \$31,735.39     | -21.5% | \$37,758.37    | -21.8% | 47.9%             | 11                  |
| Captain I                                     | \$71,339.90    | -3.3%  | \$83,610.40     | -12.0% | \$95,880.90    | -18.9% | 34.7%             | 7                   |
| Chief Administrative Officer                  | \$107,964.06   | -20.6% | \$135,256.76    | -15.1% | \$162,549.46   | -11.6% | 50.8%             | 6                   |
| Chief Investigator                            | \$47,780.34    | -15.1% | \$62,191.27     | -13.3% | \$76,602.20    | -12.2% | 60.5%             | 7                   |
| Child Support Enforcement Supervisor          | -              | -      | -               | -      | -              | -      | -                 | 2                   |
| Civil Engineer I                              | \$50,703.99    | -35.9% | \$64,579.03     | -35.8% | \$78,454.08    | -35.7% | 54.2%             | 9                   |
| Clerk                                         | \$23,487.14    | -12.1% | \$28,951.35     | -12.4% | \$34,415.57    | -12.6% | 47.2%             | 11                  |
| Collections Supervisor                        | \$39,200.89    | -22.7% | \$49,521.55     | -21.8% | \$59,842.22    | -21.1% | 52.9%             | 7                   |
| Communications Specialist I                   | \$34,766.32    | -11.1% | \$44,128.08     | N/A    | \$53,489.84    | N/A    | 54.2%             | 10                  |
| Communications/E-Govt Coordinator/PIO         | \$53,649.36    | -14.5% | \$68,561.52     | -10.9% | \$83,473.68    | -8.6%  | 55.0%             | 9                   |
| Corrections Officer I                         | \$31,951.38    | -2.4%  | \$40,841.23     | -24.3% | \$49,731.07    | -41.1% | 55.8%             | 8                   |
| County House Arrest Officer                   | -              | -      | -               | -      | -              | -      | -                 | 2                   |
| Courthouse Security Officer                   | \$30,183.81    | -36.8% | \$37,257.99     | -37.2% | \$44,332.17    | -37.5% | 47.0%             | 9                   |
| Deputy County Counselor                       | \$87,904.96    | -25.5% | \$113,664.10    | -24.9% | \$139,423.24   | -24.5% | 58.1%             | 6                   |
| Deputy Sheriff I                              | \$43,157.27    | -23.3% | \$53,522.35     | N/A    | \$63,887.43    | N/A    | 48.6%             | 9                   |
| Director of Communications                    | \$84,155.53    | -11.5% | \$111,230.78    | -18.1% | \$138,306.03   | -22.3% | 63.6%             | 6                   |
| Director of Finance and Purchasing            | \$96,936.15    | -25.5% | \$129,129.68    | -32.8% | \$161,323.21   | -37.4% | 66.0%             | 8                   |
| Director of Human Resources                   | \$87,964.59    | -15.9% | \$118,275.08    | -24.2% | \$148,585.57   | -29.4% | 68.5%             | 9                   |
| Director of Information Technology            | \$92,220.82    | -20.6% | \$119,121.48    | -24.9% | \$146,022.15   | -27.7% | 57.9%             | 9                   |
| Director of Parks and Recreation              | \$89,448.00    | -17.6% | \$119,561.03    | -25.2% | \$149,674.06   | -30.1% | 66.7%             | 8                   |
| Director of Public Works                      | \$98,225.87    | -26.8% | \$131,589.40    | -34.6% | \$164,952.93   | -39.5% | 67.0%             | 9                   |
| Equipment Operator I                          | \$31,132.27    | -22.3% | \$37,192.46     | -15.9% | \$43,252.66    | -11.5% | 39.8%             | 13                  |
| Executive Assistant                           | \$41,380.18    | -28.1% | \$51,686.83     | -26.0% | \$61,993.48    | -24.6% | 49.5%             | 11                  |
| Facilities Management Assistant Administrator | \$53,460.09    | -20.9% | \$70,542.68     | -20.5% | \$87,625.26    | -20.3% | 63.6%             | 10                  |
| Foreman                                       | \$38,641.17    | -9.1%  | \$48,202.54     | -6.9%  | \$57,763.92    | -5.5%  | 49.1%             | 10                  |

**EXHIBIT 4B (Continued)  
SALARY SURVEY MARKET SUMMARY**

| Classification Title                      | Survey Minimum |               | Survey Midpoint |               | Survey Maximum |               | Survey Avg. Range | Number of Responses |
|-------------------------------------------|----------------|---------------|-----------------|---------------|----------------|---------------|-------------------|---------------------|
|                                           | Average        | % Diff        | Average         | % Diff        | Average        | % Diff        |                   |                     |
| GIS Developer                             | \$51,618.86    | -17.5%        | \$65,874.49     | -13.7%        | \$80,130.11    | -11.4%        | 55.1%             | 9                   |
| Golf Course Maintenance Supervisor        | \$38,580.99    | 3.3%          | \$49,576.90     | 2.5%          | \$60,572.82    | 2.0%          | 56.1%             | 5                   |
| Human Resources Administrator             | \$53,246.06    | -20.5%        | \$69,143.27     | -18.5%        | \$85,040.48    | -17.3%        | 59.0%             | 8                   |
| Human Resources Analyst                   | \$44,247.22    | -22.6%        | \$56,207.64     | -22.2%        | \$68,168.05    | -22.0%        | 53.6%             | 12                  |
| Inmate Services Coordinator               | \$34,406.60    | 2.5%          | \$43,784.64     | 2.7%          | \$53,162.67    | 2.8%          | 55.0%             | 4                   |
| Investigator I - Medical Examiner         | \$36,051.53    | -3.0%         | \$45,315.23     | -0.7%         | \$54,578.92    | 0.8%          | 51.8%             | 5                   |
| Investigator I - Prosecuting Attorney     | \$43,902.56    | -49.8%        | \$53,421.61     | -45.3%        | \$62,940.67    | -42.4%        | 43.4%             | 5                   |
| Legal Assistant                           | \$36,272.98    | -26.2%        | \$45,046.38     | -23.7%        | \$53,819.78    | -22.0%        | 48.7%             | 9                   |
| Living History Interpreter                | -              | -             | -               | -             | -              | -             | -                 | 3                   |
| Network Support Technician                | \$34,296.49    | -9.5%         | \$43,816.79     | -9.6%         | \$53,337.08    | -9.7%         | 55.8%             | 9                   |
| Office Administrator                      | \$39,082.84    | -22.4%        | \$48,393.16     | -19.5%        | \$57,703.48    | -17.5%        | 47.3%             | 8                   |
| Paralegal                                 | \$38,996.67    | -44.2%        | \$47,126.40     | -39.1%        | \$55,256.13    | -35.6%        | 40.7%             | 8                   |
| Park Ranger I                             | \$33,366.89    | 8.1%          | \$41,381.40     | -8.4%         | \$49,395.92    | -21.3%        | 48.2%             | 7                   |
| Payroll Specialist                        | \$36,488.87    | -26.8%        | \$44,875.62     | -23.3%        | \$53,262.36    | -21.0%        | 45.7%             | 12                  |
| Prosecuting Attorney                      | \$84,411.29    | N/A           | \$106,846.68    | N/A           | \$129,282.07   | N/A           | 52.7%             | 7                   |
| Public Health Specialist                  | \$39,497.83    | -23.5%        | \$49,156.30     | -21.0%        | \$58,814.77    | -19.4%        | 49.4%             | 5                   |
| Records Representative                    | \$29,435.40    | -34.4%        | \$35,123.86     | -31.5%        | \$40,812.33    | -29.5%        | 39.4%             | 6                   |
| Records Specialist                        | \$27,545.05    | -10.2%        | \$33,268.65     | -4.8%         | \$38,992.25    | -1.1%         | 42.3%             | 7                   |
| Research Analyst                          | \$37,337.46    | -29.0%        | \$47,357.56     | -28.6%        | \$57,377.66    | -28.3%        | 54.0%             | 5                   |
| Residential Appraiser                     | \$34,213.14    | -20.4%        | \$43,263.40     | -19.7%        | \$52,313.66    | -19.2%        | 53.1%             | 7                   |
| Residential Property Appraisal Supervisor | \$43,673.12    | -9.1%         | \$54,171.08     | -6.4%         | \$64,669.05    | -4.6%         | 48.3%             | 6                   |
| Senior Assistant Auditor                  | \$50,285.10    | -20.2%        | \$64,626.53     | -17.1%        | \$78,967.97    | -15.3%        | 57.1%             | 5                   |
| Senior Buyer                              | \$40,253.47    | -13.2%        | \$51,982.30     | -14.5%        | \$63,711.13    | -15.3%        | 58.4%             | 7                   |
| Senior Commercial Appraiser               | \$38,790.09    | -9.5%         | \$49,203.08     | -9.0%         | \$59,616.07    | -8.7%         | 53.8%             | 7                   |
| Senior Equipment Operator                 | \$30,499.28    | 2.3%          | \$37,402.40     | 6.2%          | \$44,305.52    | 8.8%          | 45.6%             | 10                  |
| Senior Software Engineer                  | \$56,184.87    | -25.8%        | \$71,548.81     | -21.9%        | \$86,912.76    | -19.5%        | 54.7%             | 8                   |
| Shift Supervisor Lieutenant               | \$49,305.97    | -2.8%         | \$61,860.51     | -15.9%        | \$74,415.06    | -25.6%        | 51.0%             | 7                   |
| Superintendent of Recreation              | \$60,133.28    | -20.5%        | \$75,418.59     | -15.0%        | \$90,703.91    | -11.6%        | 49.6%             | 7                   |
| Support Center Administrator              | \$66,015.45    | -29.7%        | \$83,183.11     | -24.7%        | \$100,350.78   | -21.6%        | 51.8%             | 8                   |
| Support Services Specialist               | -              | -             | -               | -             | -              | -             | -                 | 3                   |
| Systems Engineer                          | \$58,810.46    | -30.3%        | \$72,455.61     | -23.2%        | \$86,100.76    | -18.5%        | 46.1%             | 7                   |
| Trial Team Leader                         | -              | -             | -               | -             | -              | -             | -                 | 2                   |
| Victim Advocate                           | \$33,751.50    | -7.9%         | \$42,367.49     | -6.2%         | \$50,983.47    | -5.2%         | 51.1%             | 7                   |
| <b>Overall Average</b>                    |                | <b>-18.7%</b> |                 | <b>-18.4%</b> |                | <b>-18.3%</b> | <b>52.2%</b>      | <b>7.7</b>          |
| <b>Total</b>                              |                |               |                 |               |                |               |                   | <b>523</b>          |

## Market Minimums

A starting point of the analysis is to compare the average market minimum for each classification to the County's range minimums. Market minimums are generally considered as an entry-level salary for employees who meet the minimum qualifications of a classification. Employees with salaries at or near the range minimums are less likely to have mastered the job and would have not acquired the skills and experience necessary to be fully proficient in their classification.

**Exhibit 4B** illustrates that the County was, on average, approximately 18.7 percent below market at the minimum of their respective salary ranges for all surveyed classifications.

Several conclusions can be drawn based on the collected data:

- The surveyed position differentials range from 49.8 percent below market minimum for the Investigator I – Prosecuting Attorney classification to 8.1 percent above market for the Park Ranger I classification.
- Of the 62 classifications with market minimum percentage differentials, 57 (91.9 percent) were below market at the minimum, while the remaining five (8.1 percent) were above market at the minimum of surveyed salary ranges (**Note:** One classification does not have an established pay range).
- Thirty-six (36) surveyed positions were 20 percent or more below their respective market minimums.

## Market Midpoints

This subsection explores the comparison between average peer midpoints and the midpoints for classifications in the County. Market midpoints are important to consider as they are commonly recognized as the salary point at which employees have achieved full proficiency, and are performing satisfactorily in their classification.

**Exhibit 4B** illustrates that the County was, on average, approximately 18.4 percent below market at the midpoint of the respective salary ranges for all surveyed classifications.

Based on the collected data, the following observations can be made:

- The surveyed position differentials range from 45.3 percent below market midpoint for the Investigator I – Prosecuting Attorney classification to 12.3 percent above market for the Accountant classification.
- Of the 60 classifications with market midpoint percentage differentials, 56 (93.3 percent) are below market at the midpoint, while the remaining four (6.7 percent) were above market at the midpoint of surveyed salary ranges (**Note:** Three classifications do not have established pay range midpoints).
- Twenty-eight (28) surveyed positions were 20 percent or more below their respective market midpoints.



## Market Maximums

The peer salary range maximums are compared to the County's range maximums for each benchmarked classification. The market maximum is significant as it represents the upper limit salary that an organization might provide to retain and/or reward experienced and high performing incumbents. Additionally, being competitive at the maximum allows organizations to retain highly qualified employees in classifications that are difficult to fill.

**Exhibit 4B** illustrates that the County was, on average, approximately 18.3 percent below market at the maximum of the respective salary ranges for all surveyed classifications.

Based on the collected data, the following observations can be made:

- The surveyed position differentials range from 42.4 percent below market maximum for the Investigator I – Prosecuting Attorney classification to 16.4 percent above market for the Accountant classification.
- Of the 60 classifications with market maximum percentage differentials, 55 (91.7 percent) were below market at the maximum, while the remaining six (8.3 percent) were above market at the midpoint of surveyed salary ranges (**Note:** Three classifications do not have established pay range maximums).
- Twenty-seven (27) surveyed positions were 20 percent or more below their respective market maximums.

## Range Spreads

Range spreads (the width of salary ranges) allow for flexibility when determining hiring salaries, indicate the room for growth within a classification, and provide a metric for which the County can compare its current compensation structure to the rest of the market. Range spread is generally set between 50 to 70 percent for best practice.

**Exhibit 4B** shows the average market range spreads for each of the surveyed positions. The average market range spread across the salary ranges of all surveyed positions is 52.2 percent. The market range spreads vary between 34.7 percent for the Captain I classification and 68.5 percent for the Director of Human Resources classification. Overall, the County has much narrower range spreads compared to the market, with an overall average range spread of 39.4 percent across all pay ranges.

## **4.3 MARKET SURVEY SUMMARY**

From the analysis of the data gathered in the external labor market assessment, the following conclusions can be made:

- From 523 survey responses (7.7 per benchmarked classification), it was determined that Jackson County is approximately 18.7 percent below the market minimum, 18.4 percent below the market midpoint, and 18.3 percent below the market maximum of salary ranges of benchmark positions.



- The average market range spread across the salary ranges of all surveyed positions is 52.2 percent, which is broader than the 39.4 percent overall average found across all of the County’s pay ranges.

Information gained from the market survey is used in conjunction with current environmental factors (such as budget) to develop a recommended compensation system that places the County in a strong position to stay competitive in today’s market. A discussion of a proposed pay plan and study recommendations can be found in **Chapter 6** of this report.

## Chapter 5 – Benefits Survey Summary

Evergreen Solutions conducted a benefits survey for Jackson County. A benefits survey, much like a salary evaluation, represents a snapshot in time of what is available in peer organizations and can provide the organization with an understanding of the total compensation package (salary and benefits) offered by its peers.

This information should be used as a cursory overview and not a line-by-line comparison, since benefits can be weighted differently depending on the importance to the organization. Also, benefits are usually negotiated and acquired through third-parties, so one-to-one comparisons can be difficult. The analysis in this chapter highlights aspects of the benefits survey that provide pertinent information that can be considered reliably representative of market conditions.

Chapters includes the following sections:

- 5.1 – General Benefits
- 5.2 – Insurance Coverages
- 5.3 – Retirement
- 5.4 – Leave
- 5.5 – Fringe Benefits
- 5.6 – Conclusion

As shown in **Exhibit 5A**, 20 market peers were asked to participate and benefits data were obtained from 17 organizations.

### 5.1 GENERAL BENEFITS

**Exhibit 5B** displays the comparison of organizational demographics between the County and responding peers. The average workforce for responding peers was 2,113 employees (89.3 percent) and 253 part-time employees (11.0 percent). By comparison the County is smaller, with 1,056 full-time employees (not including vacant positions).

Benefits as a percent of total compensation is a broad common indicator that is used to assess how generous benefits are at individual organizations. Total compensation refers to the total dollar amount an employee receives from the organization and is generally calculated as the employee's salary plus all benefits (expressed as a dollar amount). Therefore, benefits as a percentage of total compensation is calculated by dividing benefits by the amount of total compensation. Benefits as a percentage of total compensation for the County are approximately 35.0 percent; by comparison, the market average was found to be 30.1 percent.



**EXHIBIT 5A  
BENEFITS SURVEY RESPONDENTS**

| Market Peer                          |  |
|--------------------------------------|--|
| Counties                             |  |
| Clay County, MO*                     |  |
| Greene County, MO                    |  |
| Johnson County, KS                   |  |
| Sedgwick County, KS                  |  |
| St. Charles County, MO               |  |
| St. Louis County, MO                 |  |
| Wyandotte County, KS                 |  |
| Cities                               |  |
| City of Blue Springs*                |  |
| City of Independence                 |  |
| City of Kansas City                  |  |
| City of Lee’s Summit                 |  |
| City of Omaha, NE                    |  |
| City of Overland Park, KS            |  |
| City of St. Louis                    |  |
| City of Des Moines, IA               |  |
| City of Wichita, KS                  |  |
| Other                                |  |
| U.S. Federal Government              |  |
| State of Missouri Government         |  |
| Truman Medical Center                |  |
| University of Kansas Medical Center* |  |

\* No benefits data obtained

**EXHIBIT 5B  
COMPARISON OF ORGANIZATIONAL DEMOGRAPHICS**

| Organization Demographics | Peer Average |       | Jackson County |        |
|---------------------------|--------------|-------|----------------|--------|
| Full-Time Employees       | 2,113        | 89.3% | 1,056          | 100.0% |
| Part-Time Employees       | 253          | 10.7% | -              | 0.0%   |





## 5.2 INSURANCE COVERAGES

### Health

Responding peers provide an average of 2.9 health plans (any combination of HMO, PPO, or another type of plan) to their employees. As shown, 20.0 percent offer an HMO plan, 80.0 percent offer a PPO plan, and 66.7 percent offer some other sort of health plan. Among the other types of plans offered by 66.7 percent of responding peers, the most common are HSAs (Health Savings Accounts), HDHPs (High Deductible Health Plans), and POS (Point of Service) plans. **Exhibits 5C, 5D, and 5E** display data on the types of health plans offered by the peers in comparison with what is offered by Jackson County.

**Exhibit 5C** indicates that among the 18.8 percent of responding peers that provide their employees HMO plans, the average employer contribution to premiums ranges from \$471.39 for employee-only coverage to \$1,177.42 for employee-plus-family coverage. The County offers an HMO plan and its contributions, by comparison, range from \$583.58 for employee-only coverage to \$1,470.09 for employee-plus-family coverage.

**Exhibit 5D** shows that among the 81.3 percent of responding peers that provide their employees with PPO plans, employer contributions to premiums range from \$580.90 for employee-only coverage to \$1,122.73 for employee-plus-family coverage. By comparison, the County offers two PPO plans and the average contribution ranges from \$577.41 for employee-only coverage to \$1,436.20 for employee-plus-family coverage.

**Exhibit 5E** displays all other plans (i.e. HSAs, HDHPs, POS, etc.) that 62.5 percent of responding peers provide to their employees. Average employer contributions to premiums among responding peers range from \$523.17 for employee-only coverage to \$1,257.15 for employee-plus-family coverage. The County, by comparison, offers three plans—two EPO (Exclusive Provider Organization) plans and a HDHP—and the average contribution to premiums ranges from \$562.91 for employee-only coverage to \$1,305.38 for employee-plus-family coverage.

### Dental

**Exhibit 5F** shows that 70.6 percent of responding peers offer employer-paid dental insurance for employees. The average premium ranges from \$27.13 for employee-only coverage to \$57.68 for employee-plus-family coverage; by comparison, the County offers three employer-paid plans and the premiums for all three range from \$4.38 for employee-only coverage to \$11.00 for employee-plus-family coverage.

As shown in **Exhibit 5G**, all responding peers provide employee-paid dental insurance. The average cost to peer employees ranges from \$17.09 for employee-only coverage to \$55.78 for employee-plus-family coverage. The County offers three different employee-paid plans by comparison; the cheapest plan (in terms of premiums) has costs that range from \$4.38 for employee-only coverage to \$11.00 for employee-plus-family coverage, while the most expensive plan has costs that range from \$23.26 for employee-only coverage to \$79.97 for employee-plus family coverage.

**EXHIBIT 5C  
COMPARISON OF HMO HEALTH PLANS**

| Health Plan Premiums & Deductibles                                          | Peer HMO Average | Jackson County  |
|-----------------------------------------------------------------------------|------------------|-----------------|
| Percentage of peers offering each plan                                      | 18.8%            | HMO - Blue Care |
| Dollar amount (monthly) of employee premium paid by employer                | \$471.39         | \$583.58        |
| Percentage (monthly) of employee premium paid by employer                   | 90.5%            | 83.6%           |
| Dollar amount (monthly) of employee premium paid by employee                | \$49.48          | \$114.69        |
| Percentage (monthly) of employee premium paid by employee                   | 9.5%             | 16.4%           |
| Individual maximum deductible in-network                                    | *                | \$0.00          |
| Individual maximum deductible out-of-network                                | *                | \$0.00          |
| Dollar amount (monthly) of employee plus dependent premium paid by employer | \$961.98         | N/A             |
| Percentage (monthly) of employee plus dependent premium paid by employer    | 83.5%            | N/A             |
| Dollar amount (monthly) of employee plus dependent premium paid by employee | \$190.24         | N/A             |
| Percentage (monthly) of employee plus dependent premium paid by employee    | 16.5%            | N/A             |
| Employee plus dependent maximum deductible in-network                       | *                | N/A             |
| Employee plus dependent maximum deductible out-of-network                   | *                | N/A             |
| Dollar amount (monthly) of employee plus spouse premium paid by employer    | \$909.61         | \$1,267.01      |
| Percentage (monthly) of employee plus spouse premium paid by employer       | 83.1%            | 79.8%           |
| Dollar amount (monthly) of employee plus spouse premium paid by employee    | \$184.38         | \$320.23        |
| Percentage (monthly) of employee plus spouse premium paid by employee       | 16.9%            | 20.2%           |
| Employee plus spouse maximum deductible in-network                          | *                | \$0.00          |
| Employee plus spouse maximum deductible out-of-network                      | *                | \$0.00          |
| Dollar amount (monthly) of employee plus family premium paid by employer    | \$1,177.42       | \$1,470.09      |
| Percentage (monthly) of employee plus family premium paid by employer       | 79.3%            | 75.1%           |
| Dollar amount (monthly) of employee plus family premium paid by employee    | \$307.45         | \$488.52        |
| Percentage (monthly) of employee plus family premium paid by employee       | 20.7%            | 24.9%           |
| Employee plus family maximum deductible in-network                          | *                | \$0.00          |
| Employee plus family maximum deductible out-of-network                      | *                | \$0.00          |

\* Insufficient data were gathered to calculate an average that is reliably representative of the market.



**EXHIBIT 5D  
COMPARISON OF PPO HEALTH PLANS**

| Health Plan Premiums & Deductibles                                          | Peer PPO Average | Jackson County                           |                                     |
|-----------------------------------------------------------------------------|------------------|------------------------------------------|-------------------------------------|
|                                                                             |                  | Blue Saver QHDHP PPO Preferred Care Blue | Traditional PPO Preferred Care Blue |
| Percentage of peers offering each plan                                      | 81.3%            |                                          |                                     |
| Dollar amount (monthly) of employee premium paid by employer                | \$580.90         | \$572.28                                 | \$582.53                            |
| Percentage (monthly) of employee premium paid by employer                   | 90.5%            | 89.1%                                    | 85.2%                               |
| Dollar amount (monthly) of employee premium paid by employee                | \$60.77          | \$70.14                                  | \$101.48                            |
| Percentage (monthly) of employee premium paid by employee                   | 9.5%             | 10.9%                                    | 14.8%                               |
| Individual maximum deductible in-network                                    | \$1,122.73       | \$2,700.00                               | \$1,000.00                          |
| Individual maximum deductible out-of-network                                | \$2,138.10       | \$2,700.00                               | \$2,500.00                          |
| Dollar amount (monthly) of employee plus dependent premium paid by employer | \$917.99         | N/A                                      | N/A                                 |
| Percentage (monthly) of employee plus dependent premium paid by employer    | 77.7%            | N/A                                      | N/A                                 |
| Dollar amount (monthly) of employee plus dependent premium paid by employee | \$264.00         | N/A                                      | N/A                                 |
| Percentage (monthly) of employee plus dependent premium paid by employee    | 22.3%            | N/A                                      | N/A                                 |
| Employee plus dependent maximum deductible in-network                       | \$2,322.73       | N/A                                      | N/A                                 |
| Employee plus dependent maximum deductible out-of-network                   | \$4,368.18       | N/A                                      | N/A                                 |
| Dollar amount (monthly) of employee plus spouse premium paid by employer    | \$1,042.15       | \$1,237.59                               | \$1,257.60                          |
| Percentage (monthly) of employee plus spouse premium paid by employer       | 79.8%            | 83.7%                                    | 80.6%                               |
| Dollar amount (monthly) of employee plus spouse premium paid by employee    | \$264.00         | \$240.19                                 | \$302.06                            |
| Percentage (monthly) of employee plus spouse premium paid by employee       | 20.2%            | 16.3%                                    | 19.4%                               |
| Employee plus spouse maximum deductible in-network                          | \$2,304.76       | \$5,400.00                               | \$2,000.00                          |
| Employee plus spouse maximum deductible out-of-network                      | \$4,676.19       | \$5,400.00                               | \$4,500.00                          |
| Dollar amount (monthly) of employee plus family premium paid by employer    | \$1,274.24       | \$1,418.32                               | \$1,454.08                          |
| Percentage (monthly) of employee plus family premium paid by employer       | 79.2%            | 79.0%                                    | 75.9%                               |
| Dollar amount (monthly) of employee plus family premium paid by employee    | \$334.07         | \$376.35                                 | \$462.19                            |
| Percentage (monthly) of employee plus family premium paid by employee       | 20.8%            | 21.0%                                    | 24.1%                               |
| Employee plus family maximum deductible in-network                          | \$2,371.43       | \$5,400.00                               | \$2,000.00                          |
| Employee plus family maximum deductible out-of-network                      | \$4,880.95       | \$5,400.00                               | \$4,500.00                          |

**EXHIBIT 5E  
COMPARISON OF OTHER HEALTH PLANS**

| Health Plan Premiums & Deductibles                                          | Other Plans Average | Jackson County       |                                 |                                     |
|-----------------------------------------------------------------------------|---------------------|----------------------|---------------------------------|-------------------------------------|
|                                                                             |                     | EPO Blue Select Plus | EPO Spira Care Blue Select Plus | QHDHP & Spira Care Blue Select Plus |
| Percentage of peers offering each plan                                      | 62.5%               |                      |                                 |                                     |
| Dollar amount (monthly) of employee premium paid by employer                | \$523.17            | \$575.85             | \$566.04                        | \$546.84                            |
| Percentage (monthly) of employee premium paid by employer                   | 95.0%               | 92.9%                | 94.1%                           | 99.3%                               |
| Dollar amount (monthly) of employee premium paid by employee                | \$27.32             | \$44.30              | \$35.24                         | \$4.00                              |
| Percentage (monthly) of employee premium paid by employee                   | 5.0%                | 7.1%                 | 5.9%                            | 0.7%                                |
| Individual maximum deductible in-network                                    | \$1,627.27          | \$0.00               | \$2,000.00                      | \$2,700.00                          |
| Individual maximum deductible out-of-network                                | \$2,685.71          | Not covered          | Not covered                     | Not covered                         |
| Dollar amount (monthly) of employee plus dependent premium paid by employer | \$1,036.20          | N/A                  | N/A                             | N/A                                 |
| Percentage (monthly) of employee plus dependent premium paid by employer    | 86.6%               | N/A                  | N/A                             | N/A                                 |
| Dollar amount (monthly) of employee plus dependent premium paid by employee | \$160.95            | N/A                  | N/A                             | N/A                                 |
| Percentage (monthly) of employee plus dependent premium paid by employee    | 13.4%               | N/A                  | N/A                             | N/A                                 |
| Employee plus dependent maximum deductible in-network                       | \$3,254.55          | N/A                  | N/A                             | N/A                                 |
| Employee plus dependent maximum deductible out-of-network                   | \$5,585.71          | N/A                  | N/A                             | N/A                                 |
| Dollar amount (monthly) of employee plus spouse premium paid by employer    | \$1,098.17          | \$1,251.91           | \$1,225.41                      | \$1,181.98                          |
| Percentage (monthly) of employee plus spouse premium paid by employer       | 85.0%               | 88.7%                | 89.5%                           | 93.2%                               |
| Dollar amount (monthly) of employee plus spouse premium paid by employee    | \$193.94            | \$159.27             | \$143.11                        | \$86.74                             |
| Percentage (monthly) of employee plus spouse premium paid by employee       | 15.0%               | 11.3%                | 10.5%                           | 6.8%                                |
| Employee plus spouse maximum deductible in-network                          | \$3,254.55          | \$0.00               | \$4,000.00                      | \$5,400.00                          |
| Employee plus spouse maximum deductible out-of-network                      | \$5,585.71          | Not covered          | Not covered                     | Not covered                         |
| Dollar amount (monthly) of employee plus family premium paid by employer    | \$1,257.15          | \$1,149.70           | \$1,402.31                      | \$1,364.13                          |
| Percentage (monthly) of employee plus family premium paid by employer       | 81.6%               | 79.8%                | 83.1%                           | 88.6%                               |
| Dollar amount (monthly) of employee plus family premium paid by employee    | \$283.95            | \$290.51             | \$285.17                        | \$175.74                            |
| Percentage (monthly) of employee plus family premium paid by employee       | 18.4%               | 20.2%                | 16.9%                           | 11.4%                               |
| Employee plus family maximum deductible in-network                          | \$3,254.55          | \$0.00               | \$4,000.00                      | \$5,400.00                          |
| Employee plus family maximum deductible out-of-network                      | \$5,585.71          | Not covered          | Not covered                     | Not covered                         |

**EXHIBIT 5F  
COMPARISON OF DENTAL AND VISION PLANS  
EMPLOYER-PAID**

| Dental and Vision Coverage |                | Offered? | Average Number of Plans Offered | Average Maximum Monthly Amount Employer Pays for Employee-only Coverage | Average Maximum Monthly Amount Employer Pays for Employee-plus-Dependent Coverage | Average Maximum Monthly Amount Employer Pays for Employee-plus-Family Coverage |
|----------------------------|----------------|----------|---------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Dental Insurance           | Employer-Paid  | 70.6%    | 1.5                             | \$27.13                                                                 | \$47.70                                                                           | \$57.68                                                                        |
|                            | Jackson County | Yes      | 3.0                             | \$4.38                                                                  | \$7.14                                                                            | \$11.00                                                                        |
| Vision Plan                | Employer Paid  | 41.2%    | 1.0                             | \$7.09                                                                  | \$13.01                                                                           | \$13.17                                                                        |
|                            | Jackson County | No       | N/A                             | N/A                                                                     | N/A                                                                               | N/A                                                                            |

**EXHIBIT 5G  
COMPARISON OF DENTAL AND VISION PLANS  
EMPLOYEE-PAID**

| Dental and Vision Coverage |                | Offered? | Average Number of Plans Offered | Average Maximum Monthly Amount Employee Pays for Employee-only Coverage | Average Maximum Monthly Amount Employee Pays for Employee-plus-Dependent Coverage | Average Maximum Monthly Amount Employee Pays for Employee-plus-Family Coverage |
|----------------------------|----------------|----------|---------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Dental Insurance           | Employee-Paid  | 100.0%   | 1.8                             | \$17.09                                                                 | \$39.37                                                                           | \$55.78                                                                        |
|                            | Jackson County | Yes      | 3.0                             | \$4.38/\$13.10/\$23.26                                                  | \$7.12/\$25.23/\$47.36                                                            | \$11.00/\$47.29/\$79.97                                                        |
| Vision Plan                | Employee Paid  | 82.4%    | 1.1                             | \$5.53                                                                  | \$11.33                                                                           | \$16.56                                                                        |
|                            | Jackson County | Yes      | 1.0                             | \$5.57                                                                  | \$10.58                                                                           | \$16.37                                                                        |

**Vision**

**Exhibits 5F and 5G** also provide a comparison of vision plans. As shown in **Exhibit 5F**, 41.2 percent of responding peers offer employer-paid vision insurance for employees and the average cost to peer organizations ranges from \$7.09 for employee-only coverage to \$13.17 for employee-plus-family coverage. By comparison, Jackson County does not offer an employer-paid vision plan.

**Exhibit 5G** indicates that 81.3 percent offer employee-paid plans with an average cost to peer employees that ranges from \$5.53 for employee-only coverage to \$16.56 for employee-plus-family coverage. By comparison, the County offers an employee-paid plan that has a monthly cost to employees ranging from \$5.57 for employee-only coverage to \$10.58 for employee-plus-family coverage.

**Disability Plans**

**Exhibit 5H** shows that 18.8 percent of responding peers offer employer-paid short-term disability insurance for employees, while 66.8 provide long-term coverage. Insufficient data were gathered to calculate average peer costs for both types, as they often depend upon various factors such as the employee’s salary. Too few peers provide employer-paid short-term coverage to calculate a reliable average, but for long-term coverage the average benefit is 60.6 percent of the employee’s salary. By comparison, the County does not provide employer paid long-term coverage, but does provide short-term coverage with a benefit of 60 percent of the employee’s salary.

**EXHIBIT 5H  
COMPARISON OF DISABILITY PLANS  
EMPLOYER-PAID**

| Disability Coverage   |                | Offered? | Maximum Monthly Amount Employer Pays for Coverage | Percentage of Salary the Employee Receives |
|-----------------------|----------------|----------|---------------------------------------------------|--------------------------------------------|
| Short-Term Disability | Employer Paid  | 18.8%    | 1                                                 | 1                                          |
|                       | Jackson County | Yes      | 2                                                 | 60.0%                                      |
| Long-Term Disability  | Employer Paid  | 66.8%    | 1                                                 | 60.6%                                      |
|                       | Jackson County | No       | N/A                                               | N/A                                        |

<sup>1</sup> Insufficient data were gathered to calculate an average that can reliably be considered representative of the market.

<sup>2</sup> Depends on the employee’s salary

As shown in **Exhibit 5I**, 50.0 percent of responding peers provide employee-paid short-term disability insurance to their employees, and 50.0 percent provide long-term coverage. Like the employer-paid coverages, insufficient data were gathered to calculate average peer costs for both types, as they often depend upon the employee’s salary. For short-term coverage the average benefit is 57.5 percent of salary, while long-term coverage averages 46.0 percent of the employee’s salary. By comparison, the County does not provide employee-paid short-term coverage, but does provide long-term coverage with a monthly cost which varies based on the employee’s age and salary and a benefit of 60.0 percent of the employee’s salary.



**EXHIBIT 5I  
COMPARISON OF DISABILITY PLANS  
EMPLOYEE-PAID**

| Disability Coverage   |                | Offered? | Maximum Monthly Amount Employee Pays for Coverage | Percentage of Salary the Employee Receives |
|-----------------------|----------------|----------|---------------------------------------------------|--------------------------------------------|
| Short-Term Disability | Employee Paid  | 50.0%    | *                                                 | 57.5%                                      |
|                       | Jackson County | No       | N/A                                               | N/A                                        |
| Long-Term Disability  | Employee Paid  | 50.0%    | *                                                 | 46.0%                                      |
|                       | Jackson County | Yes      | †                                                 | 60.0%                                      |

\* Insufficient data were gathered to calculate an average that can reliably be considered representative of the market.

† Based on age and salary

**Life**

Exhibit 5J summarizes the life insurance offerings of responding peers and Jackson County. Overall, all responding peers offer employer-paid life insurance, 94.1 percent offer optional dependent coverage, all offer additional life insurance, and 82.4 percent offer accidental death coverage; the County offers all by comparison. The average benefit amount among responding peers was \$29,000, with an average cost to the employer of \$2.03/month; the County offers a benefit of up to \$15,000 which costs them \$1.05 per \$15,000 of coverage. Among many responding peers, the average monthly cost and benefit amount depend upon various factors, such as the employee’s age and salary.

**EXHIBIT 5J  
COMPARISON OF LIFE INSURANCE COVERAGE**

| Life Insurance                                                  | Peer Average | Jackson County                  |
|-----------------------------------------------------------------|--------------|---------------------------------|
| Is employer-paid life insurance offered?                        | 100.0%       | Yes                             |
| Cost (monthly) to employer for individual coverage              | \$2.03       | \$1.05 per \$15,000 of coverage |
| Dollar amount of death benefit                                  | \$29,000     | \$15,000                        |
| Is optional dependent coverage offered?                         | 94.1%        | Yes                             |
| Can the employee purchase additional life insurance if desired? | 100.0%       | Yes                             |
| Is accidental death insurance provided?                         | 82.4%        | Yes                             |

**5.3 RETIREMENT**

Exhibit 5K shows that responding peers provide their employees an average of 1.7 retirement options, compared with the one offered by the County—the Jackson County Revised Pension Plan. Among responding peers, 84.6 percent participate in a State Retirement Plan and 38.5 percent offer at least one retirement option other than a State Plan.



**EXHIBIT 5K  
COMPARISON OF RETIREMENT OPTIONS**

| Retirement Details                                                  | Peer Average | Jackson County |
|---------------------------------------------------------------------|--------------|----------------|
| Number of retirement plans offered                                  | 1.7          | 1.0            |
| Number of years required to fully vest                              | 4.0          | 5.0            |
| Is a COLA offered to retiree pensions?                              | 100.0%       | Yes            |
| If offered, does COLA vary?                                         | 80.0%        | Yes            |
| Does the retirement plan offer a disability provision?              | 50.0%        | Yes            |
| Percent of salary the organization contributes to retirement option | 10.0%        | 100.0%         |
| Percent of salary the employee contributes to retirement option     | 4.2%         | 0.0%           |

**Exhibit 5K** also shows the details of these retirement options on average and the comparable within Jackson County. The average number of years required to fully vest in non-state retirement plans is 4.0 among responding peers. All responding peers offer a cost-of-living adjustment (COLA) to retiree pensions and this COLA varies for 80.0 percent of responding peers that offer one. Also, 50.0 percent offer a disability provision as part of their retirement plan. The average contribution by the employer is 10.0 percent and is 4.2 percent for employees. By comparison, the County offers and pays for one retirement plan that requires five years to fully vest; a COLA is offered to retiree pensions and varies. The County’s retirement plan also offers a disability provision.

**Exhibit 5L** summarizes a comparison of other retirement options offered between responding peers and the County. As shown, 31.3 percent of responding peers provide a Deferred Retirement Option Plan (DROP) and 33.3 percent responding positively contribute to the plan; all offer either a 401k, 401a, 403(b), or 457 plan and 37.5 percent responding positively contribute to such plans; and 6.7 percent provide some other form of retirement plans and all responding peers positively contribute.

**EXHIBIT 5L  
COMPARISON OF OTHER RETIREMENT OPTIONS**

| Other Retirement Options               |                | Offered? | If so, does the employer contribute to this option? | If so, how much is contributed? |
|----------------------------------------|----------------|----------|-----------------------------------------------------|---------------------------------|
| Deferred Retirement Option Plan (DROP) | Peer Average   | 31.3%    | 33.3%                                               | *                               |
|                                        | Jackson County | No       | N/A                                                 | N/A                             |
| 401k, 401a, 403(b), or 457             | Peer Average   | 100.0%   | 37.5%                                               | 4.3%                            |
|                                        | Jackson County | Yes      | No                                                  | N/A                             |
| Other                                  | Peer Average   | 6.7%     | 100.0%                                              | *                               |
|                                        | Jackson County | No       | N/A                                                 | N/A                             |

\* Insufficient data were gathered to calculate an average that is reliably representative of the market.



**Exhibit 5M** displays responses relating to retiree health coverages. As shown, 82.4 percent of responding peers offer health insurance to retirees, 64.7 percent offer dental insurance, 70.6 percent offer vision insurance, and 29.4 percent offer life insurance. By comparison, the County offers health and dental insurance, but does not offer vision and life insurance to retirees.

**EXHIBIT 5M  
COMPARISON OF RETIREE INSURANCE COVERAGES**

| Insurance for Retirees       | Peer Average | Jackson County |
|------------------------------|--------------|----------------|
| Is health insurance offered? | 82.4%        | Yes            |
| Is dental insurance offered? | 64.7%        | Yes            |
| Is vision insurance offered? | 70.6%        | No             |
| Is life insurance offered?   | 29.4%        | No             |

## 5.4 LEAVE

**Exhibit 5N** shows that 93.8 percent of responding peers offer sick leave, 87.5 percent offer annual/vacation leave, 50.0 percent offer personal leave, and 20.0 percent offer paid time off (PTO). By comparison, Jackson County offers sick, annual/vacation, and personal leave, but does not provide PTO.

### Sick Leave

The average minimum monthly accrual rate among responding peers was 6.3 hours for sick leave which begins after 0.1 years of employment and the average maximum monthly accrual rate was 7.4 hours which begins after 0.5 years of employment; on average, peers cap sick leave at 95.3 hours per year. By comparison, the monthly sick leave accrual rate at the County is 8.0 hours which begins accruing immediately upon employment; leave is capped at 96 annual hours.

### Annual Leave

The average minimum monthly accrual rate among responding peers was 6.4 hours for annual leave which begins after 0.1 years of employment; the maximum monthly accrual rate is 14.1 hours which begins after an average of 16.3 years of employment; on average, peers cap annual leave at 259.8 hours per year. By comparison, county has a banded system where an employee with less than 5 years of employment accrues 3.1 hours per month and is capped at 120 annual hours; employees with five to ten years of employment accrue 4.6 hours per month and are capped at 180 annual hours; employees with ten to 15 years accrue 6.2 hours per month and are capped at 240 hours; and employees with 15 years of employment or more accrue 7.7 hours per month and are capped at 240 annual hours.

**EXHIBIT 5N  
COMPARISON OF LEAVE ACCRUAL**

| Leave Accrual         |                | Offered? | Monthly Minimum Accrual Rate (Hours) | Years of Service Required to Begin Accruing at Minimum Rate | Monthly Maximum Accrual Rate (Hours) | Years of Service Required to Begin Accruing at Maximum Rate | Absolute Maximum Total Accrual for a Year (Hours) |  |  |  |     |
|-----------------------|----------------|----------|--------------------------------------|-------------------------------------------------------------|--------------------------------------|-------------------------------------------------------------|---------------------------------------------------|--|--|--|-----|
| Sick Leave            | Peer Average   | 94.1%    | 6.3                                  | 0.1                                                         | 7.4                                  | 0.5                                                         | 95.3                                              |  |  |  |     |
|                       | Jackson County | Yes      | 8.0                                  | 0.0                                                         | 8.0                                  | 0.0                                                         | 96.0                                              |  |  |  |     |
| Annual/Vacation Leave | Peer Average   | 88.2%    | 6.4                                  | 0.1                                                         | 14.1                                 | 16.3                                                        | 259.8                                             |  |  |  |     |
|                       | Jackson County | Yes      | *                                    | *                                                           | *                                    | *                                                           | *                                                 |  |  |  |     |
| Personal Leave        | Peer Average   | 46.7%    |                                      |                                                             |                                      |                                                             | 24.7                                              |  |  |  |     |
|                       | Jackson County | Yes      |                                      |                                                             |                                      |                                                             | 8.0                                               |  |  |  |     |
| Paid Time Off (PTO)   | Peer Average   | 18.8%    |                                      |                                                             |                                      |                                                             |                                                   |  |  |  | †   |
|                       | Jackson County | No       |                                      |                                                             |                                      |                                                             |                                                   |  |  |  | N/A |

\* Annual/vacation leave varies between County employees.

† Insufficient data were gathered to calculate an average that is reliably representative of the market.

**Personal Leave**

Among responding peers, 46.7 percent provide employees personal leave and the average number of annual hours is 24.7. By comparison, the County offers 8.0 hours per year.

**Paid Time Off**

Among responding peers, 18.8 percent provide their employees with paid time off (PTO). However, due to so few offering this benefit, insufficient data were gathered to calculate a reliable average. By comparison, the County does not provide PTO.

**Paid Leave Upon Separation**

**Exhibit 50** summarizes policies regarding sick leave payout among peers and in the County. Sick leave is paid out by 60.0 percent of responding peers upon voluntary separation and all responding positively cap payout at 1,451.7 hours, on average; 33.3 percent pay out upon involuntary separation and all responding positively cap payout at 1,157.5 hours, on average. Also, 50.0 percent allow unused sick leave to count toward retirement and 66.7 percent responding positively cap those hours. By comparison, the County pays out unused sick leave in both cases of voluntary and involuntary separation. A cap of five percent is placed on employees with one year of employment; ten percent for employees with two years; 15 percent for those with three years; 20 percent for those with four years; and 25 percent for those with five years or more of employment. Also, the County does not allow unused sick leave to count towards retirement.

**EXHIBIT 50  
COMPARISON OF PAID LEAVE POLICIES**

| Paid Leave Upon Separation |                | Paid out upon voluntary separation? | If so, are hours capped? | If so, what are the maximum hours? | Paid out upon involuntary separation? | If so, are hours capped? | If so, what are the maximum hours? | Can unused leave count towards retirement? | If so, are hours capped? | If so, what are the maximum hours? |
|----------------------------|----------------|-------------------------------------|--------------------------|------------------------------------|---------------------------------------|--------------------------|------------------------------------|--------------------------------------------|--------------------------|------------------------------------|
| Sick Leave                 | Peer Average   | 60.0%                               | 100.0%                   | 1,451.7                            | 33.3%                                 | 100.0%                   | 1157.5                             | 50.0%                                      | 66.7%                    | *                                  |
|                            | Jackson County | Yes                                 | Yes                      | †                                  | Yes                                   | Yes                      | †                                  | No                                         | N/A                      | N/A                                |
| Annual/Vacation Leave      | Peer Average   | 100.0%                              | 78.6%                    | 358.0                              | 93.3%                                 | 84.6%                    | 374.9                              |                                            |                          |                                    |
|                            | Jackson County | Yes                                 | No                       | N/A                                | Yes                                   | No                       | N/A                                |                                            |                          |                                    |

\* Insufficient data were gathered to calculate an average that is reliably representative of the market.

† one year of service = 5%; two years = 10%; three years = 15%; four years = 20%; five or more years = 25%

**Exhibit 50** also summarizes policies regarding annual/vacation leave payout among peers and in the County. Annual/vacation leave is paid out by all responding peers upon voluntary separation and 78.6 percent responding positively cap payout at 358.0 hours, on average; 84.6 percent pay out upon involuntary separation and 91.7 percent responding positively cap payout at 374.9 hours, on average. By comparison, the County pays out unused sick/vacation leave for both voluntary and involuntary separation and does not cap the payout.

**5.5 FRINGE BENEFITS**

As shown in **Exhibit 5P**, all responding peers offer an Employee Assistance Program (EAP) to employees and their family members, with an average of 5.3 annual visits available. By comparison, the County offers an EAP to employees and their family members and caps annual visits at three.

**EXHIBIT 5P  
EMPLOYEE ASSISTANCE PROGRAMS**

| Employee Assistance Program                              | Peer Average | Jackson County |
|----------------------------------------------------------|--------------|----------------|
| Is an employer-paid Employee Assistance Program offered? | 100.0%       | Yes            |
| If so, are benefits also available to family members?    | 100.0%       | Yes            |
| Number of annual visits provided?                        | 5.3          | 3.0            |

As seen in **Exhibit 5Q**, 52.9 percent of responding peers indicated that they provide tuition reimbursement for employees and the average plan limit is \$2,800 annually; many responding peers set credit hour limits instead of a financial limit. The County also offers tuition reimbursement and the reimbursement varies depending on the department's budget.

**EXHIBIT 5Q  
TUITION REIMBURSEMENT**

| Tuition Reimbursement             | Peer Average | Jackson County |
|-----------------------------------|--------------|----------------|
| Is tuition reimbursement offered? | 52.9%        | Yes            |
| If so, what is the limit?         | \$2,800.00   | *              |

\* Depends on department budget

As seen in **Exhibit 5R**, 31.3 percent of responding peers offer longevity pay, 73.3 percent offer merit raises, 26.7 percent offer merit bonuses, and 18.8 percent offer some other form of incentive pay. By comparison, the County offers only merit raises when budgeted and the amount varies based upon a performance evaluation.

**EXHIBIT 5R  
ADDITIONAL PAY**

| Additional Pay | Peer Average | Jackson County |
|----------------|--------------|----------------|
| Longevity Pay  | 31.3%        | No             |
| Merit Raises   | 73.3%        | Yes*           |
| Bonuses        | 26.7%        | No             |
| Other          | 18.8%        | No             |

\* When budgeted and the amount varies on performance evaluation

As seen in **Exhibit 5S**, 88.2 percent of responding peers provide a wellness program, 64.7 percent provide gym membership or access to a gym, 35.3 percent offer fitness, and 52.9 percent offer weight management incentive programs. By comparison, the County offers a wellness program, a gym membership reimbursement of \$55.00, fitness classes by a wellness coordinator, and a weight management incentive program.

**EXHIBIT 5S  
WELLNESS PROGRAMS**

| Wellness Programs                                 | Peer Average | Jackson County |
|---------------------------------------------------|--------------|----------------|
| Is a wellness program provided to employees?      | 88.2%        | Yes            |
| Is gym membership or access to a gym provided?    | 64.7%        | No*            |
| Are fitness classes offered to employees?         | 35.3%        | Yes†           |
| Are weight management incentive programs offered? | 52.9%        | Yes‡           |

\* Associates are reimbursed \$55 for wellness expenses (i.e. gym membership, personal trainer, weight management, etc.)

† Offered by wellness coordinator

‡ Weight Watchers at work



As seen in **Exhibit 5T**, 82.4 percent of responding peers provide parking for employees; 46.2 percent of responding peers said there is a charge for parking. Parking costs \$14.00 monthly, on average. None of the responding peers reimburse parking-related expenses. By comparison, the County provides parking at no cost to employees.

#### EXHIBIT 5T PARKING

| Parking                                                                                | Peer Average | Jackson County |
|----------------------------------------------------------------------------------------|--------------|----------------|
| Is parking provided for employees?                                                     | 82.4%        | Yes            |
| If so, is there a charge?                                                              | 46.2%        | No             |
| If so, what is the monthly charge?                                                     | \$14.00      | N/A            |
| If parking is not provided, are employees reimbursed for any parking-related expenses? | 0.0%         | N/A            |

#### Paid Holidays

The percentage of peers that offer various paid holidays is shown in **Exhibit 5U**. On average, responding peers offer 10.9 holidays to employees, compared to the 11 (including one floating holiday) offered by the County.

As seen in **Exhibit 5V**, 57.9 percent of responding peers provide straight time holiday pay to their employees, 36.8 pay time and a half if the hours worked exceed the maximum for straight time, and 5.3 percent pay time and a half regardless of the hours worked during the pay period. By comparison, the County pays employees straight time, in addition to the other two options dependent on labor agreements in place and personnel rules.

#### EXHIBIT 5U PAID HOLIDAYS

| Paid Holiday                        | Peer Average | Jackson County |
|-------------------------------------|--------------|----------------|
| New Year's Day                      | 100.0%       | Yes            |
| New Year's Eve                      | 5.9%         | No             |
| Martin Luther King, Jr. Day         | 94.1%        | Yes            |
| Lincoln's Birthday                  | 23.5%        | No             |
| Washington's Birthday               | 11.8%        | No             |
| Presidents Day                      | 82.4%        | Yes            |
| Good Friday                         | 11.8%        | No             |
| Memorial Day                        | 100.0%       | Yes            |
| Independence Day                    | 100.0%       | Yes            |
| Labor Day                           | 100.0%       | Yes            |
| Veteran's Day                       | 82.4%        | Yes            |
| Thanksgiving Day                    | 94.1%        | Yes            |
| Day after Thanksgiving              | 88.2%        | Yes            |
| Christmas Eve                       | 23.5%        | No             |
| Christmas Day                       | 94.1%        | Yes            |
| Personal Holiday                    | 29.4%        | Yes            |
| Employee Birthday                   | 11.8%        | No             |
| <b>Total Paid Holidays Observed</b> | <b>10.9</b>  | <b>12.0*</b>   |

\* Includes Truman's Birthday



**EXHIBIT 5V  
HOLIDAY PAY POLICIES**

| Holiday Policies                                                 | Peer Average | Jackson County |
|------------------------------------------------------------------|--------------|----------------|
| How are employees paid for holidays?                             |              |                |
| Straight time                                                    | 57.9%        | Yes            |
| Time and a half if hours worked exceed maximum for straight time | 36.8%        | *              |
| Time and a half regardless of hours worked during the pay period | 5.3%         | *              |

\* Where applicable, pay is dependent on labor agreements in place and in conjunction with personnel rules

**5.6 CONCLUSION**

Overall, the peer benefits data summarized in this chapter indicate that Jackson County has a higher overall total benefits package than responding peers. When single benefits are analyzed in isolation, the County is ahead of the market in the following specific areas:

- dental insurance;
- vision insurance;
- sick leave;
- tuition reimbursement;
- wellness programs; and
- paid holidays.

The County is weaker in areas such as health insurance premiums, its Employee Assistance Program, annual/vacation leave accrual rates, and the provision of additional forms of pay.

## Chapter 6 - Recommendations

### 6.1 INTRODUCTION

The recommendations in this chapter seek to build on the strengths of the classification and compensation plan in Jackson County and also to address the challenges observed by Evergreen consultants over the course of the study. Internal factors such as the future direction of the County, the organizational culture, and availability of resources influenced these recommendations. Each recommendation has also been developed to address a specific need based on the collected information while taking into account the external environment. Arriving at the overall solution for the County was a detailed process involving all components of the research conducted which were reviewed and discussed in previous chapters of this report.

The recommendations presented in this chapter seek to build on the strengths of the current system while addressing the areas of opportunity discovered over the course of the study. Evergreen is proposing changes to the County's structure that use the existing plan as a foundation while improving market competitiveness.

### 6.2 CLASSIFICATION FINDINGS AND RECOMMENDATIONS

An organization's classification system establishes how its human resources are employed to perform its core services. The classification system consists of the titles and descriptions of the different classifications which define how work is organized and assigned. It is essential that the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in order to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect titles, outdated job descriptions, and inconsistent titles across departments and levels.

In the analysis of the County's classification system, Evergreen Solutions collected classification data through the Job Assessment Tool (JAT) and Management Issues Tool (MIT) processes. The JATs, which were completed by employees and reviewed by their supervisors, provided information about the type and level of work being performed for each of the County's classifications. The MIT process provided supervisors an opportunity to provide specific recommendations regarding the pay or classification of positions in their areas.

Two additional secondary processes were performed prior to the completion of the JAT and MIT submission period. Evergreen conducted a series of job series specific focus groups and individual interviews in order to further clarify and explore issues related to the County's compensation and classification systems. Evergreen reviewed and utilized the data provided



in the JATs and MITs, as well as through the secondary discussions, as a basis for the classification recommendations below.

## FINDING

The classification system being used by the County was found to be generally accurate and job titles typically described the work being performed by employees. However, it was found that some classification titles did not accurately reflect the pay grade or tasks completed by the employee. Evergreen has proposed 84 classification changes within the current classification system. A comprehensive listing of the classification changes can be found in Exhibit 6A.

**RECOMMENDATION 1: Adopt the 84 classification title changes proposed in Exhibit 6A.**

### EXHIBIT 6A PROPOSED CLASSIFICATION TITLE CHANGES

| Current Classification Title                     | Recommended Classification Title                  |
|--------------------------------------------------|---------------------------------------------------|
| Administrative Assistant                         | Administrative Assistant II                       |
| Administrative Specialist                        | Administrative Assistant III                      |
| Anti-Drug Program Administrator                  | Program Administrator                             |
| Assistant Director for Enterprise Software       | Director of Information Technology/GIS, Assistant |
| Assistant Director of Collections                | Director of Collections, Deputy                   |
| Assistant Director of IT/GIS                     | Director of Information Technology/GIS, Deputy    |
| Assistant to County Executive                    | Executive Assistant                               |
| Audit/Appeals Examiner                           | Business Personal Property Auditor, Senior        |
| Billing Clerk                                    | Bookkeeper, Assistant                             |
| Board of Equalization Specialist                 | Board of Equalization Supervisor                  |
| Budget Officer                                   | Budget Administrator                              |
| Building Repairman                               | Building Specialist                               |
| Building Services Specialist                     | Custodian, Head                                   |
| Building Services Technician                     | Custodian                                         |
| Building Trade Foreman                           | Foreman - Building Trades                         |
| Captain                                          | Corrections Captain                               |
| Captain 1                                        | Sheriff Captain I                                 |
| Captain 2                                        | Sheriff Captain II                                |
| Chief Trial Assistant                            | Division Chief                                    |
| Child Support Enforcement Technician I           | Child Support Enforcement Technician              |
| Child Support Enforcement Technician II          | Child Support Enforcement Specialist              |
| Clerk                                            | Administrative Assistant I                        |
| Clerk                                            | Bankruptcy Specialist                             |
| Clerk                                            | Collections Specialist                            |
| Clerk - Collections                              | Administrative Assistant I                        |
| Clerk - Personal Property Tax                    | Administrative Assistant I                        |
| Clerk - Sore                                     | Administrative Assistant I                        |
| Clerk - Warrants                                 | Administrative Assistant I                        |
| Communications Marketing Administrator           | Combat Marketing Administrator                    |
| Comms/E-Govt Coordinator/Public Info Officer     | Public Information Officer                        |
| Concession Administrator                         | Concession Supervisor                             |
| Concession Specialist                            | Concession Coordinator                            |
| Corrections Officer I                            | Corrections Officer II                            |
| Deputy Director of Assessment for Administration | Director of Assessment, Deputy                    |
| Director of Family Support Services              | Director (Prosecuting Attorney)                   |
| Director of Personal Property Tax                | Director of Intergovernmental Affairs             |



**EXHIBIT 6A (Continued)**  
**PROPOSED CLASSIFICATION TITLE CHANGES**

| Current Classification Title                 | Recommended Classification Title          |
|----------------------------------------------|-------------------------------------------|
| Division Chief                               | Division Chief (Prosecuting Attorney)     |
| Executive Assistant to Prosecutor            | Executive Assistant                       |
| Facilities Management Administrator          | Director of Facilities Management, Deputy |
| Finance and Systems Supervisor               | Finance and Systems Administrator         |
| Foreman                                      | Foreman - Golf Course                     |
| Foreman                                      | Foreman - Natural Resources               |
| Foreman                                      | Foreman - Park Operations                 |
| Foreman                                      | Foreman - Recreation                      |
| Foreman                                      | Foreman - Road and Bridge Maintenance     |
| Foreman                                      | Foreman - Softball Park                   |
| Inmate Services Administrator                | Corrections Classification Administrator  |
| Inmate Services Coordinator                  | Corrections Case Worker                   |
| Inmate Worker Recreation Coordinator         | Corrections Recreation Coordinator        |
| Lead Clerk                                   | Administrative Assistant II               |
| Lead Records Representative                  | Records Representative                    |
| Legislative Aide - Personal Property Tax     | Legislative Aide                          |
| Office Administrator                         | Administrative Assistant III              |
| Office Coordinator                           | Administrative Assistant III              |
| Operations Administrator                     | Office Administrator                      |
| Park Ranger I                                | Park Ranger II                            |
| Park Ranger II                               | Park Ranger III                           |
| Personnel/Payroll Analyst                    | Payroll Specialist                        |
| Probationary Corrections Officer             | Corrections Officer I                     |
| Probationary Park Ranger                     | Park Ranger I                             |
| Program Analyst                              | Heritage Programs and Museums Coordinator |
| Program Manager                              | Combat Programs Administrator             |
| Program Services Supervisor                  | Inmate Program Services Coordinator       |
| Project/Quality Control Inspector            | Project Inspector                         |
| Recreation Therapist II                      | Recreation Therapist                      |
| Regional Correctional Center Deputy Director | Correctional Center Deputy Director       |
| Regional Correctional Center Director        | Correctional Center Director              |
| Secretary to Public Administrator            | Administrative Assistant I                |
| Senior Administrative Assistant              | Administrative Assistant II               |
| Senior Administrative Manager                | Administrative Manager                    |
| Senior Assistant Auditor                     | Assistant Auditor, Senior                 |
| Senior Bad Check Collector                   | Bad Check Collector                       |
| Senior Database Administrator                | Database Administrator                    |
| Senior Equipment Operator                    | Equipment Operator III                    |
| Senior Information Security Manager          | Information Security Manager              |
| Senior Park Ranger                           | Park Ranger IV                            |
| Senior Project Manager                       | Assessment Project Manager                |
| Sergeant 1                                   | Sheriff Sergeant I                        |
| Sergeant 2                                   | Sheriff Sergeant II                       |
| Sergeant 3                                   | Sheriff Sergeant III                      |
| Sergeant 4                                   | Sheriff Sergeant IV                       |
| Shift Supervisor Lieutenant                  | Corrections Lieutenant                    |
| Special Assessment Supervisor                | Special Assessment Coordinator            |
| Special Duties Officer                       | IT Support Specialist                     |
| Special Populations Services Administrator   | Special Populations Services Supervisor   |
| Supervisor                                   | Construction Supervisor                   |
| Supervisor                                   | Natural Resources Supervisor              |
| Supervisor                                   | Park Operations Supervisor                |
| Support Center Administrator                 | IT Support Center Administrator           |
| Team Leader Sergeant                         | Corrections Sergeant                      |



## FINDING

Evergreen will be providing the County with updated job descriptions, which encompass any edits or changes necessary to reflect the most current work being performed in the role. Also, included with the updated descriptions, Evergreen provided a recommendation on the FLSA status of each classification as it relates to the updated tasks and responsibilities listed in the new description. The basis for these recommendations comes from the input from employees and supervisors provided during the JAT collection process.

The updated classification specifications are separate from this report and are being provided to the County's human resources staff under separate cover.

**RECOMMENDATION 2: Update current classification specifications and corresponding FLSA status to align with the selected classification structure and be reflective of the employee-provided JAT information.**

## 6.3 COMPENSATION FINDINGS AND RECOMMENDATIONS

The compensation system analysis consisted of three parts:

- an assessment of the current compensation system;
- an external salary survey; and
- an internal equity assessment (JAT).

Upon receiving data related to the County's salary schedules and employees, an assessment was performed to examine the nature of the existing salary schedules, the progression of employee salaries through pay grades, employee tenure, and the distribution of employees in the County. The findings of this assessment are summarized in **Chapter 3** of this report.

During the market salary survey, the County's pay ranges for selected benchmarked classifications were compared to the average of the identified market. Details regarding the market salary survey were provided in **Chapter 4** of this report.

The internal equity assessment (JAT) reviewed and analyzed the relationships between and the type of work being performed by the County's employees. Specifically, a composite score was assigned to each of the County's classifications that quantified the classification's level on five separate compensatory factors. The level for each factor was determined based on responses to the JAT.

These compensatory (job) factors are:

- **Leadership** - degree to which a position receives direction or provides direction to others.
- **Working Conditions** - degree to which a position operates in an environment of change or risk to oneself or others



- **Complexity** - degree to which higher level educational, knowledge, or analytical abilities must be utilized
- **Decision Making** - degree to which a position acts autonomously and oversees the actions of others.
- **Relationships** – degree to which the position interacts with others

## FINDING\*

Ensuring that the structural elements of a salary schedule are competitive with the market is just as important as ensuring actual salaries are competitive with other organizations. As such, a component of this study included assessing the structure (salary schedules) used in administering compensation in the County.

The current system has a number of inconsistencies as discussed in **Chapter 3**:

- **Range Spread** – Range spreads throughout the County salary schedules vary significantly—5.0 to 65.1 percent, with an average of 39.4 percent. This spread is not in keeping with the common practice of setting spreads between 50 and 70 percent.
- **Midpoint Progression** – Midpoint progressions also vary significantly throughout the different schedules—10.0 to 29.3 percent, with an average of 14.1 percent. The current midpoint progression was not in keeping with the common practice of setting progression between three and five percent.
- **Salary Placement** – The vast majority of employees are compensated below their pay grade’s midpoint—with over half in the first quartile alone.
- **Grade Penetration** – The County generally maintains a healthy positive linear relationship between experience and pay.

Therefore, Evergreen is proposing changes to the County’s existing compensation structure. Whereas the County currently has seven separate salary schedules, Evergreen is proposing a single, unified schedule which will transition over the next three years to the desired living wage of \$15 per hour by 2022. For each of the next three years, the proposed salary schedule will feature the following common elements:

- twenty-nine (29) separate pay grades;
- a constant range spread of 55.0 percent for Grades 100 through 350;
- a range spread of 70.0 percent for Grades 360 and 370, which are reserved for high-level managers; and
- Grade 999 which is reserved for senior executive positions, such as County Administrator, Medical Examiner, and Deputy Medical Examiner.



\* The City of Kansas City recently instituted a living wage ordinance, which ensures that no City workers will be making less than a “living wage” (defined by the study as \$15.00 per hour) by 2022. To transition into this wage, the City has established a minimum wage of \$12.50 per hour for 2020 and \$13.75 per hour for 2021. The County desires to institute a similar structure.

The salary schedule for 2020 is displayed in **Exhibit 6B**. In addition to the previously mentioned features, the schedule has a minimum of \$26,000 (equivalent to \$12.50 per hour), a constant midpoint progression between Grades 100 and 360 of 5.0 percent, and a midpoint progression of 11.0 percent between Grades 360 and 370.

**EXHIBIT 6B**  
**PROPOSED 2020 SALARY SCHEDULE**

| Grade | Proposed Minimum | Proposed Midpoint | Proposed Maximum | Range Spread | Grade Progression |
|-------|------------------|-------------------|------------------|--------------|-------------------|
| 100   | \$26,000         | \$33,150          | \$40,300         | 55.0%        | -                 |
| 110   | \$27,300         | \$34,808          | \$42,315         | 55.0%        | 5.0%              |
| 120   | \$28,665         | \$36,548          | \$44,431         | 55.0%        | 5.0%              |
| 130   | \$30,098         | \$38,375          | \$46,652         | 55.0%        | 5.0%              |
| 140   | \$31,603         | \$40,294          | \$48,985         | 55.0%        | 5.0%              |
| 150   | \$33,183         | \$42,309          | \$51,434         | 55.0%        | 5.0%              |
| 160   | \$34,842         | \$44,424          | \$54,005         | 55.0%        | 5.0%              |
| 170   | \$36,584         | \$46,645          | \$56,705         | 55.0%        | 5.0%              |
| 180   | \$38,413         | \$48,977          | \$59,540         | 55.0%        | 5.0%              |
| 190   | \$40,334         | \$51,426          | \$62,518         | 55.0%        | 5.0%              |
| 200   | \$42,351         | \$53,998          | \$65,644         | 55.0%        | 5.0%              |
| 210   | \$44,469         | \$56,698          | \$68,927         | 55.0%        | 5.0%              |
| 220   | \$46,692         | \$59,533          | \$72,373         | 55.0%        | 5.0%              |
| 230   | \$49,027         | \$62,510          | \$75,992         | 55.0%        | 5.0%              |
| 240   | \$51,478         | \$65,635          | \$79,791         | 55.0%        | 5.0%              |
| 250   | \$54,052         | \$68,917          | \$83,781         | 55.0%        | 5.0%              |
| 260   | \$56,755         | \$72,363          | \$87,970         | 55.0%        | 5.0%              |
| 270   | \$59,593         | \$75,981          | \$92,369         | 55.0%        | 5.0%              |
| 280   | \$62,573         | \$79,781          | \$96,988         | 55.0%        | 5.0%              |
| 290   | \$65,702         | \$83,770          | \$101,838        | 55.0%        | 5.0%              |
| 300   | \$68,987         | \$87,959          | \$106,930        | 55.0%        | 5.0%              |
| 310   | \$72,436         | \$92,356          | \$112,276        | 55.0%        | 5.0%              |
| 320   | \$76,058         | \$96,974          | \$117,890        | 55.0%        | 5.0%              |
| 330   | \$79,861         | \$101,823         | \$123,785        | 55.0%        | 5.0%              |
| 340   | \$83,854         | \$106,914         | \$129,974        | 55.0%        | 5.0%              |
| 350   | \$88,047         | \$112,260         | \$136,473        | 55.0%        | 5.0%              |
| 360   | \$92,449         | \$124,806         | \$157,163        | 70.0%        | 5.0%              |
| 370   | \$102,618        | \$138,535         | \$174,451        | 70.0%        | 11.0%             |
| 999   | \$175,000        | \$237,500         | \$300,000        | 71.4%        | N/A               |



The 2021 schedule displayed in **Exhibit 6C** adjusts the 2020 schedule up to a minimum of \$28,600 (equivalent of \$13.75 per hour), while lowering the constant range spread between Grades 100 and 360 to 4.7 percent in order to prevent the schedule from maxing out too high; Grade 999 is not adjusted.

**EXHIBIT 6C  
PROPOSED 2021 SALARY SCHEDULE**

| Grade | Proposed Minimum | Proposed Midpoint | Proposed Maximum | Range Spread | Grade Progression |
|-------|------------------|-------------------|------------------|--------------|-------------------|
| 100   | \$28,600         | \$36,465          | \$44,330         | 55.0%        | -                 |
| 110   | \$29,944         | \$38,179          | \$46,413         | 55.0%        | 4.7%              |
| 120   | \$31,351         | \$39,973          | \$48,594         | 55.0%        | 4.7%              |
| 130   | \$32,824         | \$41,851          | \$50,877         | 55.0%        | 4.7%              |
| 140   | \$34,367         | \$43,818          | \$53,269         | 55.0%        | 4.7%              |
| 150   | \$35,982         | \$45,877          | \$55,772         | 55.0%        | 4.7%              |
| 160   | \$37,673         | \$48,033          | \$58,393         | 55.0%        | 4.7%              |
| 170   | \$39,444         | \$50,291          | \$61,138         | 55.0%        | 4.7%              |
| 180   | \$41,298         | \$52,655          | \$64,012         | 55.0%        | 4.7%              |
| 190   | \$43,239         | \$55,130          | \$67,020         | 55.0%        | 4.7%              |
| 200   | \$45,271         | \$57,721          | \$70,170         | 55.0%        | 4.7%              |
| 210   | \$47,399         | \$60,434          | \$73,468         | 55.0%        | 4.7%              |
| 220   | \$49,627         | \$63,275          | \$76,922         | 55.0%        | 4.7%              |
| 230   | \$51,959         | \$66,248          | \$80,536         | 55.0%        | 4.7%              |
| 240   | \$54,401         | \$69,362          | \$84,322         | 55.0%        | 4.7%              |
| 250   | \$56,958         | \$72,622          | \$88,285         | 55.0%        | 4.7%              |
| 260   | \$59,635         | \$76,035          | \$92,434         | 55.0%        | 4.7%              |
| 270   | \$62,438         | \$79,609          | \$96,779         | 55.0%        | 4.7%              |
| 280   | \$65,373         | \$83,351          | \$101,328        | 55.0%        | 4.7%              |
| 290   | \$68,446         | \$87,269          | \$106,091        | 55.0%        | 4.7%              |
| 300   | \$71,663         | \$91,371          | \$111,078        | 55.0%        | 4.7%              |
| 310   | \$75,031         | \$95,665          | \$116,298        | 55.0%        | 4.7%              |
| 320   | \$78,557         | \$100,160         | \$121,763        | 55.0%        | 4.7%              |
| 330   | \$82,249         | \$104,868         | \$127,486        | 55.0%        | 4.7%              |
| 340   | \$86,115         | \$109,797         | \$133,478        | 55.0%        | 4.7%              |
| 350   | \$90,162         | \$114,957         | \$139,751        | 55.0%        | 4.7%              |
| 360   | \$94,400         | \$127,440         | \$160,480        | 70.0%        | 4.7%              |
| 370   | \$104,784        | \$141,459         | \$178,133        | 70.0%        | 11.0%             |
| 999   | \$175,000        | \$237,500         | \$300,000        | 71.4%        | N/A               |

**Exhibit 6D** adjusts the 2021 schedule up to a “living” minimum wage of \$31,200 (equivalent of \$15 per hour) and lowers the constant midpoint progressions between Grades 100 and 360 to 4.4 percent in order to prevent the schedule from maxing out too high; Grade 999 is not adjusted.



**EXHIBIT 6D**  
**PROPOSED 2022 SALARY SCHEDULE**

| Grade | Proposed Minimum | Proposed Midpoint | Proposed Maximum | Range Spread | Grade Progression |
|-------|------------------|-------------------|------------------|--------------|-------------------|
| 100   | \$31,200         | \$39,780          | \$48,360         | 55.0%        | -                 |
| 110   | \$32,573         | \$41,531          | \$50,488         | 55.0%        | 4.4%              |
| 120   | \$34,006         | \$43,358          | \$52,709         | 55.0%        | 4.4%              |
| 130   | \$35,502         | \$45,265          | \$55,028         | 55.0%        | 4.4%              |
| 140   | \$37,064         | \$47,257          | \$57,449         | 55.0%        | 4.4%              |
| 150   | \$38,695         | \$49,336          | \$59,977         | 55.0%        | 4.4%              |
| 160   | \$40,398         | \$51,508          | \$62,617         | 55.0%        | 4.4%              |
| 170   | \$42,176         | \$53,775          | \$65,373         | 55.0%        | 4.4%              |
| 180   | \$44,032         | \$56,141          | \$68,250         | 55.0%        | 4.4%              |
| 190   | \$45,969         | \$58,611          | \$71,252         | 55.0%        | 4.4%              |
| 200   | \$47,992         | \$61,190          | \$74,388         | 55.0%        | 4.4%              |
| 210   | \$50,104         | \$63,883          | \$77,661         | 55.0%        | 4.4%              |
| 220   | \$52,309         | \$66,694          | \$81,079         | 55.0%        | 4.4%              |
| 230   | \$54,611         | \$69,629          | \$84,647         | 55.0%        | 4.4%              |
| 240   | \$57,014         | \$72,693          | \$88,372         | 55.0%        | 4.4%              |
| 250   | \$59,523         | \$75,892          | \$92,261         | 55.0%        | 4.4%              |
| 260   | \$62,142         | \$79,231          | \$96,320         | 55.0%        | 4.4%              |
| 270   | \$64,876         | \$82,717          | \$100,558        | 55.0%        | 4.4%              |
| 280   | \$67,731         | \$86,357          | \$104,983        | 55.0%        | 4.4%              |
| 290   | \$70,711         | \$90,157          | \$109,602        | 55.0%        | 4.4%              |
| 300   | \$73,822         | \$94,123          | \$114,424        | 55.0%        | 4.4%              |
| 310   | \$77,070         | \$98,265          | \$119,459        | 55.0%        | 4.4%              |
| 320   | \$80,461         | \$102,588         | \$124,715        | 55.0%        | 4.4%              |
| 330   | \$84,001         | \$107,102         | \$130,202        | 55.0%        | 4.4%              |
| 340   | \$87,697         | \$111,814         | \$135,930        | 55.0%        | 4.4%              |
| 350   | \$91,556         | \$116,734         | \$141,912        | 55.0%        | 4.4%              |
| 360   | \$95,584         | \$129,039         | \$162,493        | 70.0%        | 4.4%              |
| 370   | \$106,098        | \$143,233         | \$180,367        | 70.0%        | 11.0%             |
| 999   | \$175,000        | \$237,500         | \$300,000        | 71.4%        | N/A               |

The proposed salary schedules conform to best practice, while using the existing County salary schedules as a framework. The proposed salary schedules will allow the County to slot classifications at or near market value now and moving forward as positions are created or revised, as well as ensure external equity across all positions.

**RECOMMENDATION 3: Adopt the proposed salary schedules displayed in Exhibits 6B through 6D to simplify and bring consistency to the compensation system, as well as enable Jackson County to provide a living wage to its employees.**



## FINDING

In order to ensure that classifications are being compensated competitively in comparison to the market, Evergreen proceeded to determine the placement of classifications within the proposed salary schedules, using the results of the market salary survey as a guide.

For those positions not included in the survey, a regression analysis was conducted to determine the relationship between the internal data gathered by the Job Assessment Tool (JAT) process and the external data gathered by the market salary survey. The analysis essentially determines the market dollar value associated with every JAT point. This allows Evergreen to project an approximate pay range for each classification, which is used preliminarily to guide the slotting of positions into the proposed pay grades.

After initial slotting was complete, additional adjustments were made to maintain existing hierarchy and to account for the County’s understanding and knowledge of each position which cannot be captured through the JAT or salary survey processes. Based on this process, **Exhibit 6E** displays the proposed placement of each classification into a specific pay grade.

**RECOMMENDATION 4:** Adopt the proposed grade order list in Exhibit 6E, which ensures appropriate grading within the current classification structure.

### EXHIBIT 6E PAY GRADE ASSIGNMENTS

| Proposed Classification Title  | Grade |
|--------------------------------|-------|
| Custodian                      | 100   |
| Mail Services Coordinator      | 100   |
| Support Services Technician    | 100   |
| Carpenter                      | 110   |
| Custodian, Head                | 110   |
| Records Maintenance Technician | 110   |
| Support Services Specialist    | 110   |
| Case Records Processor         | 120   |
| County House Arrest Officer    | 120   |
| Delinquent Tax Collector       | 120   |
| Litigation Investigator        | 120   |
| Notary Clerk                   | 120   |
| Administrative Assistant I     | 130   |
| Bad Check Collector            | 130   |
| Bankruptcy Specialist          | 130   |
| Bookkeeper, Assistant          | 130   |
| Collections Specialist         | 130   |
| Courthouse Security Officer    | 130   |
| Entitlements Technician        | 130   |
| Forensic Transcriptionist      | 130   |
| Living History Interpreter     | 130   |
| Municipal Court Specialist     | 130   |
| Painter                        | 130   |
| Ranger Dispatcher              | 130   |
| Records Financial Specialist   | 130   |
| Records Representative         | 130   |
| Registration Specialist        | 130   |
| Secretary                      | 130   |



**EXHIBIT 6E (Continued)**  
**PAY GRADE ASSIGNMENTS**

| Proposed Classification Title              | Grade |
|--------------------------------------------|-------|
| Accounts Payable Specialist                | 140   |
| Administrative Assistant II                | 140   |
| Bookkeeper                                 | 140   |
| Building Specialist                        | 140   |
| Business and Real Estate Specialist        | 140   |
| Child Support Enforcement Technician       | 140   |
| Communications Specialist, Probationary    | 140   |
| Concealed Carry Weapon Specialist          | 140   |
| Corrections Lead Building Repairer         | 140   |
| Corrections Officer I                      | 140   |
| County House Arrest Officer, Lead          | 140   |
| Equipment Operator I                       | 140   |
| Librarian                                  | 140   |
| Mental Health Claims Examiner              | 140   |
| Property Officer                           | 140   |
| Records Specialist                         | 140   |
| Support Services Specialist, Lead          | 140   |
| Title Specialist                           | 140   |
| Accounting Analyst                         | 150   |
| Administrative Assistant III               | 150   |
| Bond Investigator                          | 150   |
| Business Personal Property Auditor         | 150   |
| Client Advocate                            | 150   |
| Communications Specialist 1                | 150   |
| Concession Coordinator                     | 150   |
| Corrections Officer II                     | 150   |
| Corrections Recreation Coordinator         | 150   |
| Engineering Technician                     | 150   |
| Equipment Operator II                      | 150   |
| GIS Specialist I                           | 150   |
| Human Resources Specialist                 | 150   |
| Investigative Security Specialist          | 150   |
| Legislative Secretary                      | 150   |
| Litigation Investigator/Paralegal          | 150   |
| Operations Analyst                         | 150   |
| Paralegal                                  | 150   |
| Plumber                                    | 150   |
| Property and Investment Coordinator        | 150   |
| Record Center Facility Coordinator         | 150   |
| Records Specialist, Lead                   | 150   |
| Recreation Therapist                       | 150   |
| Special Projects Analyst                   | 150   |
| Warrant and Extradition Coordinator        | 150   |
| Case Manager                               | 160   |
| Communications Specialist 2                | 160   |
| Dispatcher/Information Systems Coordinator | 160   |
| Electrician                                | 160   |
| Equipment Operator III                     | 160   |
| Payroll Specialist                         | 160   |
| Research Analyst                           | 160   |
| Secretary to Medical Examiner              | 160   |
| Victim Advocate                            | 160   |





**EXHIBIT 6E (Continued)  
PAY GRADE ASSIGNMENTS**

| <b>Proposed Classification Title</b>             | <b>Grade</b> |
|--------------------------------------------------|--------------|
| Wastewater Treatment Specialist                  | 160          |
| Accounts Payable and Payroll Specialist          | 170          |
| Appraiser, Residential                           | 170          |
| Board of Equalization Supervisor                 | 170          |
| Child Support Enforcement Specialist             | 170          |
| Communications Specialist 3                      | 170          |
| Complaint Officer                                | 170          |
| Corrections Officer, Master                      | 170          |
| Database Specialist                              | 170          |
| Delinquent Tax Coordinator                       | 170          |
| Executive Assistant                              | 170          |
| Exemptions Analyst                               | 170          |
| Facilities Specialist                            | 170          |
| GIS Specialist II                                | 170          |
| Heritage Programs and Museums Coordinator        | 170          |
| Investigative Specialist                         | 170          |
| Investigator                                     | 170          |
| Legal Assistant                                  | 170          |
| Marina Supervisor, Assistant                     | 170          |
| Marketing and Graphics Specialist                | 170          |
| Multimedia Production Specialist                 | 170          |
| Network Support Technician                       | 170          |
| Operations Engineer                              | 170          |
| Population Control Supervisor                    | 170          |
| Research Analyst, Senior                         | 170          |
| Special Populations Service Outreach Coordinator | 170          |
| Victim Advocate, Lead                            | 170          |
| Accounts Payable Coordinator                     | 180          |
| Appraiser, Commercial                            | 180          |
| Appraiser, Senior Residential                    | 180          |
| Audit Assistant                                  | 180          |
| Case Manager, Lead                               | 180          |
| Communications Specialist, Senior                | 180          |
| Criminal Records Supervisor                      | 180          |
| Legal Assistant, Senior                          | 180          |
| Narcotics Investigative Specialist               | 180          |
| Paralegal, Senior                                | 180          |
| Park Ranger I                                    | 180          |
| Public Health Specialist                         | 180          |
| Registration Supervisor                          | 180          |
| Restitution Coordinator                          | 180          |
| Administrative Supervisor                        | 190          |
| Appraiser, Senior Commercial                     | 190          |
| Budget Analyst                                   | 190          |
| Business Personal Property Auditor, Senior       | 190          |
| Code Compliance Officer                          | 190          |
| Code Compliance Officer/Building Inspector       | 190          |
| Communications Specialist, Lead                  | 190          |
| Corrections Case Worker                          | 190          |
| Court Administrator, Assistant                   | 190          |
| GIS Specialist III                               | 190          |
| Golf Professional, Assistant                     | 190          |



**EXHIBIT 6E (Continued)**  
**PAY GRADE ASSIGNMENTS**

| Proposed Classification Title              | Grade |
|--------------------------------------------|-------|
| On-Site Wastewater Specialist              | 190   |
| Park Ranger II                             | 190   |
| Project Inspector                          | 190   |
| Public Health Specialist II                | 190   |
| Systems Administrator, Assistant           | 190   |
| Utilities/Construction Inspector           | 190   |
| Benefits Analyst                           | 200   |
| Building Official                          | 200   |
| Business Personal Property Supervisor      | 200   |
| Client Advocate Supervisor                 | 200   |
| Collections Supervisor                     | 200   |
| Compliance Review Officer                  | 200   |
| Concession Supervisor                      | 200   |
| Corrections Community Outreach Coordinator | 200   |
| Corrections Sergeant                       | 200   |
| Criminal Records Supervisor, Lead          | 200   |
| CSE Supervisor                             | 200   |
| Deputy Sheriff 1                           | 200   |
| Engineering CAD Technician                 | 200   |
| Foreman - Building Trades                  | 200   |
| Foreman - Golf Course                      | 200   |
| Foreman - Natural Resources                | 200   |
| Foreman - Park Operations                  | 200   |
| Foreman - Recreation                       | 200   |
| Foreman - Road and Bridge Maintenance      | 200   |
| Foreman - Softball Park                    | 200   |
| Forensic Technician                        | 200   |
| Inmate Program Services Coordinator        | 200   |
| Nurse Case Manager                         | 200   |
| Outdoor Education Supervisor               | 200   |
| Park Ranger III                            | 200   |
| Public Health Specialist III               | 200   |
| Recorder of Deeds Supervisor               | 200   |
| Sports and Aquatic Administrator           | 200   |
| Systems Analyst                            | 200   |
| Taxpayer Assistance Supervisor             | 200   |
| Assistant Auditor                          | 210   |
| Bookkeeping and Benefits Supervisor        | 210   |
| Budget Coordinator                         | 210   |
| Case Manager Supervisor                    | 210   |
| Data Analyst                               | 210   |
| Database Supervisor                        | 210   |
| Deputy Sheriff 2                           | 210   |
| Director of OHRCC                          | 210   |
| Forensic Technician/Investigator           | 210   |
| Marina Supervisor                          | 210   |
| Network Support Administrator              | 210   |
| Office Administrator                       | 210   |
| Operations Coordinator                     | 210   |
| Park Ranger IV                             | 210   |
| Project and Safety Coordinator             | 210   |
| Residential Appraisal Coordinator          | 210   |



**EXHIBIT 6E (Continued)**  
**PAY GRADE ASSIGNMENTS**

| Proposed Classification Title                  | Grade |
|------------------------------------------------|-------|
| Senior Buyer                                   | 210   |
| Special Assessment Tax and Records Coordinator | 210   |
| Special Projects Coordinator                   | 210   |
| Accounts Receivable Administrator              | 220   |
| Budgeting Supervisor                           | 220   |
| Building Superintendent                        | 220   |
| Construction Project Manager                   | 220   |
| Crime Analyst                                  | 220   |
| Delinquent Tax Administrator                   | 220   |
| Deputy Sheriff 3                               | 220   |
| Golf Professional                              | 220   |
| Historic Site Supervisor                       | 220   |
| Investigator I                                 | 220   |
| Landscape Architect                            | 220   |
| Municipal Court Administrator                  | 220   |
| Payroll Supervisor                             | 220   |
| Planner and Program Manager, Senior            | 220   |
| Projects Coordinator                           | 220   |
| Residential Property Appraisal Supervisor      | 220   |
| Special Assessment Coordinator                 | 220   |
| Special Populations Services Supervisor        | 220   |
| Support Services Administrator                 | 220   |
| Systems Administrator                          | 220   |
| Taxpayer Services Administrator                | 220   |
| Taxpayer Support Administrator                 | 220   |
| Website Administrator                          | 220   |
| Accountant                                     | 230   |
| Assistant Auditor, Senior                      | 230   |
| Civil Engineer I                               | 230   |
| Clinical Services Manager                      | 230   |
| Construction Supervisor                        | 230   |
| Corrections Classification Administrator       | 230   |
| Corrections Lieutenant                         | 230   |
| Criminal Records Administrator                 | 230   |
| Deputy Sheriff 4                               | 230   |
| Finance and Systems Administrator              | 230   |
| GIS Developer                                  | 230   |
| Golf Course Maintenance Supervisor             | 230   |
| IT Support Specialist                          | 230   |
| Natural Resources Supervisor                   | 230   |
| Network Support Analyst                        | 230   |
| Park Operations Supervisor                     | 230   |
| Population Control Coordinator, Assistant      | 230   |
| Public Health Supervisor                       | 230   |
| Road and Bridge Administrator, Assistant       | 230   |
| Software Engineer                              | 230   |
| Special Events Coordinator                     | 230   |
| Support Services Supervisor                    | 230   |
| Combat Marketing Administrator                 | 240   |
| Combat Programs Administrator                  | 240   |
| Commercial Property Appraisal Supervisor       | 240   |
| Database Administrator                         | 240   |



**EXHIBIT 6E (Continued)**  
**PAY GRADE ASSIGNMENTS**

| Proposed Classification Title                    | Grade |
|--------------------------------------------------|-------|
| Deputy Sheriff 5                                 | 240   |
| Facilities Management Administrator, Assistant   | 240   |
| Forensic Supervisor                              | 240   |
| Investigator II                                  | 240   |
| Accounting and Finance Administrator             | 250   |
| Administrative Manager                           | 250   |
| Assessment Project Manager                       | 250   |
| County Clerk, Deputy                             | 250   |
| County Counselor, Assistant                      | 250   |
| Development Division Administrator               | 250   |
| Emergency Management and Safety Coordinator      | 250   |
| Environmental Health Administrator               | 250   |
| Human Resources Administrator                    | 250   |
| IT Support Center Administrator                  | 250   |
| Legal Counsel                                    | 250   |
| Prosecuting Attorney I, Assistant                | 250   |
| Public Information Officer                       | 250   |
| Sheriff Sergeant I                               | 250   |
| Software Engineer, Senior                        | 250   |
| Superintendent of Park Operations, Deputy        | 250   |
| Superintendent of Park Safety, Assistant         | 250   |
| Systems Engineer                                 | 250   |
| Accreditation Manager                            | 260   |
| Budget Administrator                             | 260   |
| Chief Deputy Auditor                             | 260   |
| Chief Deputy Public Administrator                | 260   |
| Civil Engineer II                                | 260   |
| Corrections Captain                              | 260   |
| Grant, Audit, and Risk Administrator             | 260   |
| Population Control Coordinator                   | 260   |
| Purchasing Administrator                         | 260   |
| Road and Bridge Administrator                    | 260   |
| Sheriff Sergeant II                              | 260   |
| Superintendent of Golf Course                    | 260   |
| Superintendent of Historic Sites                 | 260   |
| Superintendent of Park Operations                | 260   |
| Superintendent of Park Safety                    | 260   |
| Superintendent of Recreation                     | 260   |
| Treasurer, Assistant                             | 260   |
| Applications Program Manager                     | 270   |
| County Counselor, Deputy                         | 270   |
| Database Administrator, Senior                   | 270   |
| GIS Program Manager                              | 270   |
| Officer in Charge                                | 270   |
| Prescription Drug Monitoring Program Coordinator | 270   |
| Prosecuting Attorney II, Assistant               | 270   |
| Sheriff Sergeant III                             | 270   |
| Manager of Detention                             | 280   |
| Sheriff Sergeant IV                              | 280   |
| Technology Operations Manager                    | 280   |
| Chief Investigator                               | 290   |
| Civil Engineer III                               | 290   |



**EXHIBIT 6E (Continued)**  
**PAY GRADE ASSIGNMENTS**

| Proposed Classification Title                  | Grade |
|------------------------------------------------|-------|
| Information Security Manager                   | 290   |
| Prosecuting Attorney III, Assistant            | 290   |
| Sheriff Captain I                              | 290   |
| Correctional Center Deputy Director            | 300   |
| Director of Accounting, Assistant              | 300   |
| Director of Administration, Deputy             | 300   |
| Director of Assessment, Deputy                 | 300   |
| Director of Collections, Deputy                | 300   |
| Director of Combat, Deputy                     | 300   |
| Director of Enterprise Operation, Deputy       | 300   |
| Director of Facilities Management, Deputy      | 300   |
| Director of Human Resources, Deputy            | 300   |
| Director of Information Technology/GIS, Deputy | 300   |
| Director of Park Operations, Deputy            | 300   |
| Sheriff Captain II                             | 300   |
| Forensic Fellow                                | 310   |
| Prosecuting Attorney IV, Assistant             | 310   |
| Treasurer                                      | 310   |
| Trial Team Leader                              | 320   |
| Director (Prosecuting Attorney)                | 340   |
| Clerk of the County Legislature                | 350   |
| COMBAT Director                                | 350   |
| Correctional Center Director                   | 350   |
| Director of Assessment                         | 350   |
| Director of Collections                        | 350   |
| Director of Communications                     | 350   |
| Director of Finance and Purchasing             | 350   |
| Director of Human Resources                    | 350   |
| Director of Information Technology             | 350   |
| Director of Parks and Recreation               | 350   |
| Director of Recorder of Deeds                  | 350   |
| Division Chief (Prosecuting Attorney)          | 350   |
| Program Administrator                          | 350   |
| Public Administrator                           | 350   |
| Chief Deputy County Counselor                  | 360   |
| Chief Deputy County Counselor - Litigations    | 360   |
| Chief Deputy Operating Officer                 | 360   |
| Chief of Health Services                       | 360   |
| Chief of Operations                            | 360   |
| Chief Operating Officer                        | 360   |
| Director of Public Works                       | 360   |
| Major                                          | 360   |
| Prosecuting Attorney, Deputy                   | 360   |
| Chief Administrative Officer                   | 370   |
| Chief of Staff                                 | 370   |
| County Auditor                                 | 370   |
| County Counselor                               | 370   |
| County Administrator                           | 999   |
| Medical Examiner                               | 999   |
| Medical Examiner, Deputy                       | 999   |
| Prosecuting Attorney, Assistant                | N/A   |

\* The Assistant Prosecuting Attorney classification is a grandfathered position and is not assigned to a pay grade. Instead, the minimum of its pay range is the minimum of Grade 250 and its maximum is the maximum of Grade 310.



## FINDING

As part of this study, Evergreen presented various implementation options for transitioning the County from the old pay structure to the new pay structure. Evergreen is providing two options to transition employees into the new structure—each of which carries different annual fiscal impacts.

The two options and their operational definitions are:

- **Bring to New Minimum** – This approach maintains current employee salaries unless their existing salary falls below their newly assigned pay grade’s minimum. When this occurs, the employee’s salary is raised to the new minimum.
- **Classification Date Parity** – Each employee's salary is placed within their recommended range based on how long they have worked in their current position. This is done on the basis of 30 year career trajectory, where an employee with 15 years of experience would be placed at the midpoint, whereas an employee with 30 or more years would be at maximum. If an employee's hourly rate exceeds where they would be projected in the recommended range, no adjustment is made.

There is not a “correct” approach for transitioning employees into the proposed system and each has its own unique strengths. For example, a strength of the Bring to New Minimum approach is that it minimizes transition costs, whereas a strength of the Classification Date Parity model is that it addresses compression to the extent possible.

### RECOMMENDATION 5: Adopt the best implementation option for Jackson County.

Exhibits 6F through 6H show the implementation cost for each of the next three years for each option (not including benefits), the number of employees impacted by the change, the average adjustment for those receiving adjustments, and the average magnitude of the change on the impacted employees.

**EXHIBIT 6F  
2020 IMPLEMENTATION OPTION COSTS**

| Option               | 2020                      |                                   |                           |                               |
|----------------------|---------------------------|-----------------------------------|---------------------------|-------------------------------|
|                      | Total Implementation Cost | # Employees Receiving Adjustments | Average Salary Adjustment | Average Percentage Adjustment |
| Bring to New Minimum | \$1,670,497               | 398                               | \$4,197                   | 14.4%                         |
| Class Date Parity    | \$2,967,273               | 541                               | \$5,485                   | 16.9%                         |



**EXHIBIT 6G  
2021 IMPLEMENTATION OPTION COSTS**

| Option               | 2021                      |                                   |                           |                               |
|----------------------|---------------------------|-----------------------------------|---------------------------|-------------------------------|
|                      | Total Implementation Cost | # Employees Receiving Adjustments | Average Salary Adjustment | Average Percentage Adjustment |
| Bring to New Minimum | \$1,393,332               | 565                               | \$2,466                   | 6.6%                          |
| Class Date Parity    | \$2,629,114               | 816                               | \$3,222                   | 7.9%                          |

**EXHIBIT 6H  
2022 IMPLEMENTATION OPTION COSTS**

| Option               | 2022                      |                                   |                           |                               |
|----------------------|---------------------------|-----------------------------------|---------------------------|-------------------------------|
|                      | Total Implementation Cost | # Employees Receiving Adjustments | Average Salary Adjustment | Average Percentage Adjustment |
| Bring to New Minimum | \$1,928,894               | 763                               | \$2,528                   | 6.4%                          |
| Class Date Parity    | \$3,174,399               | 889                               | \$3,571                   | 8.1%                          |

#### 6.4 SYSTEM MAINTENANCE AND ADMINISTRATION POLICIES

Any organization’s compensation and classification system will need periodic maintenance. The recommendations provided in this chapter were developed based on conditions at the time the study was conducted. Without proper upkeep of the system, the potential for recruitment and retention issues may increase as the compensation and classification system becomes dated and less competitive.

##### FINDING

While salary is a major factor in employee recruitment and retention, benefits also play a significant role. This chapter has already provided recommendations related to the County’s salary structure, but a consideration of its benefits structure must also be given.

As discussed in **Chapter 5**, it was found that Jackson County offers employees a larger overall benefits package (in terms of the percentage that benefits comprise total compensation)—35.0 percent—when compared with the market—30.1 percent.

When single benefits were analyzed in isolation, the County is ahead of the market in the following specific areas:

- dental insurance;
- vision insurance;
- short-term disability insurance;
- sick leave;



- paid sick leave upon separation;
- tuition reimbursement;
- wellness programs; and
- paid holidays.

However, the County was found to be behind the market in the following specific areas:

- health insurance;
- annual/vacation leave; and
- employee assistance programs.

**RECOMMENDATION 6:** Jackson County is commended for its generous benefits options and should seek to bolster the overall competitiveness of its benefits package, particularly in the area of health insurance.

## FINDING

The method of moving salaries through the salary schedule and setting new salaries for new hires, skill-based pay, market adjustments, promotions, and transfers depends largely on an organization's compensation philosophy. It is important for the County to have established guidelines for each of these situations and to ensure that they are followed consistently for all employees. Common practices for progressing and establishing employee salaries are outlined below.

### Salary Progression

As outlined above, Evergreen recommends that the County implement the new salary schedule which would involve an adjustment of employee salaries to ensure they are properly placed in the proposed salary schedule. While this major adjustment should be performed when financial feasible, the County should also adjust salaries annually. Evergreen recommends that the basis of salary adjustment in the future be done at three distinct levels:

1. **Structural:** Adjustment to the pay ranges should be done annually, with the aim of adjusting for the changes in cost-of-living. Evergreen recommends the County tie the annual compensation structure movement to the local change in the Consumer-Price-Index (CPI). This annual adjustment will ensure pay ranges do not rapidly fall out of line with that of market peers. However, when conducting small-scale surveys, the County should also collect salary schedule movement and anticipated movement from its peers to gauge if market movement is keeping pace with CPI movement.
2. **Classification:** As a result of the market surveys, the County may identify classifications or job families that are experiencing considerable market movement and, as a result, reassignment of the pay grades should be considered when this occurs. Alternatively, for any classifications that have become hard to recruit and retain, pay grade reassignment should also be considered to ensure the County is competitive for both recruiting new talent and retaining existing employees.





3. **Individual:** Evergreen recommends that the County provide regular increases to individual employee salaries that are based upon regular performance evaluations.

### **New Hires**

A new employee's starting salary largely depends on the amount of education and experience the employee possesses beyond the minimum requirements for the job. Typically, an employee holding the minimum education and experience requirements for a classification is hired at or near the classification's pay grade minimum. However, for recruiting purposes, the County needs the ability to offer salaries to new employees that consider prior related experience. It is recommended that the County continue to allow flexibility when establishing new employee salaries. It is also important, however, when determining new hire salaries to, when possible, preserve the internal equity of employees' salaries within the classification.

### **Promotions**

When an employee is promoted to a new classification, it is important to have guidelines for calculating the employee's new salary that rewards the employee for his or her new responsibilities, moving the salary into the new pay grade, and ensuring internal equity in the new classification. For example, a range of three to seven percent increase is common today, with consideration given to preserving the internal equity of employee salaries within the classification. The County has established promotion guidelines which will continue to require review going forward to remain current with best practice.

### **Transfers**

An employee transfer occurs when an employee is reassigned to a classification at the same pay grade as his or her current classification or when an employee's classification stays the same, but his or her department changes. In either of these cases, it is likely that no adjustment is necessary to the employee's salary. The only situation in which a salary adjustment would be needed for a transferred employee would be if his or her current salary is not aligned with the salaries of employees in the new classification or department. If that occurs, it may be necessary to adjust the salary of the employee or the incumbents of the classification to ensure salary equity within the new classification.

**RECOMMENDATION 7: Develop/maintain guidelines for progressing employee salaries through the salary schedules, including those for determining salaries of newly hired employees and employees who have been promoted or transferred to a different classification or department or who have been reclassified.**

### **FINDING**

While it is unlikely that all classifications will need to be analyzed and adjusted for several years, a small number of classification pay grades may need to be reassigned more frequently. If one or more classifications are exhibiting high turnover or are having difficulty with recruitment, the County should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay grade of the classification(s). If increasing a



classification's pay grade based on market data does not help with the recruitment and/or retention issues, it may be necessary for the County to offer incentives to attract employees to the position and/or to encourage employees to remain in the position.

**RECOMMENDATION 8: Conduct small-scale salary surveys as needed to assess the market competitiveness of selected classifications with recruitment and/or retention issues and make changes to pay grade assignments as necessary.**

## FINDING

In order to maintain competitiveness between compensation and classification studies, the County should continue adjusting its salary schedule on an annual basis, as required. In addition to using the consumer price index (CPI) values for cost of living adjustments, the County would benefit from also contacting the local peer group and determining the approach to salary schedule adjustments made by peers.

The County may find it struggles to navigate through changing economic conditions and with organizations competing for the same human resources. For this reason, the County should conduct a comprehensive classification and compensation study every five years.

**RECOMMENDATION 9: Conduct a comprehensive classification and compensation study approximately every five years.**

## FINDING

As part of this study, Evergreen was tasked with developing a recommended schedule for future evaluations of all job classifications. An established process allows for assessment of a classification to determine if, internally, it is compensated equitably in comparison to other like classifications and assists with collecting the data necessary to determine if the classification is titled correctly. A well-established schedule allows for evaluation of positions—as requested by employees or supervisors—when there is evidence that a position's primary duties have changed, when a classification is newly created, and/or at regular intervals to ensure that slotting relationships are maintained across the organization.

The tool used by Evergreen to assess internal job worth as part of this study was the Job Assessment Tool (JAT). The results of this tool, paired with market data, provided a final, data-driven value that was used to match the classification under review up to an appropriate midpoint on the County's proposed salary schedule. With all County classifications now assessed and slotted using this methodology, the County has an excellent foundation on which to base compensation and classification decisions surrounding any position. Moving forward, the County should employ the same methodology to continually assess positions.

The County should adopt the JAT and market-driven approach to be used for all future job evaluations for all employees. This process serves as an unbiased means to capture a snapshot of a position's current duties and requirements, as well as identify a reasonable level of compensation that aligns with the slotting established during the course of this study.



Every two years, on a rotating basis, the County should internally use the JAT to reassess all job classifications. Supervisors can assist in the process by providing information on changes to job duties or responsibilities thereby allowing updates to JAT scores where appropriate. Calculations can then be run to ensure that all positions are slotted appropriately.

The County should also establish a mechanism or process to evaluate new and/or updated position titles as needed between review cycles. Evergreen recommends the following process:

1. A department head/supervisor submits completed Job Review Form to Human Resources to request a job evaluation for either a new or existing position. The proposed form is displayed in **Exhibit 6I**. Note that one form per job should be submitted.
2. Human Resources staff receive the completed Job Review Form and determine what action is needed. If action requires the completion of a JAT, a blank JAT is emailed by HR to the department head/supervisor for completion. If the position is new, the JAT should be filled out by the person with the most knowledge of the position. If no JAT is needed, HR staff proceeds to Step 5.
3. The department head/supervisor completes the JAT and submits to HR within five business days.
4. The Human Resources Director receives and reviews the JAT for accuracy. A score is entered into the existing regression database (provided by Evergreen).
5. If market data on file are greater than one year old or not available for the position in question, fresh market data is collected from market peers.
6. An average market midpoint is entered into the existing regression database by HR staff.
7. With JAT and market data collected, the regression database provides HR staff with a projected midpoint. This midpoint is used to preliminarily guide the placement of the position in the County's salary schedule.
8. The Human Resources Director records the final recommended pay grade and job title in the second section of the Job Review Form (see **Exhibit 6I**).
9. A copy is emailed to the department head/supervisor, as well as to the County Executive for final approval. Prior to final approval by the County Executive or his/her designee will send a copy of the evaluated position to the County Auditor.

With this process in place, and continued use of the JAT and market data in making classification and compensation decisions, the County will ensure an equitable system is maintained. As part of this project, Evergreen will also be providing HR staff with JAT training and access to all the tools necessary to continue this process.

**RECOMMENDATION 10: Adopt the Job Assessment Tool (JAT) and market data-based methodology from Evergreen to evaluate new and updated position titles in the future.**



EXHIBIT 6I  
 PROPOSED JOB REVIEW FORM

# Job Review Form

Please complete all fields, scan, and electronically submit to the Human Resources Department.

**DEPARTMENT HEAD COMPLETES**

|                                  |  |
|----------------------------------|--|
| Requester Name and Title:        |  |
| Phone:                           |  |
| E-mail Address:                  |  |
| Department:                      |  |
| Today's Date:                    |  |
|                                  |  |
| Job Title for Review:            |  |
| Position Type (New or Existing): |  |
| Reason for Review:               |  |
| Desired Outcome:                 |  |



**EXHIBIT 6I (Continued)  
PROPOSED JOB REVIEW FORM**

|                           |                                                                                                     |
|---------------------------|-----------------------------------------------------------------------------------------------------|
| <b>HR USE ONLY</b>        |                                                                                                     |
| Form Received by:         |                                                                                                     |
| Form Reviewed by:         |                                                                                                     |
| Today's Date:             |                                                                                                     |
| <b>Action:</b>            |                                                                                                     |
| JAT Sent (Y/N):           | <input type="checkbox"/> Yes <input type="checkbox"/> No   Once Returned, record date received ____ |
| Market Data Needed (Y/N): | <input type="checkbox"/> Yes <input type="checkbox"/> No                                            |
|                           |                                                                                                     |
| Final JAT Score           |                                                                                                     |
| Market Midpoint Value     |                                                                                                     |
| Regression Midpoint       |                                                                                                     |
|                           |                                                                                                     |
| Title Recommendation:     |                                                                                                     |
| Grade Recommendation:     |                                                                                                     |
| Explanation of Findings:  |                                                                                                     |
| Reviewer Notes:           |                                                                                                     |

|                                                                                              |                                                                               |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Signature: _____<br><p align="center"><b>Director of<br/>Human Resources</b></p> Date: _____ | Signature: _____<br><p align="center"><b>County Executive</b></p> Date: _____ |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|

## 6.5 SUMMARY

The objective of this Job Classification and Compensation Study was to improve the internal and external equity of both the structure by which employees are compensated, as well as the way positions relate and compare to one another across the organization. This was accomplished by analyzing data gathered internally and externally, which informed the recommendations made in this chapter.

The external salary survey identified certain classifications compensated below market average. Overall, it was determined that the County is approximately 18.7 percent below the market minimum, 18.4 percent below the market midpoint, and 18.3 percent below the market maximum of salary ranges of benchmark positions.

Combining the market data with the internal data gathered through the JAT process, Evergreen was able to make recommendations which improve the equity and competitiveness of the County's pay structure and the placement of classifications within that structure. Using the market data that was obtained for the 2019 fiscal year, by adopting the proposed salary schedule and grade order list for the 2020 fiscal year, the County's salary schedule will move to approximately 2.6 percent behind the market at the minimum, 1.7 percent behind at the midpoint, and 1.1 percent behind at the maximum. Using the 2019-20 market data, by adopting the proposed salary schedule and grade order list for the 2022 fiscal year, the County's salary schedule will move to approximately 8.5 percent above the market at the minimum, 9.3 percent above at the midpoint, and 9.9 percent above at the maximum.

The recommendations in this chapter provide a competitive compensation structure—internally aligned with the classification structure—and system administration practices that will provide Jackson County with a responsive compensation and classification system for years to come. While the upkeep of this recommended system and associated pay and classification guidelines will require work, the County will find that having a competitive compensation and classification system that encourages strong recruitment and employee retention is well worth the effort.



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

**A RESOLUTION** authorizing a contract for the furnishing of software maintenance for use by the Clerk of the County Legislature to Granicus of San Francisco, CA, at an actual cost to the County in the amount of \$31,752.00, as a sole source purchase.

**RESOLUTION NO. 20375**, February 10, 2020

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Clerk of the County Legislature has a need for annual maintenance and support of its proprietary Granicus software; and,

WHEREAS, the Clerk of the Legislature currently uses Granicus Encoding, Open Platform Suite, and Meeting Efficiency Suite for Legislative meetings; and,

WHEREAS, the required maintenance agreement supports critical applications necessary for the County business; and,

WHEREAS, annual software maintenance agreements are considered sole source purchases, as the maintenance can only be provided by the software's developer; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a software maintenance and support agreement for use by the Clerk of the County Legislature to Granicus of San Francisco, CA, at an actual cost to the County in the amount of \$31,752.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is 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. 20375 of February 10, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

Funds sufficient for this transfer are available from the sources indicated below.

ACCOUNT NUMBER: 001 1305 56662  
ACCOUNT TITLE: General Fund  
Information Technology  
Software Maintenance  
NOT TO EXCEED: \$31,752.00

2/6/2020  
\_\_\_\_\_  
Date

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


# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20375

Sponsor(s): Charlie Franklin

Date: February 10, 2020

| SUBJECT                                                                                                                                              | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Contract for Software Maintenance Agreement for the Clerk of the County Legislature to Granicus of St. Paul, MN as a Sole Source in the amount of \$31,752.00.</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-------------|------------------------------------------------|-------------|--------------------------------------------------------|-------------|--------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|--------------------|
| <p>BUDGET INFORMATION<br/> <i>To be completed By Requesting Department and Finance</i></p>                                                           | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$31,752.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>-0-</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$31,752.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$31,752.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:<br/>Software:<br/>General Fund, Information Technology, Software Maintenance: 001-1305-56662</td> <td>\$31,752.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$31,752.00</b></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/> Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):<br/> Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$31,752.00 | Amount previously authorized this fiscal year: | -0-         | Total amount authorized after this legislative action: | \$31,752.00 | Amount budgeted for this item * (including transfers): | \$31,752.00 | Source of funding (name of fund) and account code number:<br>Software:<br>General Fund, Information Technology, Software Maintenance: 001-1305-56662 | \$31,752.00 | <b>Total</b> | <b>\$31,752.00</b> |
| Amount authorized by this legislation this fiscal year:                                                                                              | \$31,752.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| Amount previously authorized this fiscal year:                                                                                                       | -0-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| Total amount authorized after this legislative action:                                                                                               | \$31,752.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| Amount budgeted for this item * (including transfers):                                                                                               | \$31,752.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| Source of funding (name of fund) and account code number:<br>Software:<br>General Fund, Information Technology, Software Maintenance: 001-1305-56662 | \$31,752.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| <b>Total</b>                                                                                                                                         | <b>\$31,752.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| PRIOR LEGISLATION                                                                                                                                    | <p>Prior ordinances and (date):<br/> Prior resolutions and (date):</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| CONTACT INFORMATION                                                                                                                                  | <p>RLA drafted by (name, title, &amp; phone): Craig Reich, Senior Buyer, 881-3265</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| REQUEST SUMMARY                                                                                                                                      | <p>The Clerk of the Legislature currently utilizes Granicus Encoding, Open Platform Suite, Meeting Efficiency Suite for use in Legislative Meetings. The maintenance agreement support critical application necessary for County Business. Annual Software Maintenance Agreements are considered Sole Source purchases, as the maintenance can only be provided by the developer of the software.</p> <table border="1"> <thead> <tr> <th>Vendor Name and Location</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Granicus; St. Paul, MN</td> <td>\$31,752.00</td> </tr> </tbody> </table> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the Purchase of Annual Software Maintenance agreement with Granicus of St. Paul, MN.</p>                                                                                                                                                                                                                                                                                                                                                             | Vendor Name and Location                                | Amount      | Granicus; St. Paul, MN                         | \$31,752.00 |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| Vendor Name and Location                                                                                                                             | Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| Granicus; St. Paul, MN                                                                                                                               | \$31,752.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| CLEARANCE                                                                                                                                            | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A<br/> <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A<br/> <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| COMPLIANCE                                                                                                                                           | <p><input type="checkbox"/> MBE Goals N/A<br/> <input type="checkbox"/> WBE Goals N/A<br/> <input type="checkbox"/> VBE Goals N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| ATTACHMENTS                                                                                                                                          | <p>Information Technology Memorandum and vendor's invoices</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |
| REVIEW                                                                                                                                               | <p>Department Director:  Date: 2/6/2020</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |             |                                                |             |                                                        |             |                                                        |             |                                                                                                                                                      |             |              |                    |

|                                                    |                     |                        |
|----------------------------------------------------|---------------------|------------------------|
| Finance (Budget Approval):<br><i>If applicable</i> | <i>[Signature]</i>  | Date: <i>1/29/2020</i> |
| Division Manager:                                  | <i>[Signature]</i>  | Date: <i>1/29/2020</i> |
| County Counselor's Office:                         | <i>Bryan County</i> | Date: <i>2/6/2020</i>  |

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
|                 |                |                       |

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.





**Department of  
INFORMATION TECHNOLOGY**  
**JACKSON COUNTY, MISSOURI**

816-881-3151

415 EAST 12TH STREET, ROOM G-8  
KANSAS CITY, MO 64106

EXECUTIVE OFFICE

JAN 29 2020

**TO: CRAIG REICH, SENIOR BUYER**

**FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS** *MSE*

**DATE: JANUARY 29, 2020**

**RE: GRANICUS AS A SOLE SOURCE VENDOR FOR SOFTWARE MAINTENANCE.**

**GRANICUS IS THE COUNTY'S SOLE SOURCE PROVIDER OF LEGISLATIVE MEETING AND AGENDA SERVICES PRIMARILY USED BY THE COUNTY CLERK'S OFFICE. SERVICES INCLUDE POSTINGS, AGENDAS AND VIDEO RECORDINGS FOR ALL LEGISLATIVE MEETINGS IN KANSAS CITY AND INDEPENDENCE. THE GRANICUS SOFTWARE AND HARDWARE HAVE BEEN UPGRADED TO THE LATEST SOFTWARE VERSION AND HD COMPATIBLE ENCODERS.**

## Granicus Budgetary Proposal for Jackson County MO

**Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.**

### Granicus Contact

**Name:** Maxwell Buccelli

**Phone:**

**Email:** maxwell.buccelli@granicus.com

### Proposal Details

**Quote Number:** Q-82175

**Prepared On:** 9/27/2019

**Valid Through:** 12/31/2019

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Current Subscription End Date:** 12/31/2019

**Period of Performance:** 1/1/2020 - 12/31/2020

### Annual Fees for Renewing Subscriptions

| Solution                                  | Billing Frequency | Quantity/Unit    | Annual Fee         |
|-------------------------------------------|-------------------|------------------|--------------------|
| Granicus Streaming                        | Annual            | 1 Each           | \$22,491.00        |
| Legistar                                  | Annual            | 1 Each           | \$0.00             |
| Granicus Encoding Appliance Software (GT) | Annual            | 2 Each           | \$2,646.00         |
| Open Platform Suite                       | Annual            | 1 Each           | \$0.00             |
| Meeting Efficiency Suite                  | Annual            | 1 Each           | \$0.00             |
| Upgrade to SDI 720p Streaming             | Annual            | 2 Each           | \$6,615.00         |
|                                           |                   | <b>SUBTOTAL:</b> | <b>\$31,752.00</b> |

#### Terms and Conditions

- The terms and conditions set forth in the Agreement effective 11/1/2017 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Jackson County MO to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-82175 dated 9/27/2019 are incorporated into this Purchase Order by reference.

Jackson County, Missouri

**AFFIDAVIT**

STATE OF Minnesota )  
 ) SS.  
COUNTY OF Ramsey )

Jessica Yang of the City of Saint Paul  
County of Ramsey State of Minnesota being duly sworn on her or his oath, deposes and says;

1. That I am the Manager of Business Contracts Title of Affiant) of Oranicus (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.

2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).

3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.

4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2019 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.

5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List

7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Oranicus (Name of Bidder)  
By: Jessica Yang (Signature of Affiant)  
Manager of Business & Contracts (Title of Affiant)

Subscribed and sworn to before me this 10th day of January, 2020



NOTARY PUBLIC in and for the County of Hennepin (SEAL)

State of Minnesota

My Commission Expires: 1/31/2022



**Jackson County, Mo.  
Vendors Compliance Reporting Submission System**

**Thank you. Your Compliance Report has been accepted and will be reviewed by the Compliance Review Officer.**

**Report Confirmation Code: 191206120003V1808**

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## 1. Company Description

|                                |                                   |
|--------------------------------|-----------------------------------|
| <b>Company Name</b>            | Granicus, LLC.                    |
| <b>Street Address</b>          | 408 Saint Peter Street, Suite 600 |
| <b>City</b>                    | St Paul                           |
| <b>State</b>                   | MN                                |
| <b>Zip Code</b>                | 55102                             |
| <b>Business Representative</b> |                                   |
| <b>First Name</b>              | Maxwell                           |
| <b>Middle Name</b>             |                                   |
| <b>Last Name</b>               | Buccelli                          |
| <b>Title</b>                   | Business and Contracts Specialist |
| <b>Phone</b>                   | 415-967-5570                      |
| <b>E-mail</b>                  | bizcon@granicus.com               |

## 2. Company Statistics

|                                                              |                                                                        |
|--------------------------------------------------------------|------------------------------------------------------------------------|
| <b>A. Total number of employees</b>                          | 595                                                                    |
| <b>B. Enter below the total number of employees who are:</b> |                                                                        |
| 1 Women                                                      | 198                                                                    |
| 2 Hispanic                                                   | 29                                                                     |
| 3 Black                                                      | 20                                                                     |
| 4 Asian                                                      | 42                                                                     |
| 5 American Indian                                            | 0                                                                      |
| 6 Biracial                                                   | 20                                                                     |
| <b>Employment Statistics were obtained from:</b>             | Employees can self-identify this data within our HR Information System |

### 3 - 7. Advertising, Recruiting and training

3 Has your company advertised for applicants since your last report? Yes

If so, please forward a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement.

4 Has there been any effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? No

If so, please forward a detailed report of such efforts

5 Have there been any adjustments in your job prerequisites or your recruiting and hiring procedures? No

If so, please forward a narrative describing the adjustments

6 Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants? No

If so, please forward a narrative of such efforts

7 Will you be forwarding any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs? No

8 Do you intend to submit an MBE \ WBE sub-contractor Report No

### this Vendor Compliance Report Submission was prepared by:

|            |                                   |
|------------|-----------------------------------|
| First Name | Maxwell                           |
| Last Name  | Buccelli                          |
| Title      | Business and Contracts Specialist |

Forward all supporting documents and reports to:  
 Tom Wyrsh  
 Contract Compliance Review Director  
 415 East 12th Street - 2nd Floor  
 Kansas City, Missouri 64106  
 EMAIL: cro@jacksongov.org  
 FAX: (816)-881-1223



## Jackson County, Mo Certificate of Compliance

Issued To:  
Granicus, LLC.

Who is found to be in compliance with Chapter 6 Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2020.

A handwritten signature in black ink that reads "Tom Wyasch".

COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Certificate ID: 191206120003V1808