



# COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

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

## September 9 – September 15, 2022

9-9-2022 Friday

NO MEETINGS –

9-12-2022 Monday

NO ANTI-CRIME, HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL AFFAIRS, JUSTICE & LAW ENFORCEMENT, LAND USE, PUBLIC WORKS, RULES OR 911 OVERSIGHT COMMITTEE

9:50 A.M. Budget Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

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

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

**Closed Meeting per Resolution # 21037**

9-13-2022 Tuesday

NO MEETINGS –

9-14-2022 Wednesday

NO MEETINGS –

9-15-2022 Thursday

8:30 A.M. Plan Commission Public Hearing –  
Historic Truman Courthouse, 112 W. Lexington Ave,  
2<sup>nd</sup> Floor, Independence, MO, Large Meeting Room

5:15 P.M. Ethics, Human Relations & Citizen Complaints  
Commission Meeting –Meeting will be held via Zoom. For  
more information contact, Anita Mackrel at  
[amackrel@jacksongov.org](mailto:amackrel@jacksongov.org).

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

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

AN ORDINANCE repealing schedule I to chapter 2, Jackson County Code, 1984, relating to County associates not within the Merit System, and enacting, in lieu thereof, one new schedule relating to the same subject.

**ORDINANCE NO. 5658**, September 12, 2022

**INTRODUCED BY** Ronald E. Finley, 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, Evergreen completed the study, which made recommendations regarding new salary ranges for all County positions and the proper placement of all County associates within those ranges; and,

WHEREAS, by Ordinance 5373, dated June 29, 2020, the Legislature adopted Evergreen's recommendations in the study regarding associates not within the Merit System and implemented the new ranges by the revision of certain provisions of chapter 2 of the Jackson County Code; and,

WHEREAS, Ordinance 5373 enacted code section 285.b, which authorized the Director of Human Resources to modify the salary ranges contained in schedule 1 to chapter 2 of the code, to reflect the ranges recommended by Evergreen for the second and third year of the study; and,

WHEREAS, in this implementation, Ordinance 5373 deleted from schedule I certain historical positions in County government that did not have incumbents at the time of implementation; and,

WHEREAS, the Jackson County Sheriff now recommends that one of these former positions, Undersheriff be added back into schedule I at the range recommended by Evergreen, to reduce the span of control of commanders at the Sheriff's Office, allowing for more efficient operations and to allow for an additional level of review below the Sheriff, thereby reducing the Sheriff's administrative workload and enhancing his ability to collaborate with the community in which we serve; and,

WHEREAS, it is in the best interests of the health, welfare, and safety of the citizens of Jackson County that schedule 1 to chapter 2 be amended as recommended by the Sheriff; now therefore,

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

Section A. Enacting Clause.

Schedule I to chapter 2, Jackson County Code, 1984, is hereby repealed and one new schedule enacted in lieu thereof, to be known as schedule I, to read as attached.

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. 5658 introduced on September 12, 2022, was duly passed on \_\_\_\_\_, 2022 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. 5658.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

	NON-MERIT CLASSIFICATION TITLE	GRADE	2022 MINIMUM SALARY	2022 MAXIMUM SALARY
<b>COUNTY LEGISLATURE</b>				
	<b>Legislature as a Whole</b>			
	Legislative Aide	N/A	Open	Open
	<b>County Auditor</b>			
	Secretary to Auditor	160	\$40,398.00	\$62,617.00
	Compliance Review Officer	200	\$47,992.00	\$74,388.00
	Chief Compliance Review Officer	230	\$54,611.00	\$84,647.00
	Chief Deputy Auditor	260	\$62,142.00	\$96,320.00
	County Auditor	370	\$106,098.00	\$180,367.00
	<b>County Clerk</b>			
	Administrative Assistant II	140	\$37,064.00	\$57,449.00
	Legislative Secretary	150	\$38,695.00	\$59,977.00
	Deputy Clerk of the Legislature	300	\$73,822.00	\$114,424.00
	Clerk of the County Legislature	350	\$91,556.00	\$141,912.00
<b>COUNTY EXECUTIVE</b>				
	Executive Assistant	170	\$42,176.00	\$65,373.00
	Asst. to County Executive/Office Administrator	210	\$50,104.00	\$77,661.00
	Chief (County Executive)	370	\$106,098.00	\$180,367.00
	County Administrator	999	\$175,000.00	\$300,000.00
	<b>All County Departments</b>			
	Executive Assistant	170	\$42,176.00	\$65,373.00
	Deputy Department Director	300	\$73,822.00	\$114,424.00
	Department Director	350	\$91,556.00	\$141,912.00
	Director of Public Works	360	\$95,584.00	\$162,493.00
	<b>OHRCC</b>			
	Administrative Assistant II	140	\$37,064.00	\$57,449.00
	Director of OHRCC	210	\$50,104.00	\$77,661.00
	<b>County Counselor</b>			
	Secretary. to County Counselor	160	\$40,398.00	\$62,617.00
	County Counselor, Assistant	250	\$59,523.00	\$92,261.00
	County Counselor, Senior Assistant	280	\$67,731.00	\$104,983.00
	County Counselor, Deputy	300	\$73,822.00	\$114,424.00
	Chief Deputy County Counselor	360	\$95,584.00	\$162,493.00
	County Counselor	370	\$106,098.00	\$180,367.00
	<b>Municipal Court</b>			
	Municipal Court Administrator	220	\$52,309.00	\$81,079.00

	NON-MERIT CLASSIFICATION TITLE	GRADE	2022 MINIMUM SALARY	2022 MAXIMUM SALARY
	<b>Public Administrator</b>			
	Secretary to Public Administrator	160	\$40,398.00	\$62,617.00
	Chief Deputy Public Administrator	260	\$62,142.00	\$96,320.00
	Public Administrator	350	\$91,556.00	\$141,912.00
	<b>Medical Examiner</b>			
	Secretary to Medical Examiner	160	\$40,398.00	\$62,617.00
	Investigator I	220	\$52,309.00	\$81,079.00
	Investigator II	240	\$57,014.00	\$88,372.00
	Chief Investigator	290	\$70,711.00	\$109,602.00
	Forensic Fellow	310	\$77,070.00	\$119,459.00
	Deputy Medical Examiner	999	\$200,000.00	\$260,000.00
	Chief Deputy Medical Examiner	999	\$210,000.00	\$270,000.00
	Chief Medical Examiner	999	\$230,000.00	\$325,000.00
	<b>PROSECUTING ATTORNEY</b>			
	Executive Assistant	170	\$42,176.00	\$65,373.00
	Deputy Director COMBAT	300	\$73,822.00	\$114,424.00
	Director (Prosecutor Attorney)	340	\$87,697.00	\$135,930.00
	COMBAT Director	350	\$91,556.00	\$141,912.00
	Division Chief (Prosecuting Attorney)	350	\$91,556.00	\$141,912.00
	Program Administrator (Prosecuting Attorney)	350	\$91,556.00	\$141,912.00
	Chief of Operations (Prosecuting Attorney)	360	\$95,584.00	\$162,493.00
	Prosecuting Attorney, Deputy	360	\$95,584.00	\$162,493.00
	<b>Drug Task Force</b>			
	Narcotics Investigative Specialist	180	\$44,032.00	\$68,250.00
	Office Administrator	210	\$50,104.00	\$77,661.00
	Officer in Charge	270	\$64,876.00	\$100,558.00
	<b>SHERIFF</b>			
	Executive Assistant	170	\$42,176.00	\$65,373.00
	Deputy Director of Administration (Corrections)	300	\$73,822.00	\$114,424.00
	Deputy Corrections Center Director	300	\$73,822.00	\$114,424.00
	Correctional Center Director	350	\$91,556.00	\$141,912.00
	Major	360	\$95,584.00	\$162,493.00
	Undersheriff/Colonel	370	\$106,098.00	\$180,697.00

# Request for Legislative Action

Ordinance: 5658  
Sponsor: Ronald E. Finley  
Date: September 12, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5658
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	9/12/2022

Introduction
<b>Action Items:</b> ['Repeal']
<b>Project/Title:</b>
AN ORDINANCE repealing Schedule I to Chapter 2, Jackson County Code, 1984, relating to County associates not within the Merit System, and enacting, in lieu thereof, one new Schedule relating to the same subject.

Request Summary
The Sheriff recommends the addition of an Undersheriff/Colonel position to Schedule I to Chapter 2 of the Jackson County Code, as approved by the Merit System Commission, the County Executive, and the Director of Human Resources. The desired outcome of the new position is to reduce the span of control of commanders at the Sheriff's Office, allowing for more efficient operations, and to allow for an additional level of review below the Sheriff, thereby reducing the Sheriff's administrative workload and enhance his ability to collaborate with the community in which we serve. Funding for the position is secured with salary savings recognized in 2022.

Contact Information			
<b>Department:</b>	Sheriff	<b>Submitted Date:</b>	8/18/2022
<b>Name:</b>	Elizabeth A. Money	<b>Email:</b>	EMoney@jacksongov.org
<b>Title:</b>	Office Administrator	<b>Phone:</b>	816-541-8017

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

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5611	March 28, 2022
5373	June 29, 2020
Prior Resolution	
Resolution:	Resolution date:
20104	March 11, 2019

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

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

Fiscal Information	
<ul style="list-style-type: none"> <li>This legislative action does not impact the County financially and does not require Finance/Budget approval.</li> </ul>	



## Request for Legislative Action

### History

Submitted by Sheriff requestor: Elizabeth A. Money on 8/18/2022. Comments:

Approved by Department Approver Ronald A. Fletcher on 8/18/2022 4:01:17 PM. Comments:  
Approved. Major Ron Fletcher

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/18/2022 4:56:40 PM.  
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/19/2022 10:03:29 AM. Comments:

Approved by Budget Office Approver Mark Lang on 8/23/2022 11:59:37 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/23/2022 8:52:17 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/1/2022 11:08:27 AM. Comments:

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

**AN ORDINANCE** appropriating \$45,000.00 from the undesignated fund balance of the 2022 Self-Insurance Fund and authorizing an increase to the contract with Missouri Public Entity Risk Management Fund of Jefferson City, MO, for the furnishing of vehicle liability insurance for use countywide.

**ORDINANCE NO. 5659**, September 12, 2022

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

WHEREAS, by Resolution 19668, dated December 4, 2017, the Legislature awarded a twelve-month contract with four twelve-month options to extend for the furnishing of vehicle liability insurance for use countywide to Missouri Public Entity Risk Management Fund (MOPERM) of Jefferson City, MO, under the terms and conditions of Request for Proposals No. 78-17; and,

WHEREAS, with the commencement of the Enterprise leased vehicle contract, awarded by Resolution 20770 dated September 27, 2021, the County is contractually obligated to insure each now leased vehicle and be responsible for the insurance policy's deductible amounts; and,

WHEREAS, the additional appropriated funds will allow the County to insure all leased vehicles and pay any unanticipated invoices for insurance deductibles; now therefore,

BE IT ORDAINED by the Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2022 Self-Insurance Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Self-Insurance Fund 060-9999	32810- Undesignated Fund Balance	\$45,000	
Non-Departmental- Self Insurance 060-5160	56370- Liability Insurance		\$45,000

and,


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

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

Effective Date: This 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. 5659 introduced on September 12, 2022, was duly passed on \_\_\_\_\_, 2022 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. 5659.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

9/2/2022  
\_\_\_\_\_  
Date

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

# Request for Legislative Action

Ord. #5659

Sponsor: Theresa Cass Galvin

Date: September 12, 2022

## Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5659
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	9/12/2022

## Introduction

**Action Items:** ['Appropriate']

**Project/Title:**

Appropriate \$45,000 to insure leased vehicles and cover deductible invoices

## Request Summary

Requesting an additional appropriation of \$45,000 into 060-5160-56370 for MOPERM insurance coverage and deductible invoices.

With the commencement of the Enterprise leased vehicle contract, the County is contractually obligated to insure each of those vehicles. The increase was not budgeted for in the annual budget. The additional funds will allow the County to insure the leased vehicles and pay any unanticipated deductible invoices.

## Contact Information

<b>Department:</b>	Finance	<b>Submitted Date:</b>	8/18/2022
<b>Name:</b>	Sarah L. Matthes	<b>Email:</b>	SLMatthes@jacksongov.org
<b>Title:</b>	Grant Audit & Risk Manager	<b>Phone:</b>	816-881-3202

## Budget Information

Amount authorized by this legislation this fiscal year:	\$45,000		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$45,000		
Is it transferring fund?	Yes		
<b>Transferring Fund From:</b>			
Fund:	Department:	Line Item Account:	Amount:
060 (Self-Insurance Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$45,000
<b>Transferring Fund To:</b>			
Fund:	Department:	Line Item Account:	Amount:
060 (Self-Insurance Fund)	5160 (Non-Departmental - Self Insurance)	56370 (Liability Insurance)	\$45,000

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
19668	December 4, 2017
20770	September 27, 2021

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

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

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li> </ul>	

## Request for Legislative Action

Submitted by Finance requestor: Sarah L. Matthes on 8/18/2022. Comments:

Returned for more information by Department Approver Bob Crutsinger on 8/18/2022 1:33:17 PM. Comments: Returning per our conversation.

Submitted by Requestor Sarah L. Matthes on 8/18/2022 1:41:23 PM. Comments:

Approved by Department Approver Bob Crutsinger on 8/18/2022 3:24:50 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/18/2022 3:30:30 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/18/2022 4:16:37 PM. Comments:

Approved by Budget Office Approver Mark Lang on 8/19/2022 9:50:10 AM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 8/19/2022 12:48:53 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 8/22/2022 2:32:10 PM. Comments: please list original legislation per our email conversation. Thanks!

Submitted by Requestor Sarah L. Matthes on 8/22/2022 2:37:58 PM. Comments: Added prior resolution info

Approved by Department Approver Bob Crutsinger on 8/22/2022 2:55:04 PM. Comments:

Not applicable by Purchasing Office Approver Craig A. Reich on 8/22/2022 3:49:37 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/23/2022 12:15:54 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 8/23/2022 12:20:18 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/23/2022 9:07:34 PM. Comments:

September 6, 2022

eRLA #622

Page 3 of 3

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 8/24/2022 4:21:57 PM. Comments: Please include the resolution approving Enterprise contract under previous legislation.

**Fiscal Note:**

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

Date: August 19, 2022			ORD # <u>5659</u>
			eRLA # <u>622</u>
<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<b>060 Self-Insurance Fund</b>			
9999 Non-Specific Department	32810 Undesignated Fund Balance	\$ 45,000	\$ -
5160 Non-Departmental - Self Insurance	56370 Liability Insurance		45,000
		<u>\$ 45,000</u>	<u>\$ 45,000</u>

**Fiscal Note:**

This expenditure was included in the Annual Budget

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

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<b>060 Self-Insurance Fund</b>		
5160 Non-Departmental - Self Insurance	56370 Liability Insurance	\$ 45,000
		<u>\$ 45,000</u>

**APPROVED**  
*By Sarah Matthes at 8:17 am, Aug 19, 2022*

Budget Office



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

**AN ORDINANCE** appropriating \$195,558.00 from the undesignated fund balance of the 2022 Grant Fund, in acceptance of the Family Court Division's Juvenile Court Diversion Program grant received from the State of Missouri, Division of Youth Services.

**ORDINANCE NO. 5660**, September 12, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Family Court Division has been awarded a grant by State of Missouri, Division of Youth Services in the amount of \$195,558.00 for the Juvenile Court Diversion Program for the period of July 1, 2022, through June 30, 2023; and,

WHEREAS, the grant funds will be used to encourage community-based services to assist in diverting youth from commitment to the Division of Youth Services; and,

WHEREAS, the grant does not require local matching funds; and,

WHEREAS, an appropriation is necessary in order to place the grant funds in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2022 Grant Fund:

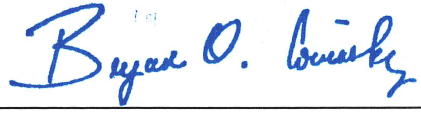
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Juvenile Court Diversion			
010-2158	45602 - Increase Revenues	\$195,558	
010-9999	32810- Undesignated Fund Balance		\$195,558
010-9999	32810- Undesignated Fund Balance	\$195,558	
Juvenile Court Diversion			
010-2158	55010- Regular Salaries		\$28,060
010-2158	55040- FICA Taxes		\$2,146
010-2158	55060- Insurance Benefits		\$9,190
010-2158	56670- Rent-Miscellaneous		\$19,200
010-2158	56790- Other Contractual Services		\$94,879
010-2158	56860- Restitution Payments		\$18,000
010-2158	57230- Other Operating Supplies		\$17,000
010-2158	58170- Other Equipment		\$3,042
010-2158	55050- Pension Contribution		\$4,041

BE IT FURTHER ORDAINED that all County officials be and hereby are authorized to execute any and all documents necessary to give effect to said grant.

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 5660 introduced on September 12, 2022, was duly passed on \_\_\_\_\_, 2022 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. 5660.

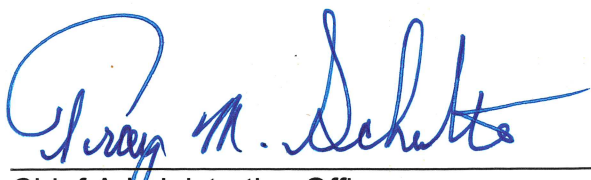
\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 9999 32810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$195,558.00

9-8-2022  
\_\_\_\_\_  
Date

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

# Request for Legislative Action

Ord. #5660  
Sponsor: Tony Miller  
Date: September 12, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5660
Sponsor(s):	Tony Miller	Legislature Meeting Date:	9/12/2022

Introduction
<b>Action Items:</b> ['Appropriate']
<b>Project/Title:</b>
Juvenile Court Diversion Program

Request Summary
This is a request to appropriate \$195,558.00 from the 2022 undesignated fund balance in acceptance of a grant awarded to the Family Court Division by Missouri Department of Social Services. The project is named "Juvenile Court Diversion Program". The period covered by the grant is July 1 2022 through June30, 2022. The purpose of this program is to encourage community-based services which assist in diverting youth from commitment to Division of Youth Services. Please appropriate \$195,558 into the accounts herein:

Contact Information			
<b>Department:</b>	Circuit Court	<b>Submitted Date:</b>	8/22/2022
<b>Name:</b>	Carl Bayless	<b>Email:</b>	carl.bayless@courts.mo.gov
<b>Title:</b>	Grant Coordinator	<b>Phone:</b>	816-435-4775

Budget Information			
Amount authorized by this legislation this fiscal year:			\$195,558
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$195,558
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$195,558

## Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	2158 (Juvenile Court Diversion)	55010 (Regular Salaries)	\$28,060
010 (Grant Fund)	2158 (Juvenile Court Diversion)	55040 (FICA Taxes)	\$2,146
010 (Grant Fund)	2158 (Juvenile Court Diversion)	55060 (Insurance Benefits)	\$9,190
010 (Grant Fund)	2158 (Juvenile Court Diversion)	56670 (Rent – Miscellaneous)	\$19,200
010 (Grant Fund)	2158 (Juvenile Court Diversion)	56790 (Other Contractual Services)	\$94,879
010 (Grant Fund)	2158 (Juvenile Court Diversion)	56860 (Restitution Payments)	\$18,000
010 (Grant Fund)	2158 (Juvenile Court Diversion)	58170 (Other Equipment)	\$3,042
010 (Grant Fund)	2158 (Juvenile Court Diversion)	55050 (Pension Contribution)	\$4,041

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5544	September 13, 2021
5552	October 4, 2021
Prior Resolution	
Resolution:	Resolution date:

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

Compliance
Certificate of Compliance
Not Applicable
Minority, Women and Veteran Owned Business Program

## Request for Legislative Action

Goals Not Applicable for following reason: Appropriation not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"><li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li></ul>	

## Request for Legislative Action

### History

Submitted by Circuit Court requestor: Carl Bayless on 8/22/2022. Comments:

Approved by Department Approver Theresa Byrd on 8/22/2022 5:14:33 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/26/2022 9:20:54 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 8/26/2022 12:19:39 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 8/29/2022 8:20:25 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvia Stevenson on 8/29/2022 12:14:20 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 9/6/2022 12:48:41 PM. Comments: Amount in title and eRLA budget section/fiscal note do not match.

Submitted by Requestor carl.bayless@courts.mo.gov on 9/6/2022 1:38:58 PM. Comments: Corrected amount in description of program.

Approved by Department Approver Mary Marquez on 9/7/2022 2:38:10 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 9/7/2022 3:01:06 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 9/8/2022 9:39:34 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 9/8/2022 9:44:43 AM. Comments:

Approved by Executive Office Approver Troy Schulte on 9/8/2022 9:56:24 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/8/2022 10:08:09 AM. Comments:

## Supplemental Appropriation Request Jackson County, Missouri

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

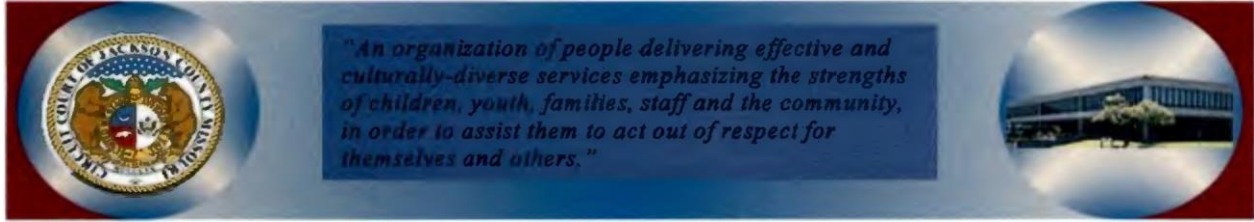
Date: August 29, 2022

ORD # 5660  
eRLA # 629

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
2158 - Juvenile Court Diversion	45969 - Increase Revenues	195,558	
9999 - Non Specific	32810 - Undesignated Fund Balance		195,558
9999 - Non Specific	32810 - Undesignated Fund Balance	195,558	
2158 - Juvenile Court Diversion	55010 - Regular Salaries		28,060
2158 - Juvenile Court Diversion	55040 - FICA Taxes		2,146
2158 - Juvenile Court Diversion	55060 - Insurance Benefits		9,190
2158 - Juvenile Court Diversion	56670 - Rent-Miscellaneous		19,200
2158 - Juvenile Court Diversion	56790 - Other Contractual Services		94,879
2158 - Juvenile Court Diversion	56860 - Restitution Payments		18,000
2158 - Juvenile Court Diversion	57230 - Other Operating Supplies		17,000
2158 - Juvenile Court Diversion	58170 - Other Equipment		3,042
2158 - Juvenile Court Diversion	55050 - Pension Contribution		4,041
<b>APPROVED</b> <i>By Sarah Matthes at 8:19 am, Aug 29, 2022</i>		<b>\$ 391,116</b>	<b>\$ 391,116</b>
Budgeting			



# JACKSON COUNTY FAMILY COURT GRANT PROGRAM INFORMATION



<b>Ordinance Number:</b> ####
<b>Program Name:</b> Juvenile Court Diversion (JCD) Grant
<b>Funding Agency:</b> Missouri Division of Youth Services (DYS)
<b>Funding Arrangements and Use of Funds:</b> \$195,558.00 to continue programming in Jackson County to divert youth from commitment to the Division of Youth Services for treatment.
<b>Funding Period for Grant:</b> The grant period is July 1, 2022 to June 30, 2023
<b>New or Existing Program/Continued Funding Opportunity:</b> Existing program
<p><b>Program Description :</b> The DYS JCD grant funds treatment programming for Family Court Services. The following program and service activities are funded by this grant:</p> <p><u>Emerging Adult Justice</u> (\$43,437.00) – personnel (Coordinator) for serving 17 year old youth diverted from formal court services.</p> <p><u>Residential Expressive Arts &amp; Self Care</u> (\$32,529.00) – trauma-informed programming for youth in out of home placement for support of mind, body and spirit including creative arts, cultural exploration, yoga, meditation, and large-muscle recreation.</p> <p><u>Day Reporting Program</u> (\$14,000) – supplies and services for youth attending the Drop In Center to prevent subsequent offending when youth are not in school.</p> <p><u>CORP Restitution</u> (\$28,042) – restitution funds for victims to be earned by youth completing community service, includes supplies.</p> <p><u>Education Consulting</u> (\$58,350) – provision of services from certified teachers to support educational goals and plans for youth under supervision.</p> <p><u>Emerging Adult Justice</u> (\$19,200) – lease of community house for programming in a home-like setting.</p> <p><b>Theoretical or Practical Basis:</b> For at-risk and justice-involved youths, the arts provide an outlet for addressing emotional and/or problem behaviors through opportunities to learn new skills, develop new talents, and express thoughts and ideas in creative and therapeutic ways. Similarly, for youths dealing with trauma or victimization (including exposure to violence), the arts can help them to cope with painful experiences by fostering resiliency. Creating art can strengthen a youth’s problem-solving skills, autonomy, sense of purpose, and social competence. Moreover, art encourages positive emotions and strength, allowing youth and families to view themselves as survivors and not as victims.</p> <p>Under-resourced African American children are at increased risk for school readiness deficits in terms of both cognitive and social development. Urban African American youth are at high risk for violence owing to exposure to violence in their communities. Providing system-involved youth with quality education is essential to keeping them engaged in their education and enabling them to set realistic long-term goals, including a successful return to school and community upon release. The Jackson County Family Court has continued to experience an increase in youth who lack the basic educational skills and competencies necessary to thrive into adulthood. Youth under Court supervision typically have fewer hours of educational instruction than non-Court involved youth. Additionally, these youth are at risk for falling behind educationally due to their involvement in the Justice system. This makes their matriculation problematic, as most of the youth have been underperforming educationally many years prior to their involvement with the Court. Parents and guardians also are in need of assistance for the purpose of helping the youth receive the educational support and assistance they need while court involved as well as in step-down, aftercare and independent living situations.</p> <p>Many delinquent offenses occur outside of school hours. Day Reporting keep youth occupied during these key hours while providing opportunities for them to engage in the community, build skills, and establish relationships with trustworthy adults. Youth on probation are at risk for further offending and system</p>

penetration, and these programs provide opportunities for intervention and treatment while keeping youth occupied, limiting opportunities for new offending.

Older youth who have committed delinquent offenses experience similar benefits from juvenile-court intervention as younger youth. However, older youth have specific needs and circumstances that make standard probation less practical and standard probation orders less relevant to their lives and circumstances. These youth are nearing adulthood and are approaching the end of the period where they can reasonably remain under the supervision of parents and in a structured classroom setting. These older youth often need to finish or continue their education, find employment, access mental health services, stable housing and to develop the life skills including budgeting and financial education. Youth in college, young parents, young adults with disabilities or medical needs, or those who identify as LGBTQ may need different or additional resources.

In the 16<sup>th</sup> Circuit, we developed an innovative strategy heavily reliant on diversion to keep 17-year-old youth out of the juvenile-justice system and connect them with the resources they need to successfully transition into adulthood.

In the 2022-23 grant year, we plan to lease a single-family home in the urban core as a meeting place for staff and EAJ youth. We envision discussing life skills and vocational plans at a dining room table as family would when a child, niece or nephew, or grandson is transitioning from childhood to adulthood. We will cook food and eat together, modeling good communication and life skills while communicating encouragement and support.

***Expected Impact:*** All programs and services in Family Court Services are subject to evaluation. Logic models are constructed for all programs drawing the line between risk factors, inputs, outputs and outcomes. All programs are designed to address one or more intermediate factors such as competence building, mental health treatment, educational intervention, and prosocial activity involvement. All programs are designed to decrease subsequent delinquent offending behaviors, increase educational engagement and strengthen relationships within the family and with peers.

***Evaluation Plan and/or Demonstrated Efficacy:*** We will measure successful program completion rates, rates of probation violations and recidivism at 12 months following release from jurisdiction.

***For more information, contact the Office of the Jackson County Deputy Court Administrator at 435-4850***

***Program Directors: Kelly Hams-Pearson, Tyra Sanders and Pamela Behle***



**Missouri Department of Social Services  
Juvenile Court Diversion Program**

**Agreement #: ER172-23012**

**Agreement Period: Date of Award through June 30, 2023**

*The Missouri Department of Social Services desires to enter into this agreement with the Judicial Circuit listed below for the purpose of reimbursing the Judicial Circuit for allowable Juvenile Court Diversion Program expenses. All terms, conditions, and requirements contained herein shall govern the performance of this agreement.*

**Judicial Circuit Information:**

Judicial Circuit Name: **16<sup>th</sup> Judicial Circuit: presiding judge located in Jackson County**  
Mailing Address: **415 East 12<sup>th</sup> Street**  
City, State Zip: **Kansas City, MO 64106**

Contact Person Name: Pamela Behle

Contact Person Title: Director, Assessment & Development Services

Contact Person E-Mail Address: Pamela.Behle@courts.mo.gov

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*The undersigned hereby agrees to the requirements of this document and further agrees that when an authorized official of the Missouri Department of Social Services countersigns this document, a binding agreement shall exist between the Judicial Circuit and the Missouri Department of Social Services.*

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

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

Theresa L. Byrd  
Authorized Signature for the Judicial Circuit

Theresa L. Byrd, Deputy Court Administrator  
Name and Title:

07-29-2022  
Date

Patrick Luebbeing RZ  
Authorized Signature for the  
Missouri Department of Social Services

August 19, 2022  
Date

## **1 Introduction and Background Information**

- 1.1 This agreement is entered into between the Missouri Department of Social Services, Division of Youth Services (Department), and the 16th Judicial Circuit (contractor) for the purpose of setting forth the terms and conditions for the Juvenile Court Diversion (JCD) Program.
- 1.2 The goal of the JCD Program is to support juvenile courts that serve youth on a local level so that the youth may be afforded necessary services through their local courts to remain in the community rather than being exposed to a larger segment of the juvenile justice system.
- 1.3 The Department issues agreements for the JCD Program services under the authority of an Expenditure Registration System (ER172) issued to the Department by the Office of Administration.
- 1.4 The Department is authorized under section 219.041 RSMo, to administer an incentive subsidy program to assist local units of government in the development, implementation, and operation of community-based treatment programs for the care and treatment of children and youth.
- 1.5 The mission of the Missouri Department of Social Services is to "Empower Missourians to live safe, healthy, and productive lives." DYS is responsible for the care and treatment of youth committed to its custody by one of the forty-six (46) Missouri juvenile courts.
- 1.6 The term of the agreement shall be from Date of Award through June 30, 2023 with two (2) one-year renewal options.

## **2 General Performance Requirements**

- 2.1 The contractor shall provide services in accordance with the provisions and requirements stated herein. Services purchased by the Department shall consist only of those services described herein.
- 2.2 **Coordination**
  - 2.2.1 The contractor shall coordinate all contract activities with designated representatives of the Department.
  - 2.2.2 The contractor shall attend and otherwise participate in orientation, planning and other meetings with the Department, as required.
  - 2.2.3 In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources and individuals as requested by the Department.
- 2.3 **Correspondence**
  - 2.3.1 Within five (5) business days of contract award, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.
  - 2.3.2 The Department will use e-mail to transmit contract documents and other correspondence to the contractor. The Department shall encrypt emails to the contractor that contain information confidential by law to protect such from unauthorized disclosure. The contractor shall ensure the timely review and response to e-mailed documents and information.
  - 2.3.3 The contractor shall encrypt any electronic correspondence containing information confidential by law.
- 2.4 **Contractor's Personnel**
  - 2.4.1 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.

2.4.2 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:

- a. 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
- b. 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
- c. 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.

2.5 **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 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.

2.6 **Affidavit of Work Authorization and Documentation:**

2.6.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&hl=>), 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 the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of exhibit and any required documentation must be submitted prior to an award of a contract.

2.7 **Debarment Certification:**

2.7.1 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.

2.7.2 The contractor must complete and submit the exhibit titled Certification Regarding Debarment prior to award of a contract.

## **2.8 Contractor Registration with Secretary of State:**

2.8.1 The contractor must complete and submit the exhibit titled Registration of Business Name with the Missouri Secretary of State prior to award of contract.

## **2.9 Anti-Discrimination Against Israel Act:**

2.9.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

2.9.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

2.9.3 If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

2.9.4 Regardless of company status or number of employees, the contractor must complete and submit the applicable portion of the exhibit titled Anti-Discrimination Against Israel Act Certification. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to award of a contract.

## **2.10 HIPAA**

2.10.1 The Department is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.

2.10.2 The contractor shall be a "Business Associate" of the Department, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.

## **3 Specific Performance Requirements**

3.1 The Department may designate an employee to act as the authorized representative for the purpose of entering into and administering contractual services between the Department and the contractor.

3.2 Services reimbursed with JCD Grant Funds shall be consistent with the evidence-based and promising-practices approach described in the Office of Juvenile Justice and Delinquency Prevention's (OJJDP's) Model Programs Guide (MPG) and shall contain projects within one or more of the following Focus Areas:

- a. School/education support programs, including day treatment services and other community based programs that provide educational and treatment services to youth keeping them productively involved in their local communities;
- b. Counseling/treatment services, including sex offender treatment and supervision services providing community-based sex-offense specific treatment groups, parent support groups and in-home therapy and supervision to pre-and post-adjudicated juvenile sex offenders;
- c. Family support/preservation, including family therapy and support services to assist youth in working through family issues and providing tools to resolve conflict;

- d. Supplemental court services/supervision/gang prevention, including community-based supervision of assigned youth during the evenings and weekends when youth are at the greatest risk to engage in unproductive and unlawful behavior, including the monitoring of assigned youth to ensure that they are complying with the conditions of their community placement and the provision of supportive services such as parent education, crisis intervention, mentoring and skill-building as needed; and including mentoring services by which volunteer mentors are recruited, trained, matched with troubled youth and supported in their work with them. Participating youth may be under either formal or informal supervision by the court during their time in the program;
- e. Restorative justice services by which juvenile offenders are held accountable and educated as to the far-reaching impact of their behaviors; or
- f. Private care diversion services designed for those youth who require structured residential services specialized in providing treatment for their complex needs. Under this program, youth are served in alternative living centers without committing them to the care and supervision of the Department.

3.3 The parties agree that funding transfers may be made between project areas with prior approval of the Department. Transfers between project areas shall not exceed ten (10) percent of the total funds approved unless written authorization is obtained from the Department.

3.4 The contractor agrees this agreement is contingent upon appropriated funds from the State of Missouri General Assembly for JCD programs, and that such amounts allocated to the contractor may be reduced during the contract period as deemed necessary by the Department.

### **3.5 Responsibilities of the Contractor**

3.5.1 Subject to the terms of this agreement, the Department will pay the contractor for actual and necessary costs incurred by the contractor for the implementation of the diversion program(s) described herein.

3.5.2 If this agreement calls for the operation of a physical plant, (i.e., detention facility, group home, emergency shelter care facility, or foster home), or provides for staff who operate a physical plant or purchase services from vendors operating a facility, the contractor shall use facilities licensed by the Missouri Department of Social Services, Children's Division, or obtain a license for the facility where such licensure is necessary.

3.5.3 For those projects where youth will be placed in contractual foster or residential care, the provider being utilized must have and maintain a license in good standing from the Department of Social Services, Children's Division. The contractor must have a written agreement in place with each contractual foster or residential care provider that requires the provider to notify the contractor within ten (10) calendar days of any change in the provider's licensing status. The contractor shall then notify the Department of any change in the provider's licensing status within ten (10) calendar days and shall arrange for alternative placement of the youth unless the Department provides an express written waiver.

3.5.4 If this agreement calls for the operation of a secure facility (i.e., provides for staff which operates a secure facility or provides funds for the purchase of the services of a secure facility), the contractor shall comply with the Office of Juvenile Justice and Delinquency Prevention guidelines for the detention of status offenders as well as provide for the sight and sound separation from adult offenders.

- a. For purposes of this agreement, a secure facility is described as a facility that is securely locked, fenced, or utilizes hardware designed to restrict the movement of the residents and protect public safety.

3.5.5 The contractor shall complete a new application when developing and implementing a new program. The Department must approve the application for client subsidy toward the cost of diversion programming.

3.5.6 In order to remain eligible for JCD funding, the contractor shall not reduce the present level of spending for juvenile correction programs, or if reductions of spending are necessary, the contractor shall provide written justification to the Department that such reductions would have been necessary regardless of JCD programs.

3.5.7 The contractor shall not supplant funds because of the implementation of the JCD Program.

- 3.5.8 The contractor must permit the Department or the Department's designee to visit and inspect each project funded by the JCD Program. The contractor must account for the monies, provide performance statistics, and make the books and records of the program open to the Department for inspection and monitoring upon request. Upon a written recommendation from the Department for needed changes or improvements in a funded project, the contractor shall make the necessary changes to the project. The contractor must allow the Department to monitor all functions of programs developed with JCD funds. Juvenile court staff must assist and cooperate with Department staff in monitoring programs and in determining if the program is operating according to the contractual agreement between both parties.
- 3.5.9 Background Checks: The contractor shall complete criminal background checks and child abuse and neglect background checks for the contractor's employees who provide direct services under this agreement prior to such personnel having contact with children being served under the JCD Program.
- a. If the contractor does not have a process in place at the signing of this agreement for completing a background check, the contractor must submit all required information to the Family Care Safety Registry on behalf of all of the contractor's employees assigned to perform services under this agreement. Information about the Family Care Safety Registry may be found online at <http://www.dhss.mo.gov/FCSR/>.
  - b. Background checks are the financial responsibility of the contractor.

#### **4 General Contractual Requirements**

##### **4.1 General:**

- 4.1.1 The contract shall consist of the original contract document and any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri. The contract governs the terms and conditions of the contracted services provided by the contractor. 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, such provision(s) 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 Department.
- a. The agreement will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the agreement will be amended to make such correction.
- 4.1.3 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.
- 4.1.4 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.5 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 2 CFR Part 180) are not suspended or debarred from contracting with the federal government. 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.
- a. 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.
- 4.1.6 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.



4.1.7 As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect, as would a paper document.

4.2 **Amendment, Renewal and Termination:**

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 Any change to the contract, whether by modification 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.

4.2.3 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.

4.2.4 Either party, with or without cause, may terminate the contract by giving 60 calendar days advance written notice to the other party. The termination shall be effective 60 calendar 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 clients before the end of the 60 calendar day period, if applicable.

4.2.5 At its sole discretion, the Department may give the contractor an opportunity to cure the breach. The Department shall provide any opportunity to cure the breach to the contractor in writing.

4.2.6 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. The Department shall not pay for services rendered or goods provided after the termination of the contract.

4.2.7 The Department shall deem any written notice to the contractor sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail (e-mail), or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.

a. The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of record or mailing address, or both.

4.2.8 In the event of termination all client 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 client 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 records, documentation, data, reports, supplies, equipment and accomplishments without the prior, written permission of the Department.

b. Upon termination of the contract, the Department shall have access to all client records pertaining to the performance of the contract. As requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.

- 4.2.9 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility or the continuity of those services required under the terms of the contract to an individual or organization designated by the Department, if requested in writing. The contractor shall provide 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 or to the Department's designee within seven calendar (7) days after receipt of the written request.
  - b. If requested by the Department through a formal amendment to the contract, the contractor shall continue to provide any part or all of the services. The contractor shall provide the services in accordance with the terms and conditions, requirements and specifications of the contract. The contractor shall provide the services for a period not to exceed 30 calendar days after the expiration, termination or cancellation date of the contract. The contractor shall provide the services 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 Department reserves the right to approve any subcontractor utilized by the contractor for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subcontractor. In the event the Department requires prior approval to subcontract, the contractor shall provide notification of its intent to subcontract within the timeframe specified by 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 is indemnified, saved and, held harmless from and against 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. The contractor shall submit such notification to the Department in writing within seven (7) business days after the contractor discovers a conflict or appearance of a conflict.
- 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;
  - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy 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. 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 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 comply 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, all licenses and certifications that 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) or certification(s), or both have or may be terminated, revoked, 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. Under investigation shall mean 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 Employment Opportunity Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall 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 personnel qualifications as identified and described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and 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 **Human Rights:**
- 4.7.1 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, including, but 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. #15-06; 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.
- 4.7.2 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.
- 4.7.3 Disclosure of information, by either party to the contract, concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
- 4.7.4 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.
- 4.8 **Financial Requirements:**
- 4.8.1 The Department shall determine the availability of funding for this contract. The Department determination shall be final and without recourse by the contractor.
- 4.8.2 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 Department shall provide prompt notification to the contractor.
  - c. In the event 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.
  - d. 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.
  - e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.8.3 The Department shall make payments due under the terms of the contract upon receipt and approval of a properly itemized invoice, as set forth herein.
- a. The contractor shall submit invoices in accordance with the requirements stated in the contract 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.

b. The contractor shall not invoice federal or state tax.

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 shall not be required to save and hold harmless and 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 public against any loss, damage and expense related to the contractor's 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 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.

4.10.4 The contractor shall submit proof of insurance coverage to the Department as requested. Proof of insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. The contractor may use proof of self-insurance coverage or another alternative risk financing mechanism if such coverage is verifiable and irrevocably reliable.

4.11 **Recordkeeping and Reporting Requirements:**

4.11.1 The contractor shall submit itemized reports, records and information at the request of the Department.

4.11.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall include the following, as applicable:

- a. the specific number and type of service units provided;
- b. itemized revenues and expenditures related to the performance of the contract;
- c. the number and type of clients served;
- d. detailed documentation of services provided to each client, included progress notes;

- e. any and all records necessary for performing a full audit of the contractor's performance under the contract; and
- f. other relevant records.

- 4.11.3 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.
- 4.11.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises or records, or both, 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.
- 4.11.5 The contractor shall promptly provide the Department with access to Department clients and records of the Department clients without limitation.
- a. The contractor shall promptly produce all e-mails and correspondence related to Department clients, as requested by the Department.
- 4.11.6 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 or legal actions, or both 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.
- 4.11.7 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 of record, Executive Director, or change in ownership or control of the contractor's organization.
- 4.11.8 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.
- 4.12 **Confidentiality:**
- 4.12.1 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.
- 4.12.2 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.
- 4.12.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.12.4 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 portable 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.

4.12.5 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or contractor concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would be released by the consent of the recipient of the treatment. Those releases do not permit the Department/contractor to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.

#### 4.13 **Property of State:**

4.13.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.

- a. Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.

4.13.2 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required herein, but not required, as a specific deliverable of the contract, shall remain the property of the contractor. The contractor shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

4.13.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and authorize other to use, the work/materials for Department and State of Missouri purposes.

#### 4.14 **Notification Requirements:**

4.14.1 The contractor shall notify the Department within one (1) business day of the death of a Department client receiving services under the contract.

4.14.2 The contractor shall notify the Department and make the required hotline report within one (1) business day, when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client.

4.14.3 In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the contractor shall immediately notify the Department. If an immediate response is needed to ensure the health and safety of the client or others, the contractor shall also notify local law enforcement officials.



- 4.14.4 The contractor shall notify the Department within one (1) business day, in writing, if the contractor becomes aware of any circumstances that 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 contractor shall only perform the specific, professional services set forth in the contract. The contractor shall provide all services in a manner consistent with generally accepted practices in the applicable professional field.
- 4.15.3 The contractor shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).
- 4.15.4 The contractor shall not utilize any data, information or conclusions obtained directly or indirectly from work performed under the contract for any other purpose, including, but not limited to research, marketing or commercial purposes without the:
- a. Prior, written consent of the Department;
  - b. Full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
  - c. Permission of the court, when applicable, in cases where the subject is a juvenile under the jurisdiction of a court of competent jurisdiction.
- 4.15.5 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.
- 4.15.6 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.
- 4.15.7 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.
- 4.15.8 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that 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.
- 4.16 **Contract Monitoring/Compliance**
- 4.16.1 The Department has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, the Department reserves the right to audit all records related to the contractor's performance under the contract for a period of five (5) years from the expiration date of the contract.

- a. The contractor shall cooperate with any Department review of records and other documentation related to the contractor's performance under the contract.

4.16.2 In the event the Department determines the contractor to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance.

- a. The Department shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
- b. Special conditions or restrictions may include, but are not limited to:
  - 1) Requiring the contractor to obtain additional technical assistance;
  - 2) Requiring additional levels of prior approval from the Department for contract activities;
  - 3) Requiring additional or more detailed financial reports and other documentation;
  - 4) Additional, ongoing contract monitoring/oversight by the Department;
  - 5) Requiring the submission and implementation of a corrective action plan; or
  - 6) A combination of special conditions or restrictions.

4.16.3 In the event the Department requires the contractor to submit and implement a corrective action plan, the Department shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.

- a. The contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.
- b. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions the contractor shall take to prevent the situation from recurring.
- c. The Department will notify the contractor in writing if the corrective action plan is approved or if modifications are required.
  - 1) In the event the Department requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) business days of receipt of the Department's notification that changes are required.
- d. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and other remedies available to the Department.

## **5 Payments to the Contractor**

5.1 The contractor shall be reimbursed for actual, allowable costs incurred for services and activities provided pursuant to the contract, in accordance with Attachment B, Approved Budget.

5.2 No other payments or reimbursements shall be made to the contractor other than those specified herein.

5.3 Invoicing:

- 5.3.1 The contractor shall invoice the Department for actual and necessary costs incurred by the contractor in delivering project services during the invoice period. Total annual expenditures shall not exceed the amount on Attachment B, Approved Budget.
- a. The contractor will be reimbursed for services by submitting invoices on a monthly basis to the Department. Invoices submitted shall contain the name of the contractor, the itemization of actual expenditure incurred, and the calculation of that itemization. The invoice shall be accompanied by documented verification of the qualifying expenditure, i.e. copies of invoices. If invoice for other qualifying expenditures are not received, such as payroll and benefits, the contractor shall submit vouchers, warrant requests or other documentation the contractor's accounting system requires for authorization for payment. Payment to the contractor shall be made in arrears on receipt of a properly itemized invoice with supporting documentation and after a determination has been made by the Department that such expenditure was appropriate under the terms of the agreement.
  - b. The contractor may invoice for services provided beginning July 1, 2022.
  - c. The invoice must contain an original signature by the contractor's duly authorized representative and be submitted electronically to the Department at [dysfiscal@dss.mo.gov](mailto:dysfiscal@dss.mo.gov), unless hard copy submission is agreed upon in writing by the Department. If hard copy submittal is approved, the contractor shall submit the hard copy invoice to:

Department of Social Services  
Division of Youth Services  
Fiscal Unit  
P.O. Box 447  
Jefferson City, MO 65102
  - d. Invoices must be submitted monthly and no later than the 15<sup>th</sup> of the following month. The June invoice should be submitted to the Department no later than the 15<sup>th</sup> of June each year so payment can still be processed from that fiscal year's funds.
- 5.3.2 Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.3.3 By submitting the invoice, the contractor certifies that the expenses are true, accurate, and in accordance with the agreement pricing. All costs shall be supported by properly propagated and executed payrolls, time records, invoices, agreements, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payroll, and accounting documents pertaining in whole or in part to the agreement shall be clearly identified and readily accessible if called upon.
- 5.3.4 Unit prices must be linked to tangible deliverables which are classified according to the program activities.
- 5.3.5 After receipt and approval of a valid invoice, the contractor shall receive payment for the actual services delivered and the actual expenses incurred during each monthly billing period. All payments shall be based on the applicable guaranteed not-to-exceed annual total price.
- 5.3.6 The contractor shall accept payment within the timeframes required by the State of Missouri for processing invoices.
- 5.4 Notwithstanding any other payment provision of the agreement, failure of the contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under the agreement unless such failure arises out of causes beyond the control, and without the fault or negligence, of the contractor.
- 5.5 **Verification of Expenditures**
- 5.5.1 Receipt of payments by the contractor does not constitute earning of these funds and is subject to verification provisions stated herein.
- 5.5.2 The Department shall have the right to recover from the contractor all funds for which the contractor does not maintain adequate verification and full documentation of expenditures.

- a. Adequate verification and full documentation shall be defined as maintaining records in such a manner that an orderly examination by a reasonable person:
    - 1) is possible;
    - 2) can be conducted without the use of information extrinsic to the records;
    - 3) can readily determine whether the goods or services were in fact provided, and
    - 4) can readily determine whether the goods or services were provided in accordance with the terms of this agreement and applicable federal and state regulations.
- 5.5.3 The contractor shall produce and make available all records necessary for adequate verification.
- 5.6 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 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.
- 5.7 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 In the event of non-compliance with contractual or performance requirements, the Department, at its sole discretion, may:
- a. require repayment for all or part of the goods or services in non-compliance;
  - b. withhold payments pending correction of the compliance deficiency by the contractor; or
  - c. withhold further payments for goods or services.
- 5.9 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. The state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

## Attachment A – Business Associate Agreement

(rev 08-29-13)

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
  - a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
  - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
  - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - g. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
  - k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
  - l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - m. “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
  - 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
  - 6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
  - 6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
  - 6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
  - 6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
  - 6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
  - 6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
  - 6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor**
  - 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
  - 7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
    - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
    - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
    - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
    - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
    - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
  - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
8. **Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant



to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

**Attachment B**

**DIVISION OF YOUTH SERVICES**  
JUVENILE COURT DIVERSION  
YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

**APPROVED BUDGET**

State Fiscal Year: 

|      |
|------|
| 2023 |
|------|

Judicial Circuit #: 

|      |
|------|
| 16th |
|------|

Contract Number: 

|        |       |
|--------|-------|
| ER172- | 23012 |
|--------|-------|

|    | Project Title                                        | Current Budget       | Approved Budget      |
|----|------------------------------------------------------|----------------------|----------------------|
| #1 | Artist in Residence (General Revenue)                | \$ 25,000.00         | \$ -                 |
| #2 | Expressive Arts and Self-Care (General Revenue)      | \$ -                 | \$ 32,529.00         |
| #3 | Day Reporting (Gaming)                               | \$ 4,000.00          | \$ 14,000.00         |
| #4 | CORPS (Gaming)                                       | \$ 28,000.00         | \$ 28,042.00         |
| #5 | Recreational Programs and Services (General Revenue) | \$ 20,000.00         | \$ -                 |
| #6 | Educational Consulting Services (Gaming)             | \$ 64,000.00         | \$ 58,350.00         |
|    | Emerging Adults Justice Program (General Revenue)    | \$ 72,481.00         | \$ 19,200.00         |
| #7 | Emerging Adults Justice Program (Gaming)             | \$ 42,078.00         | \$ 43,437.00         |
|    | <b>TOTAL FUNDS APPROVED</b>                          | <b>\$ 255,559.00</b> | <b>\$ 195,558.00</b> |

## **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.uscis.gov/e-verify>.
- 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.

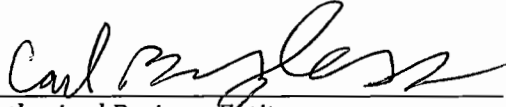
|                                                    |                                              |
|----------------------------------------------------|----------------------------------------------|
| Authorized Representative's Name<br>(Please Print) | <i>Authorized Representative's Signature</i> |
| 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 16th Circuit Court - Jackson County Family Court (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

|                                                                 |                                                                                    |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------|
| <u>Carl Bayless</u>                                             |  |
| Authorized Business Entity Representative's Name (Please Print) | Authorized Business Entity Representative's Signature                              |
| <u>16th Circuit Court - Jackson County Family Court</u>         | <u>8/19/2022</u>                                                                   |
| Business Entity Name                                            | Date                                                                               |
| <u>carl.bayless@courts.mo.gov</u>                               |                                                                                    |
| 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.uscis.gov/e-verify>; 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 Carl Bayless (Name of Business Entity Authorized Representative) as Grant Coordinator (Position/Title) first being duly sworn on my oath, affirm 16th Circuit Court-Jackson County Family Court (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 6th Circuit Court-Jackson County Family Court (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.)***

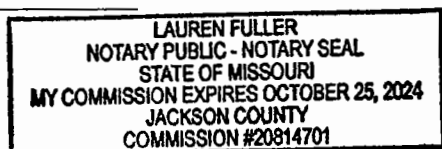
*Carl Bayless* Carl Bayless  
Authorized Representative's Signature Printed Name

Grant Coordinator 08/19/2022  
Title Date

Carl.bayless@courts.mo.gov 258197  
E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this 19<sup>th</sup> of August, 2022. I am commissioned as a notary public commissioned as a notary public within the County of Jackson, State of MO and my commission expires on 10.25.2024.  
(DAY) (MONTH, YEAR) (NAME OF COUNTY) (NAME OF STATE) (DATE)

*Lauren Fuller* 8.19.2022  
Signature of Notary Date



Company ID Number: 258197

Approved by:

|                                                                      |                    |
|----------------------------------------------------------------------|--------------------|
| <b>Employer</b><br>16th Judicial Circuit Court of Jackson County, MO |                    |
| Name (Please Type or Print)<br>Darla M Schreler                      | Title              |
| Signature<br>Electronically Signed                                   | Date<br>09/28/2009 |
| <b>Department of Homeland Security – Verification Division</b>       |                    |
| Name (Please Type or Print)<br>USCIS Verification Division           | Title              |
| Signature<br>Electronically Signed                                   | Date<br>09/28/2009 |

**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)

\_\_\_\_\_  
Authorized Business Entity Representative’s Name  
(Please Print)

\_\_\_\_\_  
*Authorized 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 2 CFR Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (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.

16th Circuit Court - Jackson County Family Court  
 \_\_\_\_\_  
 Company Name

DKBSZKQR6ZV1  
 \_\_\_\_\_  
 Unique Entity ID (UEI) #

Carl Bayless  
 \_\_\_\_\_  
 Authorized Representative's Printed Name

Grant Coordinator  
 \_\_\_\_\_  
 Authorized Representative's Title

  
 \_\_\_\_\_  
 Authorized Representative's Signature

8/19/2022  
 \_\_\_\_\_  
 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 or debarment, or both.
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 voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension or debarment, or both.

**FOR STATE USE ONLY Documentation Verification Completed By:**

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Date



An official website of the United States government  
[Here's how you know](#)



You have 2 new alerts  
[Show / Hide Alerts](#)



## CIRCUIT COURT DIVISION



This entity record has been validated as unique and existing, but is not registered in SAM.

Physical Address  
415 E 12TH ST  
KANSAS CITY, MISSOURI, 64106-2706  
USA

Unique Entity ID  
DKBSZKQR6ZV1

### Version

Current Record



Feedback

|                                  |
|----------------------------------|
| <a href="#">Our Website</a>      |
| <a href="#">Our Partners</a>     |
| <a href="#">Policies</a>         |
| <a href="#">Customer Service</a> |



General Services Administration

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|                                |
|--------------------------------|
| Entity Registration            |
| <b>Exclusions</b>              |
| Active Exclusions              |
| Inactive Exclusions            |
| Responsibility / Qualification |

## JUDICIARY COURTS OF THE STATE OF MISSOURI

Unique Entity ID  
**KGM7N3GEELN7**

CAGE/NCAGE  
**5AU57**

*Registration Status*

*Expiration Date*

Active Registration

Feb 3, 2023

Purpose of Registration  
**Federal Assistance Awards Only**

Physical Address  
**200 N Main ST  
Charleston, Missouri  
63834-1635, United States**

Mailing Address  
**P.O. Box 256  
Benton, Missouri  
63736, United States**

## Version

Current Record

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

## ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

## INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.



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**General Services Administration**

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**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.

If you are doing business as a Sole Proprietorship (must operate business using the owner's true name), you are exempt from registering with the Secretary of State. However, if you are doing business using any other name, you must register with the Secretary of State. *Example: John Smith (owner's true name) operates a business using the name John Smith LP Gas, you must register the business with the Secretary of State.*

|                                                                                                                                       |                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
|                                                                                                                                       | 16th Circuit Court - Jackson County Family Court |
| <b>Charter Number (if applicable)</b>                                                                                                 | <b>Company Name</b>                              |
| If exempt from registering with the Missouri Secretary of State indicate the specific exemption that applies to your business entity. |                                                  |
| Local Government Entity                                                                                                               |                                                  |

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. Sole Proprietorship using the owner's true name.
2. General Business - section 351.572, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
3. Limited Liability Company - section 347.163.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
4. Limited Partnership - section 359.551.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
5. Non-Profit - section 355.751.2, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
6. 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**  
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

**Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel and Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification:** The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- BOX A:** To be completed by any vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”
- BOX B:** To be completed by a vendor that meets the definition of “Company” but has less than ten employees.
- BOX C:** To be completed by a vendor that meets the definition of “Company” and has ten or more employees.

**EXHIBIT # 4, continued**

**BOX A - NON-COMPANY ENTITY**

I certify that \_\_\_\_\_ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

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

\_\_\_\_\_  
Date

**BOX B - COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but, that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BOX C - COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that 16th Circuit Court (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Carl Bayless

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

*Carl Bayless*  
\_\_\_\_\_  
Authorized Representative's Signature

16th Circuit Court - Jackson County Family Court

\_\_\_\_\_  
Company Name

8/19/2022

\_\_\_\_\_  
Date

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

**AN ORDINANCE** partially rescinding Ordinance 5594, dated January 31, 2022, appropriating \$354,807.00 from the undesignated fund balance of the 2022 Grant Fund, and authorizing the County Executive to execute an addendum to the existing Cooperative Agreement with Community Services League of Independence, MO, for administration of emergency rental assistance funding on behalf of Jackson County, at an additional cost to the County not to exceed \$354,807.00.

**ORDINANCE NO. 5661**, September 12, 2022

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

WHEREAS, on March 11, 2020, the World Health Organization declared a pandemic due to COVID-19; and,

WHEREAS, the United States government has approved multiple emergency relief packages to provide funds to the State of Missouri, the County, other local governments, and citizens to meet unanticipated public health and economic needs caused by the pandemic; and,

WHEREAS, the emergency rental assistance programs (ERAP) included within the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act of 2021 makes available \$46.55 billion to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and,

WHEREAS, the County received an initial allocation of ERAP funds from the U.S. Treasury for 2021 in the aggregate amount of \$17,790,137.00; and,

WHEREAS, by Ordinance 5493, dated March 15, 2021, Ordinance 5546, dated September 20, 2021, Ordinance 5594, dated January 31, 2022, and Ordinance 5622, dated April 25, 2022, the County contracted with the Community Services League (CSL) of Independence, MO, to administer the County's ERAP program and expend these funds on behalf of eligible persons; and,

WHEREAS, these funds may be used to provide assistance to eligible households through existing or newly created rental assistance programs; and,

WHEREAS, the County may only use the funds to provide financial assistance in the form of rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary of the Treasury, to eligible households; and,

WHEREAS, to be eligible, a household must be obligated to pay rent on a residential dwelling and the County must determine that one or more individuals within a household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak; one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and the household has a household income at or below 80% of the area's median income; and,



WHEREAS, it is appropriate that these ERAP funds be maintained in a separate and identified County special revenue fund and not commingled with the general or other special revenue funds of the County; and,

WHEREAS, by Ordinance 5594, dated January 31, 2022, the Legislature did appropriate funds projected to be received from the Missouri Housing Development Commission (MHDC) and authorize an Addendum to the existing Cooperative Agreement with CSL to provide these rental assistance services to the citizens of Jackson County, both in the amount of \$25,000,000.00; and,

WHEREAS, since the adoption of Ordinance 5594, the County has been advised by the MHDC that \$12,000,000.00 of the projected \$25,000,000.00 will not be forthcoming; and,

WHEREAS, in view of this, it is necessary that Ordinance 5594's appropriation and allocation to CSL be reduced by \$12,000,000.00 to a new amount of \$13,000,000.00, to reflect the actual allocation of funds received; and,

WHEREAS, the U.S. Treasury has now distributed to the County an additional \$354,807.00 in ERAP funds, which should be allocated to CSL, bringing CSL's total ERAP allocation to the sum of \$41,616,121.00; and,

WHEREAS, the execution of an Addendum to the existing Cooperative Agreement with CSL for the continued administration of ERA funds that reflects the additional and reduced

funding set out in this Ordinance, is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation and recission of a previous appropriation be and hereby are made:

| <u>DEPARTMENT/DIVISION</u>       | <u>CHARACTER/DESCRIPTION</u>     | <u>FROM</u>  | <u>TO</u>    |
|----------------------------------|----------------------------------|--------------|--------------|
| Grant Fund                       |                                  |              |              |
| Emergency Rental Assistance 1    |                                  |              |              |
| 010-1030                         | 45234- Increase Revenues         | \$354,807    |              |
| 010-9999                         | 32810- Undesignated Fund Balance |              | \$354,807    |
| 010-9999                         | 32810- Undesignated Fund Balance | \$354,807    |              |
| Emergency Rental Assistance 1    |                                  |              |              |
| 010-1030                         | 56789- Outside Agency Funding    |              | \$354,807    |
| MHDC Emergency Rental Assistance |                                  |              |              |
| 010-1031                         | 56789- Outside Agency Funding    | \$12,000,000 |              |
| 010-9999                         | 32810- Undesignated Fund Balance |              | \$12,000,000 |

and,

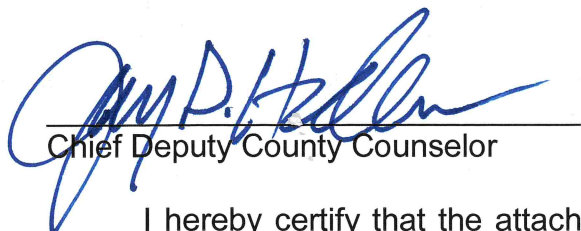
BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute an appropriate Addendum to the Cooperative Agreement with the CSL in a form to be approved by the County Counselor; and,

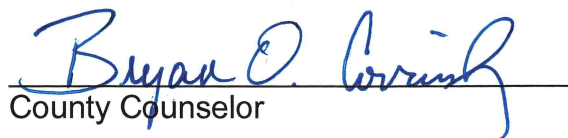
BE IT FURTHER ORDAINED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Addendum, all previous addendums, and the original Agreement; and,

BE IT FURTHER ORDAINED that the portion of Ordinance 5594, dated January 31, 2022, that appropriated funds and authorized a contract Addendum with CSL in amount in excess of \$13,000,000.00, be and is hereby rescinded.

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. 5661 introduced on September 12, 2022, was duly passed on \_\_\_\_\_, 2022 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. 5661.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

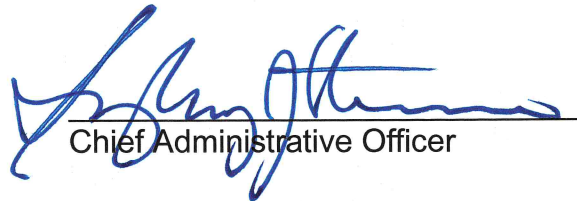
ACCOUNT NUMBER: 010 9999 32810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$354,807.00

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: 010 1030 56789  
ACCOUNT TITLE: Grant Fund  
Emergency Rental Assistance 1  
Outside Agency Funding  
NOT TO EXCEED: \$354,807.00

ACCOUNT NUMBER: 010 1031 56789  
ACCOUNT TITLE: Grant Fund  
MHDC Emergency Rental Asst  
Outside Agency Funding  
NOT TO EXCEED: (\$12,000,000.00)

9/2/2022  
Date

  
Chief Administrative Officer

# Request for Legislative Action

Ord. #5661

Sponsor: Theresa Cass Galvin

Date: September 12, 2022

## Completed by County Counselor's Office

|                   |                |                           |           |
|-------------------|----------------|---------------------------|-----------|
| Action Requested: | Ordinance      | Res.Ord No.:              | 5661      |
| Sponsor(s):       | Theresa Galvin | Legislature Meeting Date: | 9/12/2022 |

## Introduction

**Action Items:** ['Authorize', 'Appropriate', 'Amend']

**Project/Title:**

Appropriating \$354,807 in additional federal Emergency Rental Assistance Program funds in the Grant Fund (010) and authorizing the County Executive to execute an amendment to an existing agreement with Community Services League of Independence, MO by \$354,807 (additional allocation from Treasury) and -\$12,000,000 (reduce contract to account for funds not received from MHDC) for an adjusted total of \$41,616,121 to continue emergency rental and utility assistance as well as eviction prevention until 12/29/2022 or until all funds are expended. Reduce appropriation approved by Ord. 5594 by \$12,000,000.

## Request Summary

This ordinance receives and appropriates \$354,807 in federal Emergency Rental Assistance program (ERAP) funds to continue the emergency rental and utility assistance program for residents of eastern Jackson County and the eviction prevention program that is administered through the United Way of Greater Kansas City for all residents of Jackson County. These additional funds will supplement an existing agreement with the Community Services League of Independence, MO (CSL). The Missouri Housing Development Commission reduced our appropriation by \$12,000,000 bringing our total funding from MHDC to \$13,000,000. Please reduce the \$25,000,000 appropriated by Ord. 5594 to \$13,000,000. Please also execute an amendment to the contract with Community Services League to reflect the reduction in MHDC funds. The total of all Emergency Rental Assistance contracts and amendments with Community Services League should now be \$41,616,121.

## Contact Information

|                    |                            |                        |                          |
|--------------------|----------------------------|------------------------|--------------------------|
| <b>Department:</b> | Finance                    | <b>Submitted Date:</b> | 8/11/2022                |
| <b>Name:</b>       | Sarah L. Matthes           | <b>Email:</b>          | SLMatthes@jacksongov.org |
| <b>Title:</b>      | Grant Audit & Risk Manager | <b>Phone:</b>          | 816-881-3202             |

## Budget Information

|                                                         |               |
|---------------------------------------------------------|---------------|
| Amount authorized by this legislation this fiscal year: | \$-11,645,193 |
| Amount previously authorized this fiscal year:          | \$35,471,177  |
| Total amount authorized after this legislative action:  | \$23,825,984  |
| Is it transferring fund?                                | Yes           |

## Transferring Fund From:

## Request for Legislative Action

|                              |                                             |                                   |           |
|------------------------------|---------------------------------------------|-----------------------------------|-----------|
| Fund:                        | Department:                                 | Line Item Account:                | Amount:   |
| 010 (Grant Fund)             | 9999 (*)                                    | 32810 (Undesignated Fund Balance) | \$354,807 |
| <b>Transferring Fund To:</b> |                                             |                                   |           |
| Fund:                        | Department:                                 | Line Item Account:                | Amount:   |
| 010 (Grant Fund)             | 1030 (Emergency Rental Assistance 1 (ERA1)) | 56789 (Outside Agency Funding)    | \$354,807 |

|                          |                    |
|--------------------------|--------------------|
| <b>Prior Legislation</b> |                    |
| <b>Prior Ordinances</b>  |                    |
| Ordinance:               | Ordinance date:    |
| 5622                     | April 25, 2022     |
| 5594                     | January 31, 2022   |
| 5546                     | September 20, 2021 |
| 5493                     | March 15, 2021     |
| <b>Prior Resolution</b>  |                    |
| Resolution:              | Resolution date:   |
|                          |                    |

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

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

## Request for Legislative Action

### Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.



## Request for Legislative Action

Submitted by Finance requestor: Sarah L. Matthes on 8/11/2022. Comments:

Returned for more information by Department Approver Bob Crutsinger on 8/11/2022 2:33:21 PM.  
Comments: Returning per our conversation.

Submitted by Requestor Sarah L. Matthes on 8/11/2022 3:40:08 PM. Comments: Added reduction of appropriation language

Returned for more information by Department Approver Bob Crutsinger on 8/16/2022 8:22:35 AM.  
Comments: Returning for additional updates.

Submitted by Requestor Sarah L. Matthes on 8/16/2022 8:38:34 AM. Comments: Revised per conversations with Bob and Troy

Returned for more information by Department Approver Bob Crutsinger on 8/16/2022 10:33:14 AM.  
Comments: Modify per our conversation.

Submitted by Requestor Sarah L. Matthes on 8/16/2022 10:46:45 AM. Comments: Revised per our conversation

Approved by Department Approver Bob Crutsinger on 8/16/2022 11:56:14 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/16/2022 3:46:28 PM.  
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/16/2022 3:57:14 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 8/19/2022 8:28:08 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/21/2022 11:02:01 AM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 8/22/2022 2:26:57 PM. Comments: Adjust prior Leg dates per email convo

Submitted by Requestor Sarah L. Matthes on 8/22/2022 2:31:52 PM. Comments: Prior legislation dates adjusted

September 7, 2022

eRLA #614

Page 4 of 4

Approved by Department Approver Bob Crutsinger on 8/22/2022 2:54:13 PM. Comments:

**Fiscal Note:**

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

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

Date: August 26, 2022

ORD/RES # 5661  
eRLA ID #: 614

| Org Code/Description               | Object Code/Description         | From              | To                |
|------------------------------------|---------------------------------|-------------------|-------------------|
| <b>010 Grant Fund</b>              |                                 |                   |                   |
| 1030 Emergency Rental Assistance 1 | 45234 Increase Revenues         | \$ 354,807        | \$ -              |
| 9999 Non Specific Department       | 32810 Undesignated Fund Balance |                   | 354,807           |
| 9999 Non Specific Department       | 32810 Undesignated Fund Balance | 354,807           |                   |
| 1030 Emergency Rental Assistance 1 | 56789 Outside Agency Funding    |                   | 354,807           |
|                                    |                                 |                   |                   |
|                                    |                                 |                   |                   |
|                                    |                                 |                   |                   |
|                                    |                                 |                   |                   |
|                                    |                                 | <u>\$ 709,614</u> | <u>\$ 709,614</u> |

**Fiscal Note:**

This expenditure was included in the Annual Budget

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

| Org Code/Description               | Object Code/Description      | Not to Exceed          |
|------------------------------------|------------------------------|------------------------|
| <b>010 Grant Fund</b>              |                              |                        |
| 1030 Emergency Rental Assistance 1 | 56789 Outside Agency Funding | \$ 354,807             |
| 1031 MHDC Emergency Rental Asst    | 56789 Outside Agency Funding | (12,000,000)           |
|                                    |                              |                        |
|                                    |                              |                        |
|                                    |                              |                        |
|                                    |                              |                        |
|                                    |                              |                        |
|                                    |                              |                        |
|                                    |                              | <u>\$ (11,645,193)</u> |

**APPROVED**  
By Sarah Matthes at 7:52 am, Aug 26, 2022

Budget Office

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

**AN ORDINANCE** setting the 2022 merchants' and manufacturers' inventory replacement tax levy.

**ORDINANCE NO. 5662**, September 12, 2022

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Missouri Constitution, article X, section 6, and section 139.600, RSMo, provide for a tax levy to be charged against the assessed valuation of real property listed in subclass 3 (utility, industrial, commercial and railroad property) of class one property (real estate), to replace revenues lost from the exemption of merchants' and manufacturers' inventories; and,

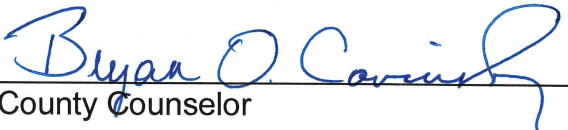
WHEREAS, this replacement levy has been calculated in accordance with section 139.600, RSMo; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the 2022 replacement levy be set at the rate of \$1.437 per one hundred dollars of assessed valuation of real property in subclass 3 of class one property.

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. 5662 introduced on September 12, 2022, was duly passed on \_\_\_\_\_, 2022 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. 5662.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

# Request for Legislative Action

Ordinance No.: 5662  
Sponsor: Charlie Franklin  
Date: September 12, 2022

| Completed by County Counselor's Office |                  |                           |           |
|----------------------------------------|------------------|---------------------------|-----------|
| Action Requested:                      | Ordinance        | Res.Ord No.:              | 5662      |
| Sponsor(s):                            | Charlie Franklin | Legislature Meeting Date: | 9/12/2022 |

| Introduction                                                                                |
|---------------------------------------------------------------------------------------------|
| <b>Action Items:</b> ['Authorize']                                                          |
| <b>Project/Title:</b>                                                                       |
| An ordinance setting the 2022 merchants' and manufacturers' inventory replacement tax levy. |

| Request Summary                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Requesting that the 2022 replacement levy be set at the rate of \$1.437 per one hundred dollars of assessed valuation of real property in subclass 3 of class one property. |

| Contact Information |                |                        |                        |
|---------------------|----------------|------------------------|------------------------|
| <b>Department:</b>  | Finance        | <b>Submitted Date:</b> | 9/1/2022               |
| <b>Name:</b>        | John M. Gordon | <b>Email:</b>          | JGordon@jacksongov.org |
| <b>Title:</b>       | Treasurer      | <b>Phone:</b>          | 816-881-1320           |

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

| Prior Legislation |                    |
|-------------------|--------------------|
| Prior Ordinances  |                    |
| Ordinance:        | Ordinance date:    |
| 5540              | September 13, 2021 |
| Prior Resolution  |                    |
| Resolution:       | Resolution date:   |
|                   |                    |

## Request for Legislative Action

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

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

| <b>Fiscal Information</b>                                                                                                                                      |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <ul style="list-style-type: none"> <li>This legislative action does not impact the County financially and does not require Finance/Budget approval.</li> </ul> |  |

## Request for Legislative Action

### History

Submitted by Finance requestor: John M. Gordon on 9/1/2022. Comments:

Approved by Department Approver Bob Crutsinger on 9/1/2022 4:43:48 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 9/1/2022 4:48:14 PM.  
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 9/2/2022 9:09:53 AM. Comments:

Not applicable by Budget Office Approver Mark Lang on 9/2/2022 2:37:52 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 9/5/2022 9:31:33 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/6/2022 4:26:08 PM. Comments:

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

**AN ORDINANCE** setting the 2022 Jackson County, Missouri, tax levy.

**ORDINANCE NO. 5663**, September 12, 2022

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, section 540.00 of the Jackson County Code requires the County Legislature to adopt a tax levy sufficient to provide for appropriations in the County budget; and,

WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require political subdivisions, including counties, to revise their tax levies as a result of general reassessment; and,

WHEREAS, the 2022 annual County budget would require the following tax levies on each one hundred dollars of assessed valuation for the fiscal year 2022 after calculation of the levy revisions mandated by sections 137.073 and 137.115 and the Missouri Constitution:

|                         | <u>LEVY</u>     |
|-------------------------|-----------------|
| General                 | \$0.2485        |
| Health                  | \$0.2642        |
| Park                    | \$0.1330        |
| Special Road and Bridge | <u>\$0.2471</u> |
| TOTAL                   | \$0.8928        |

and,

WHEREAS, pursuant to authorization granted in sections 67.500 *et seq.*, RSMo, the



qualified voters in Jackson County on November 6, 1979, approved Jackson County Proposition #1 which provided for a county-wide sales tax of one-half cent and a corresponding reduction of the County's total property tax levy annually by seventy percent of the total amount of sales tax revenue in the same tax year; and,

WHEREAS, section 67.505, RSMo, requires that after a county has determined its budget, the total property tax levy must be reduced in an amount sufficient to decrease the total property taxes it will collect by an amount equal to 70% of the sales tax revenue in the same tax year; and,

WHEREAS, this estimate is subject to revisions based upon actual sales tax revenues during the calendar year 2022, and the permanent levy adopted in September 2023 will reflect an adjustment based on actual sales tax revenues during calendar year 2022; and,

WHEREAS, section 67.500 defines "sales tax revenue collected" as the amount of sales tax revenue received by a county during the first six calendar months of any year multiplied by two, which is not to be confused with budgeted revenues; and,

WHEREAS, during the 2021 calendar year, the sales tax revenue was estimated per section 67.500 at \$54,602,462.20, before economic activity taxes were paid; and,

WHEREAS, during the 2021 calendar year, the actual sales tax revenue was \$54,066,769.12 after economic activity taxes were paid, resulting in a \$535,693.08

difference which will be used to adjust the 2022 sales tax revenue estimate per section 67.505.3; and,

WHEREAS, the adjustment is made by deducting the \$535,693.08 from the 2022 estimated sales tax revenues of \$61,297,096.68 to produce \$60,761,403.60, 70% of which is used to reduce the 2022 total property tax levy; now therefore,

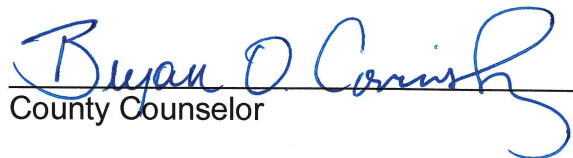
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that, based upon estimates of the 2022 sales tax revenues, including the increase in the actual sales tax revenues during 2021, based upon the appropriations in the 2022 annual County budget, and based upon the levy reductions required by law, the following amounts on each one hundred dollars of assessed valuation be set as the Jackson County Tax Levy for fiscal year 2022, on real and personal property within Jackson County, Missouri:

|                         | <u>LEVY</u>     |
|-------------------------|-----------------|
| General                 | \$0.2455        |
| Health                  | \$0.1647        |
| Park                    | \$0.1100        |
| Special Road and Bridge | <u>\$0.0718</u> |
| TOTAL                   | \$0.5920        |

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. 5663 introduced on September 12, 2022, was duly passed on \_\_\_\_\_, 2022 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. 5663.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

## Request for Legislative Action

Ordinance No.: 5663  
 Sponsor: Charlie Franklin  
 Date: September 12, 2022

| <b>Completed by County Counselor's Office</b> |                  |                           |           |
|-----------------------------------------------|------------------|---------------------------|-----------|
| Action Requested:                             | Ordinance        | Res.Ord No.:              | 5663      |
| Sponsor(s):                                   | Charlie Franklin | Legislature Meeting Date: | 9/12/2022 |

| <b>Introduction</b>                                               |
|-------------------------------------------------------------------|
| <b>Action Items:</b> ['Authorize']                                |
| <b>Project/Title:</b>                                             |
| An ordinance setting the 2022 Jackson County, Missouri, tax levy. |

| <b>Request Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |  |         |          |        |          |      |          |                         |                 |       |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--|---------|----------|--------|----------|------|----------|-------------------------|-----------------|-------|----------|
| Requesting that the following amounts on each one hundred dollars of assessed valuation be set as the Jackson County Tax Levy for fiscal year 2022, on real and personal property within Jackson County, Missouri:                                                                                                                                                                                                                                                                                                                   |                 |  |         |          |        |          |      |          |                         |                 |       |          |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;"><u>LEVY</u></td> <td></td> </tr> <tr> <td>General</td> <td style="text-align: right;">\$0.2455</td> </tr> <tr> <td>Health</td> <td style="text-align: right;">\$0.1647</td> </tr> <tr> <td>Park</td> <td style="text-align: right;">\$0.1100</td> </tr> <tr> <td>Special Road and Bridge</td> <td style="text-align: right;"><u>\$0.0718</u></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$0.5920</td> </tr> </table> | <u>LEVY</u>     |  | General | \$0.2455 | Health | \$0.1647 | Park | \$0.1100 | Special Road and Bridge | <u>\$0.0718</u> | TOTAL | \$0.5920 |
| <u>LEVY</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |  |         |          |        |          |      |          |                         |                 |       |          |
| General                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$0.2455        |  |         |          |        |          |      |          |                         |                 |       |          |
| Health                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$0.1647        |  |         |          |        |          |      |          |                         |                 |       |          |
| Park                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$0.1100        |  |         |          |        |          |      |          |                         |                 |       |          |
| Special Road and Bridge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>\$0.0718</u> |  |         |          |        |          |      |          |                         |                 |       |          |
| TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.5920        |  |         |          |        |          |      |          |                         |                 |       |          |

| <b>Contact Information</b> |                |                        |                        |
|----------------------------|----------------|------------------------|------------------------|
| <b>Department:</b>         | Finance        | <b>Submitted Date:</b> | 9/1/2022               |
| <b>Name:</b>               | John M. Gordon | <b>Email:</b>          | JGordon@jacksongov.org |
| <b>Title:</b>              | Treasurer      | <b>Phone:</b>          | 816-881-1320           |

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

## Request for Legislative Action

| Prior Legislation |                    |
|-------------------|--------------------|
| Prior Ordinances  |                    |
| Ordinance:        | Ordinance date:    |
| 5541              | September 13, 2021 |
| Prior Resolution  |                    |
| Resolution:       | Resolution date:   |
|                   |                    |

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

| Compliance                                                    |      |
|---------------------------------------------------------------|------|
| Certificate of Compliance                                     |      |
| Not Applicable                                                |      |
| Minority, Women and Veteran Owned Business Program            |      |
| Goals Not Applicable for following reason: Not spending money |      |
| MBE:                                                          | .00% |
| WBE:                                                          | .00% |
| VBE:                                                          | .00% |
| Prevailing Wage                                               |      |
| Not Applicable                                                |      |

| Fiscal Information                                                                                                                                             |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <ul style="list-style-type: none"> <li>This legislative action does not impact the County financially and does not require Finance/Budget approval.</li> </ul> |  |

## Request for Legislative Action

### History

Submitted by Finance requestor: John M. Gordon on 9/1/2022. Comments:

Approved by Department Approver Bob Crutsinger on 9/1/2022 4:44:47 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 9/1/2022 4:48:46 PM.  
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 9/2/2022 9:08:57 AM. Comments:

Not applicable by Budget Office Approver Mark Lang on 9/2/2022 2:38:20 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 9/5/2022 9:24:15 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/6/2022 4:18:10 PM. Comments:

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

**AN ORDINANCE** setting the 2022 Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) Levy.

**ORDINANCE NO. 5664**, September 12, 2022

**INTRODUCED BY** Charlie Franklin, County Legislator

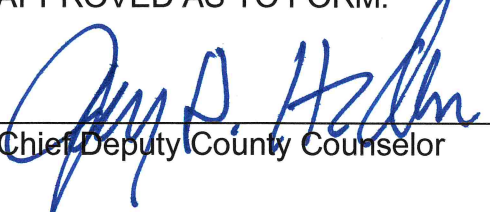
WHEREAS, pursuant to sections 205.968 through 205.973, RSMo, as amended, and the vote of the qualified voters of November 2, 1976, there was established for the Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) a tax levy at the annual rate of ten cents per one hundred dollars of assessed valuation on all taxable property in Jackson County, Missouri; and,

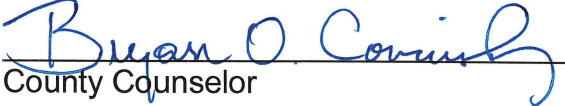
WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require tax levies to be revised as a result of general reassessment; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri that, after calculation of the revisions mandated by statute and the Constitution, there is hereby levied for the 2022 tax year the rate of eight and thirty-six hundredths (8.36) cents per one hundred dollars of assessed valuation on all taxable property for the Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop).

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. 5664 introduced on September 12, 2022, was duly passed on \_\_\_\_\_, 2022 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. 5664.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive



# Request for Legislative Action

Ordinance No.: 5664  
Sponsor: Charlie Franklin  
Date: September 12, 2022

| Completed by County Counselor's Office |                  |                           |           |
|----------------------------------------|------------------|---------------------------|-----------|
| Action Requested:                      | Ordinance        | Res.Ord No.:              | 5664      |
| Sponsor(s):                            | Charlie Franklin | Legislature Meeting Date: | 9/12/2022 |

| Introduction                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------|
| <b>Action Items:</b> ['Authorize']                                                                                         |
| <b>Project/Title:</b>                                                                                                      |
| An ordinance setting the 2022 Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) Levy. |

| Request Summary                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Requesting that the 2022 levy for the Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) be set at the rate of eight and thirty-six hundredths (8.36) cents per one hundred dollars of assessed valuation on all taxable property. |

| Contact Information |                |                        |                        |
|---------------------|----------------|------------------------|------------------------|
| <b>Department:</b>  | Finance        | <b>Submitted Date:</b> | 9/1/2022               |
| <b>Name:</b>        | John M. Gordon | <b>Email:</b>          | JGordon@jacksongov.org |
| <b>Title:</b>       | Treasurer      | <b>Phone:</b>          | 816-881-1320           |

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

| Prior Legislation |                    |
|-------------------|--------------------|
| Prior Ordinances  |                    |
| Ordinance:        | Ordinance date:    |
| 5542              | September 13, 2021 |
| Prior Resolution  |                    |

## Request for Legislative Action

|             |                  |
|-------------|------------------|
| Resolution: | Resolution date: |
|             |                  |

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

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

| <b>Fiscal Information</b>                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>This legislative action does not impact the County financially and does not require Finance/Budget approval.</li> </ul> |

## Request for Legislative Action

### History

Submitted by Finance requestor: John M. Gordon on 9/1/2022. Comments:

Returned for more information by Department Approver Bob Crutsinger on 9/1/2022 3:40:18 PM.  
Comments: Returning per our conversation

Submitted by Requestor John M. Gordon on 9/1/2022 3:47:53 PM. Comments:

Approved by Department Approver Bob Crutsinger on 9/1/2022 4:46:26 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 9/1/2022 4:50:12 PM.  
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 9/2/2022 9:05:35 AM. Comments:

Not applicable by Budget Office Approver Mark Lang on 9/2/2022 2:38:49 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 9/5/2022 9:29:03 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/6/2022 4:08:58 PM. Comments:

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

**AN ORDINANCE** setting the 2022 Jackson County Community Mental Health Fund Levy.

**ORDINANCE NO. 5665**, September 12, 2022

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, pursuant to sections 205.975 through 205.990, RSMo, as amended, and the vote of the qualified voters of November 4, 1980, and June 2, 1991, there was established for the Jackson County Community Mental Health Fund a tax levy at the annual rate not to exceed thirteen and three tenths (13.3) cents per one hundred dollars of assessed valuation on all taxable property in Jackson County, Missouri; and,

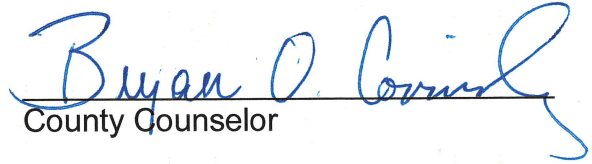
WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require tax levies to be revised as a result of general reassessment; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri that, after calculation of the levy revision mandated by statute and the Constitution, there is hereby levied for the 2022 tax year the rate of eleven and thirteen hundredths (11.13) cents per one hundred dollars of assessed valuation on all taxable property for the Jackson County Community Mental Health Fund.

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. 5665 introduced on September 12, 2022 was duly passed on \_\_\_\_\_, 2022 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. 5665.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

# Request for Legislative Action

Ord. #5665

Sponsor: Charlie Franklin

Date: September 12, 2022

## Completed by County Counselor's Office

|                   |                  |                           |           |
|-------------------|------------------|---------------------------|-----------|
| Action Requested: | Ordinance        | Res.Ord No.:              | 5665      |
| Sponsor(s):       | Charlie Franklin | Legislature Meeting Date: | 9/12/2022 |

## Introduction

**Action Items:** ['Authorize']

**Project/Title:**

An ordinance setting the 2022 Jackson County Community Mental Health Fund Levy.

## Request Summary

Requesting that the 2022 levy for the Jackson County Community Mental Health Fund be set at the rate of eleven and thirteen hundredths (11.13) cents per one hundred dollars of assessed valuation on all taxable property.

## Contact Information

|                    |                |                        |                        |
|--------------------|----------------|------------------------|------------------------|
| <b>Department:</b> | Finance        | <b>Submitted Date:</b> | 9/1/2022               |
| <b>Name:</b>       | John M. Gordon | <b>Email:</b>          | JGordon@jacksongov.org |
| <b>Title:</b>      | Treasurer      | <b>Phone:</b>          | 816-881-1320           |

## Budget Information

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

## Prior Legislation

### Prior Ordinances

|            |                    |
|------------|--------------------|
| Ordinance: | Ordinance date:    |
| 5543       | September 13, 2021 |

### Prior Resolution

|             |                  |
|-------------|------------------|
| Resolution: | Resolution date: |
|             |                  |

## Request for Legislative Action

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

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

| <b>Fiscal Information</b>                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>This legislative action does not impact the County financially and does not require Finance/Budget approval.</li> </ul> |

## Request for Legislative Action

### History

Submitted by Finance requestor: John M. Gordon on 9/1/2022. Comments:

Approved by Department Approver Bob Crutsinger on 9/1/2022 4:47:07 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 9/1/2022 4:51:46 PM.  
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 9/2/2022 9:04:30 AM. Comments:

Not applicable by Budget Office Approver Mark Lang on 9/2/2022 2:39:15 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 9/5/2022 9:22:58 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/7/2022 10:51:51 AM. Comments:



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

**A RESOLUTION** transferring \$39,375.00 within the 2022 General Fund and awarding a contract for the furnishing of law enforcement video equipment for use by the Sheriff's Office and Parks + Rec Department to Motorola Solutions of Chicago, IL, under the terms and conditions of Request for Proposals No.19-21, at an actual cost to the County in the amount of \$39,375.00.

**RESOLUTION NO. 21034**, September 12, 2022

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

WHEREAS, the Director of Finance and Purchasing has solicited proposals on Request for Proposals (RFP) No. 19-21 for the furnishing of law enforcement video equipment, including body cameras and vehicle dash cameras, for use by the Sheriff's Office and Parks + Rec Department; and,

WHEREAS, a total of twenty-four notifications were distributed and one response, from Motorola Solutions, of Chicago, IL, was received and evaluated by a committee of County associates from the using departments; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Sheriff and Director of Finance and Purchasing recommend the award of a contract for the furnishing of the required equipment to Motorola Solutions of Chicago, IL, for the reason that it has submitted the lowest and best proposal; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2022 General Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u>              | <u>FROM</u> | <u>TO</u> |
|----------------------------|-------------------------------------------|-------------|-----------|
| General Fund               |                                           |             |           |
| Sheriff's Office           |                                           |             |           |
| 001-4201                   | 56140- Travel Expense                     | \$19,375    |           |
| 001-4201                   | 56662-<br>Software Maintenance            | \$20,000    |           |
| 001-4201                   | 58180-<br>Audio/Video Recording Equipment |             | \$39,375  |

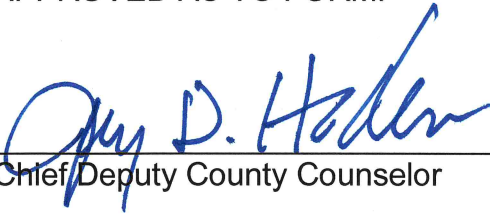
and,

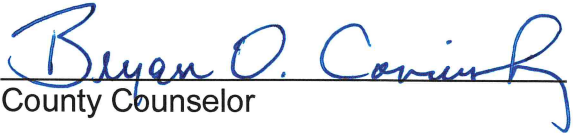
BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Sheriff and Director Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award;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

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

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. 21034 of September 12, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 4201 56140  
ACCOUNT TITLE: General Fund  
Sheriff's Office  
Travel Expense  
NOT TO EXCEED: \$19,375.00

ACCOUNT NUMBER: 001 4201 56662  
ACCOUNT TITLE: General Fund  
Sheriff's Office  
Software Maintenance  
NOT TO EXCEED: \$20,000.00

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

ACCOUNT NUMBER: 001 4201 58180  
ACCOUNT TITLE: General Fund  
Sheriff's Office  
Audio/Video Recording Equipment  
NOT TO EXCEED: \$39,375.00

9/2/2022  
Date

  
Chief Administrative Officer

# Request for Legislative Action

Res. #21034

Sponsor: Theresa Cass Galvin

Date: September 12, 2022

## Completed by County Counselor's Office

|                   |                |                           |           |
|-------------------|----------------|---------------------------|-----------|
| Action Requested: | Resolution     | Res.Ord No.:              | 21034     |
| Sponsor(s):       | Theresa Galvin | Legislature Meeting Date: | 9/12/2022 |

## Introduction

**Action Items:** ['Transfer']

**Project/Title:**

Requesting a transfer of funds and purchase of additional body worn cameras for use by the Sheriff's Office in the amount of \$39,375.00, under the terms and conditions of Request for Proposals 19-21.

## Request Summary

The Sheriff's Office purchased and has begun using body worn cameras pursuant to previous RFP process and legislative action (see R. 20742), and would now like to expand the deployment of body cameras to additional personnel.

The initial purchase included 80 body worn cameras, the Sheriff's Office would like to purchase an additional 35 body worn cameras which will seamlessly integrate into the existing system which is already in place (video upload server, evidence management software, integration with patrol car video equipment).

## Contact Information

|                    |                       |                        |                        |
|--------------------|-----------------------|------------------------|------------------------|
| <b>Department:</b> | Sheriff               | <b>Submitted Date:</b> | 8/13/2022              |
| <b>Name:</b>       | Danny F. Barnes       | <b>Email:</b>          | DBarnes@jacksongov.org |
| <b>Title:</b>      | Technology Supervisor | <b>Phone:</b>          | 816-507-5171           |

## Budget Information

|                                                         |                |                              |          |
|---------------------------------------------------------|----------------|------------------------------|----------|
| Amount authorized by this legislation this fiscal year: | \$39,375       |                              |          |
| Amount previously authorized this fiscal year:          | \$ 0           |                              |          |
| Total amount authorized after this legislative action:  | \$39,375       |                              |          |
| Is it transferring fund?                                | Yes            |                              |          |
| <b>Transferring Fund From:</b>                          |                |                              |          |
| Fund:                                                   | Department:    | Line Item Account:           | Amount:  |
| 001 (General Fund)                                      | 4201 (Sheriff) | 56140 (Travel Expense)       | \$19,375 |
| 001 (General Fund)                                      | 4201 (Sheriff) | 56662 (Software Maintenance) | \$20,000 |

## Request for Legislative Action

| Transferring Fund To: |                |                                         |          |
|-----------------------|----------------|-----------------------------------------|----------|
| Fund:                 | Department:    | Line Item Account:                      | Amount:  |
| 001 (General Fund)    | 4201 (Sheriff) | 58180 (Audio/Video Recording Equipment) | \$39,375 |

| Prior Legislation |                  |
|-------------------|------------------|
| Prior Ordinances  |                  |
| Ordinance:        | Ordinance date:  |
|                   |                  |
| Prior Resolution  |                  |
| Resolution:       | Resolution date: |
| 20742             | August 30, 2021  |

| Purchasing                                                                                 |            |
|--------------------------------------------------------------------------------------------|------------|
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | Yes        |
| Chapter 10 Justification:                                                                  | Formal Bid |
| Core 4 Tax Clearance Completed:                                                            | Yes        |
| Certificate of Foreign Corporation Received:                                               | Yes        |
| Have all required attachments been included in this RLA?                                   | Yes        |

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

| Fiscal Information                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li> </ul> |

## Request for Legislative Action

### History

Submitted by Sheriff requestor: Danny F. Barnes on 8/13/2022. Comments:

Approved by Department Approver Ronald A. Fletcher on 8/13/2022 4:13:18 PM. Comments:  
Approved. Major Ron Fletcher

Approved by Purchasing Office Approver Barbara J. Casamento on 8/15/2022 8:50:40 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/17/2022 9:17:32 AM. Comments:

Approved by Budget Office Approver Mark Lang on 8/23/2022 11:58:02 AM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 8/23/2022 8:58:05 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/6/2022 9:23:31 AM. Comments:

**Fiscal Note:**

Funds sufficient for this transfer are available from the sources indicated below.

PC# 420122008 000

Date: August 23, 2022

RES # 21034  
eRLA ID #: 617

| <u>Org Code/Description</u>                  | <u>Object Code/Description</u>      | <u>From</u>      | <u>To</u>        |
|----------------------------------------------|-------------------------------------|------------------|------------------|
| <b><u>001</u></b> <b><u>General Fund</u></b> |                                     |                  |                  |
| 4201 Sheriff's Office                        | 56140 Travel Expense                | \$ 19,375        | \$ -             |
| 4201 Sheriff's Office                        | 56662 Software Maintenance          | 20,000           |                  |
| 4201 Sheriff's Office                        | 58180 Audio/Video Recording Equipme | -                | 39,375           |
|                                              |                                     | <u>\$ 39,375</u> | <u>\$ 39,375</u> |

**Fiscal Note:**

This expenditure was included in the Annual Budget

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

| <u>Org Code/Description</u>                  | <u>Object Code/Description</u>        | <u>Not to Exceed</u> |
|----------------------------------------------|---------------------------------------|----------------------|
| <b><u>001</u></b> <b><u>General Fund</u></b> |                                       |                      |
| 4201 Sheriff's Office                        | 58180 Audio/Video Recording Equipment | \$ 39,375            |
|                                              |                                       |                      |
|                                              |                                       |                      |
|                                              |                                       |                      |
|                                              |                                       |                      |
|                                              |                                       |                      |
|                                              |                                       |                      |
|                                              |                                       | <u>\$ 39,375</u>     |

**APPROVED**  
By Mark Lang at 11:57 am, Aug 23, 2022

Budget Office



# Jackson County Sheriff's Office

## Purchase Request Report

### Incident Details

| Date Received     | Date of Occurrence             | Time of Occurrence |
|-------------------|--------------------------------|--------------------|
| 08/11/2022        | 08/11/2022                     |                    |
| Record ID Number  | Report No                      | IAPro No           |
| 2397              |                                |                    |
| Date/Time Entered | Entered By                     |                    |
| 08/11/2022 16:32  | Sergeant IV Danny Barnes - 340 |                    |

### Incident Summary

Additional BWC Purchase Request

A/Cap. Carpenter,

The current deployment of body worn cameras (BWCs) consists of 80 cameras, to fully equip patrol, traffic, relief, and courthouse security. The Chain of Command contacted me today and requested that we expand our deployment to all sworn personnel (sergeant and deputy ranks, including reserve).

To ensure an adequate number of BWCs for issuance to sworn personnel, and ready availability of spare or replacement BWCs, I am requesting the purchase of an additional 35 BWCs, identical to the existing deployed units.

I have attached a quote from Motorola Solutions for 35 additional BWCs, 35 additional spare batteries, 35 magnetic chest mounts, 35 desktop chargers, and 35 annual V300 license and service agreements. The total expense is \$39,375.00.

I contacted Beth Money, who advised on 08-11-2022 that funds are available with the following transfers required:

Transfer \$19,375 from 001-4201-56140 General Fund – Sheriff – Travel Expense.

Transfer \$20,000 from 001-4201-56662 General Fund – Sheriff – Software Maintenance.

Transfer \$39,375 to 001-4201-58180 General Fund – Sheriff - Audio/Video Recording Equipment.

I spoke with Barbara Casamento, Jackson County Purchasing, who advised the mechanism of acquisition can be the contract that was executed between the County and Motorola (R. 20742, original legislation backup and contract attached) for the initial purchase, filed by County Clerk on 09-27-2021.

I respectfully request permission to proceed with an eRLA to complete this purchase as soon as possible,

Sgt. D.F. Barnes, #25/0340

## Incident Location

### Addresses

- Location of Occurrence: Sheriff's Office Headquarters

## Involved Employees

### Sergeant IV Danny Barnes - 340

**Assignment at time of incident:** Sergeant IV Operations Bureau/Staff Services/Technology/5502 [None Entered]

**Role:** [None Entered]

**Policy Outcome:** Not yet entered

## Tasks

No tasks to show

## Running Sheet Entries

No running sheet entries to show

## Attachments

---

| Date Attached | Attachment Description                   | Attachment Types |
|---------------|------------------------------------------|------------------|
| 08/11/2022    | 20742bu                                  | pdf              |
| 08/11/2022    | 20742 Motorola Master Customer Agreement | pdf              |
| 08/11/2022    | JCSO - BWC Add - 8-11-22                 | pdf              |

## Assignment History

No assignment history

## Chain of Command History

### Routing Number: 1

**From** Sergeant IV Danny Barnes

**To** Sergeant III Jeffery Carpenter

**Cc:** Captain I Ronda Montgomery

**Date/Time Sent** 08/11/2022 16:48

**Instructions From [ Sergeant IV Danny Barnes ] To [ Sergeant III Jeffery Carpenter ]**

A/Cap. Carpenter, submitted for your consideration. -DFB25.

**Comments/Response From [ Sergeant III Jeffery Carpenter ]**

Maj. Fletcher

As it stands, there are only two (2) BWC's not issued or in use out of the original 80. This is clearly not enough to supply all deputies and sergeants per the wishes of Sheriff Forté.

I concur with Sgt. Barnes assessment of the need for the purchase of an additional 35 BWC's which would cover issue to remaining personnel.

/s/ Sgt. J. Carpenter #10/0278 (A/Cpt)

### Routing Number: 2

**From** Sergeant III Jeffery Carpenter

**To** Major Ronald Fletcher

**Cc:** Major Michael Montgomery  
Captain I Ronda Montgomery

**Date/Time Sent** 08/12/2022 08:17

**Instructions From [ Sergeant III Jeffery Carpenter ] To [ Major Ronald Fletcher ]**

---

Please review and forward.

---

**Comments/Response From [ Major Ronald Fletcher ]**

---

Sheriff Forte',

I recommend approval.

---

**Routing Number: 3**

---

**From** Major Ronald Fletcher

---

**To** Sheriff Darryl Forte

---

**Cc:**

---

**Date/Time Sent** 08/12/2022 16:05

---

**Instructions From [ Major Ronald Fletcher ] To [ Sheriff Darryl Forte ]**

---

Please review.

---

**Comments/Response From [ Sheriff Darryl Forte ]**

---

Approved

---



## JACKSON COUNTY SHERIFF'S OFFICE

Jackson County Contract of 09-27-2021, Resolution 20742

08/11/2022

Shipping Address:  
 JACKSON COUNTY SHERIFF'S  
 OFFICE  
 4001 LAKEWOOD WAY  
 LEES SUMMIT, MO 64063  
 US

Quote Date:08/11/2022  
 Expiration Date:11/09/2022  
 Quote Created By:  
 Denise Gibbs  
 Sr. Account Manager  
 Denise.Gibbs@  
 motorolasolutions.com  
 3122703935

End Customer:  
 JACKSON COUNTY SHERIFF'S OFFICE  
 Sgt. Danny Barnes

| Line #                | Item Number                                       | Description                                                                | Qty | Term   | List Price | Sale Price | Ext. Sale Price         | Refresh Duration |
|-----------------------|---------------------------------------------------|----------------------------------------------------------------------------|-----|--------|------------|------------|-------------------------|------------------|
| 1                     | VIS-300-BAT-RMV                                   | V300, BATT, 3.8V,<br>4180MAH                                               | 35  |        | \$123.75   | \$90.00    | \$3,150.00              |                  |
|                       | V300                                              |                                                                            |     |        |            |            |                         |                  |
| 2                     | BW-V30-10--                                       | V300 BODY WORN<br>CAMERA, MAG CHEST<br>MOUNT                               | 35  |        | \$1,243.75 | \$875.00   | \$30,625.00             | false            |
| 3                     | VIS-300-CHG-001                                   | V300, USB DOCK,<br>D300, DESK CHGR/<br>UPLD KIT                            | 35  |        | \$118.75   | \$85.00    | \$2,975.00              |                  |
|                       | Evidence Library:<br>Video Evidence<br>Management |                                                                            |     |        |            |            |                         |                  |
| 4                     | SFW-BWC-DEV-FEE                                   | EVIDENCE LIBRARY,<br>VISTA/V300 ANNUAL<br>DEVICE LICENSE &<br>SUPPORT FEE* | 35  | 1 YEAR | \$243.75   | \$75.00    | \$2,625.00              |                  |
| Subtotal              |                                                   |                                                                            |     |        |            |            | \$60,550.00             |                  |
| Total Discount Amount |                                                   |                                                                            |     |        |            |            | \$21,175.00             |                  |
| <b>Grand Total</b>    |                                                   |                                                                            |     |        |            |            | <b>\$39,375.00(USD)</b> |                  |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## Pricing Summary

|                                                                                                      | List Price         | Sale Price         | Prorated Price |
|------------------------------------------------------------------------------------------------------|--------------------|--------------------|----------------|
| Upfront Costs for Hardware, Accessories and Implementation<br>(if applicable), plus Subscription Fee | \$60,550.00        | \$39,375.00        | \$0.00         |
| <b>Grand Total System Price</b>                                                                      | <b>\$60,550.00</b> | <b>\$39,375.00</b> | <b>\$0.00</b>  |

## Notes:

- Unless otherwise noted in this quote / order, installation of equipment is not included.



# Jackson County Missouri

# Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,  
this Certificate of Compliance is hereby issued to:

Motorola Solutions  
500 W Monroe St  
Chicago, IL 60661  
2022 Certificate: 20220127VC636

Issued: 2022-01-27

Expires: 2022-12-31

The above named firm/agency has met the following requirements:

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 did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

---

Chief Compliance Review Officer  
Jackson County Missouri  
816-881-3302  
compliance@jacksongov.org



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

**A RESOLUTION** transferring \$89,520.00 within the 2022 General Fund to cover unanticipated budgetary shortfalls within the Jackson County Circuit Court’s budget.

**RESOLUTION NO. 21035**, September 12, 2022

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

WHEREAS, the Jackson County Circuit Court has experienced budgetary shortfalls in several of its accounts relating to jury services, court reporters, training, and equipment; and,

WHEREAS, a transfer is required to pay the cost to continue these necessary services through the end of the year; now therefore,

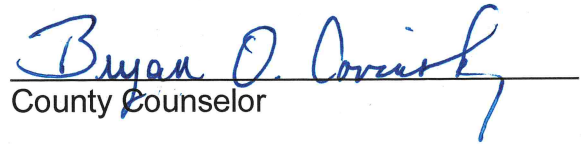
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2022 General Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u>          | <u>FROM</u> | <u>TO</u> |
|----------------------------|---------------------------------------|-------------|-----------|
| General Fund               |                                       |             |           |
| Circuit Court              |                                       |             |           |
| 001-3001                   | 56810- Circuit Court Jury             | \$10,000    |           |
| 001-3001                   | 56793- Catering Services              | \$2,000     |           |
| 001-3001                   | 56013- Banking Fees                   | \$42,520    |           |
| 001-3001                   | 56663- Software As A Service          | \$5,000     |           |
| 001-3001                   | 56140- Travel Expense                 | \$30,000    |           |
| 001-3001                   | 56230- Printing                       |             | \$12,000  |
| 001-3001                   | 57601- Computer, Printer, Accessories |             | \$5,000   |
| 001-3001                   | 56756- Training Expense               |             | \$23,122  |
| 001-3001                   | 58173- Computer Equipment/Terminal    |             | \$19,398  |
| 001-3001                   | 58060- Other Professional Services    |             | \$30,000  |

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. 21035 of September 12, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

Funds sufficient for this transfer are available from the sources indicated below.

ACCOUNT NUMBER: 001 3001 56810  
ACCOUNT TITLE: General Fund  
Circuit Court  
Circuit Court Jury  
NOT TO EXCEED: \$10,000.00

ACCOUNT NUMBER: 001 3001 56793  
ACCOUNT TITLE: General Fund  
Circuit Court  
Catering Services  
NOT TO EXCEED: \$2,000.00

ACCOUNT NUMBER: 001 3001 56013  
ACCOUNT TITLE: General Fund  
Circuit Court  
Banking Fees  
NOT TO EXCEED: \$42,520.00

ACCOUNT NUMBER: 001 3001 56663  
ACCOUNT TITLE: General Fund  
Circuit Court  
Software As A Service  
NOT TO EXCEED: \$5,000.00

ACCOUNT NUMBER: 001 3001 56140  
ACCOUNT TITLE: General Fund  
Circuit Court  
Travel Expense  
NOT TO EXCEED: \$30,000.00

9/2/2022  
Date

  
Chief Administrative Officer

## Request for Legislative Action

Res. #21035

Sponsor: Theresa Cass Galvin

Date: September 12, 2022

### Completed by County Counselor's Office

|                   |                |                           |           |
|-------------------|----------------|---------------------------|-----------|
| Action Requested: | Resolution     | Res.Ord No.:              | 21035     |
| Sponsor(s):       | Theresa Galvin | Legislature Meeting Date: | 9/12/2022 |

### Introduction

**Action Items:** ['Transfer']

**Project/Title:**

Transfer funds to cover unforeseen/unbudgeted increases in costs and training.

### Request Summary

Due to the increased number of cases being heard, Jury department requires additional summons envelopes. The cost of interpreters and their use has increased with the number of cases being heard. A lack of Court Reporters (an essential function of the court) has resulted in the court offering training courses to employees which creates an unbudgeted/unforeseen expense. Court Information Technology purchased unbudgeted equipment, supplies, and software for the court reporter training.

### Contact Information

|                    |                                                         |                        |                           |
|--------------------|---------------------------------------------------------|------------------------|---------------------------|
| <b>Department:</b> | Circuit Court                                           | <b>Submitted Date:</b> | 8/18/2022                 |
| <b>Name:</b>       | Diane Freed                                             | <b>Email:</b>          | diane.freed@courts.mo.gov |
| <b>Title:</b>      | Assistant Director of Finance and Budget, Circuit Court | <b>Phone:</b>          | 816-881-3317              |

### Budget Information

|                                                         |                      |                               |                |
|---------------------------------------------------------|----------------------|-------------------------------|----------------|
| Amount authorized by this legislation this fiscal year: | \$89,520             |                               |                |
| Amount previously authorized this fiscal year:          | \$ 0                 |                               |                |
| Total amount authorized after this legislative action:  | \$89,520             |                               |                |
| Is it transferring fund?                                | Yes                  |                               |                |
| <b>Transferring Fund From:</b>                          |                      |                               |                |
| <b>Fund:</b>                                            | <b>Department:</b>   | <b>Line Item Account:</b>     | <b>Amount:</b> |
| 001 (General Fund)                                      | 3001 (Circuit Court) | 56810 (Circuit Court Jury)    | \$10,000       |
| 001 (General Fund)                                      | 3001 (Circuit Court) | 56793 (Catering Services)     | \$2,000        |
| 001 (General Fund)                                      | 3001 (Circuit Court) | 56013 (Banking Fees)          | \$42,520       |
| 001 (General Fund)                                      | 3001 (Circuit Court) | 56663 (Software As A Service) | \$5,000        |
| 001 (General Fund)                                      | 3001 (Circuit Court) | 56140 (Travel Expense)        | \$30,000       |

## Request for Legislative Action

| Transferring Fund To: |                      |                                        |          |
|-----------------------|----------------------|----------------------------------------|----------|
| Fund:                 | Department:          | Line Item Account:                     | Amount:  |
| 001 (General Fund)    | 3001 (Circuit Court) | 56230 (Printing)                       | \$12,000 |
| 001 (General Fund)    | 3001 (Circuit Court) | 57601 (Computer, Printer, Accessories) | \$5,000  |
| 001 (General Fund)    | 3001 (Circuit Court) | 56756 (Training Expense)               | \$23,122 |
| 001 (General Fund)    | 3001 (Circuit Court) | 58173 (Computer Equipment/Terminal)    | \$19,398 |
| 001 (General Fund)    | 3001 (Circuit Court) | 56080 (Other Professional Services)    | \$30,000 |

| Prior Legislation |                  |
|-------------------|------------------|
| Prior Ordinances  |                  |
| Ordinance:        | Ordinance date:  |
|                   |                  |
| Prior Resolution  |                  |
| Resolution:       | Resolution date: |
|                   |                  |

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

| Compliance                                                    |      |
|---------------------------------------------------------------|------|
| Certificate of Compliance                                     |      |
| Not Applicable                                                |      |
| Minority, Women and Veteran Owned Business Program            |      |
| Goals Not Applicable for following reason: Not spending money |      |
| MBE:                                                          | .00% |
| WBE:                                                          | .00% |
| VBE:                                                          | .00% |
| Prevailing Wage                                               |      |
| Not Applicable                                                |      |

## Request for Legislative Action

### Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

### History

Submitted by Circuit Court requestor: Diane Freed on 8/18/2022. Comments:

Approved by Department Approver Mary Marquez on 8/19/2022 11:48:47 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/19/2022 12:50:28 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/19/2022 4:42:46 PM. Comments:

Approved by Budget Office Approver Mark Lang on 8/23/2022 12:12:30 PM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvia Stevenson on 8/23/2022 9:02:34 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/6/2022 9:25:34 AM. Comments:



## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** awarding a ten-year contract for the furnishing of a cloud-based, software-as-a-service solution for use by the Departments of Finance and Purchasing and Human Resources and the Jackson County Circuit Court to Precision Task Group, of Houston, TX, under the terms and conditions of the State of Texas, Department of Information Resources Contract No. DIR-TSO-4242, a competitively-bid government contract, at an actual cost to the County in the amount of \$2,122,164.00 for 2022 and a total 10-year cost of \$13,848,355.52.

**RESOLUTION NO. 21036**, September 12, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Departments of Finance and Purchasing and Human Resources and the Jackson County Circuit Court have continuing needs for software to perform day-to-day business activities including accounting, procurement, project management, risk management and compliance, budgeting, payroll, and workforce management to process on-line payments; and,

WHEREAS, the acquisition of new software designed for these purposes will eliminate inefficiencies in the current processes, and consequent opportunities for errors by consolidating information from multiple data areas and separate outdated software tools by combining them into one modern automated system; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a ten-year contract for the furnishing of a cloud-based, software-as-a-service (SaaS) solution for use by the Departments of Finance and Purchasing and Human Resources and the Jackson County Circuit Court to Precision Task Group, of Houston, TX, under the terms and conditions of the State of



Texas, Department of Information Resources Contract No. DIR-TSO-4242, a competitively-bid government contract; and,

WHEREAS, the total ten-year cost of this software is \$13,848,355.52, with \$2,122,164.00 to be paid in 2022, and a total of \$ 3,147,781.00 in one-time non-recurring costs to be paid in 2023 and 2024; and,

WHEREAS, all costs for 2022 and all non-recurring costs for 2023 and 2024 will be encumbered pursuant to this Resolution; now therefore,

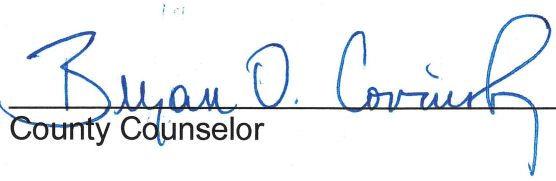
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are contained in the then-current County budget.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21036 of September 12, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

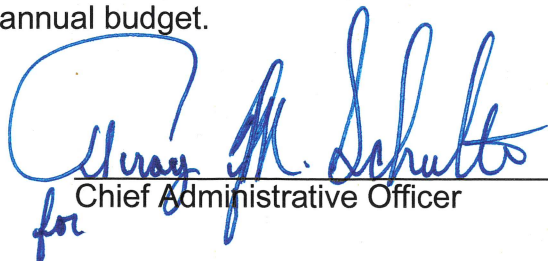
\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

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

ACCOUNT NUMBER: 013 1305 56661  
ACCOUNT TITLE: County Improvement Fund  
Information Technology  
Software Purchases  
NOT TO EXCEED: \$5,269,545.00

Remaining funding for 2023 and 2024 and funding for future years are subject to appropriation in the County's then current annual budget.

9-8-2022  
\_\_\_\_\_  
Date

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

# Request for Legislative Action

Res. #21036

Sponsor: Tony Miller

Date: September 12, 2022

## Completed by County Counselor's Office

|                   |             |                           |           |
|-------------------|-------------|---------------------------|-----------|
| Action Requested: | Resolution  | Res.Ord No.:              | 21036     |
| Sponsor(s):       | Tony Miller | Legislature Meeting Date: | 9/12/2022 |

## Introduction

**Action Items:** ['Authorize']

### Project/Title:

A RESOLUTION authorizing the Director of Finance and Purchasing to execute a 10-year contract, encumbering \$5,269,944.52 for fixed fee costs for implementation, training and deployment services and the year 1 subscription with an actual cost of \$2,122,154.00 in fiscal year 2022 with Precision Task Group (PTG) of Houston, TX, for the furnishing of Workday, a cloud-based, Software as a Service (SaaS), enterprise resource planning (ERP) software and implementation services for the use by Finance and Human Resources Departments at Jackson County and MO 16th Circuit Court.

## Request Summary

### Summary

Enterprise Resource Planning (ERP) software is a tool that organizations use to manage day-to-day business activities; accounting, procurement, project management, risk management and compliance, budgeting, payroll, and people and workforce management. Our currently fragmented environment has inherent security risks and lacks the ability to interact and share data in a strategic manner. This project will require us to reimagine our system of multiple data areas into a seamless organization of data that works for us. Today our data resides in multiple silos including FMS, Paycor, Questica, Epicor, as well as other disparate databases and spreadsheets. This disjointed system increases security risks, lowers data integrity and confidence, and requires inefficient use of people resources. Moving to a modernized, cloud-based architecture, establishing best-practices, and automating processes will allow us to move from a task-oriented culture to one with a strategic focus on public stewardship.

### Why Workday –

Over the last several years, staff from Finance, HR and IT researched upgrading our legacy HR and Financial systems. Through this investigation, they realized the potential investment and value of shifting to an ERP system. There are only a handful of solutions available for our size and type of organization that manage both Financial and Human Resources. The group consensus was that Workday met their needs, exceeded their functional requirements and is user-friendly. Local users of Workday include: Unified Government of Wyandotte County and Kansas City, KS, the City of Olathe, KS, and University of Kansas System. Workday will enable us to modernize processes, reducing inefficiencies and user errors, and deliver real-time data insights for better decision making. Hosted in the cloud, this enterprise Software as a Service solution offers a fully managed and secure environment. Additionally, when the Workday platform is updated and upgrades are made, all clients receive them in real time, reducing the burden on our IT resources.

### PTG Value -

PTG is a certified minority business enterprise in 23 states including the State of Missouri. They have 30-

## Request for Legislative Action

years of experience with public sector organizations and 25 years of ERP experience. PTG is a Workday Value-Added Reseller, Advisory Partner, and Implementation Partner. Their public sector clients include the City of Arlington TX, Anne Arundel County MD, State of Nebraska, State of Oklahoma, and the City of Olathe, KS. With their Workday Certified Resources and implementation support services, PTG will support and enhance our available resources with their experienced staff and knowledge of best industry practices.

### **Contract vehicle**

As authorized under Jackson County Code, Ch. 1030.4, Fixed Price Contractual Document, we seek to utilize the State of Texas, Department of Information Resources (DIR), competitively bid, Cooperative Contract. TX DIR requires the execution of an interstate cooperation contract (ICC) for the use of their Cooperative Contracts. This request seeks the approval for executing the ICC. The DIR goes through a competitive procurement process using the Request for Offer (RFO) method of procurement to procure Automated Information System (AIS) and Information Technology (IT) products and services. They leverage the State of Texas' purchasing power to get large savings; discounted pricing with pre-negotiated terms and conditions in compliance with Texas procurement rules. Every DIR approved vendor must comply with the contract in full.

### **Contract Terms**

The overall contract term is 10-years, which is common for this type of project because of the monumental modernization and implementation effort we will undertake. The implementation plan includes 6 months of pre-planning and approximately 12 months for deployment, testing and training. The 10-year term provides for an annual maintenance cost savings of 2% max increase vs 5% max increase over time. The cost of this solution is equivalent to the total cost of the current systems and maintenances with the added benefit of a modern, secure environment.

Breakdown of costs over the life of the contract -

Workday subscription (10 years): \$9,440,589.00

Implementation solution (6 payments over 3 years): \$2,434,963.52

Training (years 1 & 2): \$115,913.00

Client deployment services (years 1 & 2): \$1,856,890.00

All one-time costs are budgeted and will be encumbered in FY22; implementation, training and deployment services and the year 1 subscription for a total of \$5,269,944.52. Total payable for FY22 is \$2,122,164.00. (See attachment #6, Pricing Overview).

Funds for this project are budgeted in the following account:

013 (County Improvement Fund) – 1305 (Information Technology) – 56661 (Software Purchases)

### **List of attached documents:**

State of TX, Department of Information Resources, Cooperative Contract documents

1. Interstate Cooperation Contract (ICC)
2. DIR TSO 4242 Contract
3. DIR TSO 4242 Amendment 1
4. DIR TSO 4242 Amendment 2
5. DIR TSO 4242 Appendix A Standard Term and Conditions

Jackson County ERP Project documents

6. Pricing Overview (internal)

## Request for Legislative Action

|     |                                                                 |
|-----|-----------------------------------------------------------------|
| 7.  | DIR TSO 4242 Subscription Order Form 00362147                   |
| 8.  | DIR TSO 4242 Training Order Form                                |
| 9.  | DIR TSO 4242 PTG, Workday Launch, Deployment Technical Services |
| 10. | DIR TSO 4242 Appendix D Workday Technical Services Agreement    |
| 11. | DIR TSO 4242 PTG Workday Client Based Deployment Services       |

| Contact Information |                             |                        |                               |
|---------------------|-----------------------------|------------------------|-------------------------------|
| <b>Department:</b>  | Information Technology      | <b>Submitted Date:</b> | 8/22/2022                     |
| <b>Name:</b>        | Michael G. Ohlson-Dicus     | <b>Email:</b>          | mgohlson-dicus@jacksongov.org |
| <b>Title:</b>       | IT\GIS Office Administrator | <b>Phone:</b>          | 816-881-3151                  |

| Budget Information                                      |                               |                            |                |
|---------------------------------------------------------|-------------------------------|----------------------------|----------------|
| Amount authorized by this legislation this fiscal year: |                               |                            | \$5,269,945    |
| Amount previously authorized this fiscal year:          |                               |                            | \$ 0           |
| Total amount authorized after this legislative action:  |                               |                            | \$5,269,945    |
| Is it transferring fund?                                |                               |                            | No             |
| Single Source Funding:                                  |                               |                            |                |
| <b>Fund:</b>                                            | <b>Department:</b>            | <b>Line Item Account:</b>  | <b>Amount:</b> |
| 013 (County Improvement Fund)                           | 1305 (Information Technology) | 56661 (Software Purchases) | \$5,269,945    |

| Prior Legislation |                  |
|-------------------|------------------|
| Prior Ordinances  |                  |
| Ordinance:        | Ordinance date:  |
|                   |                  |
| Prior Resolution  |                  |
| Resolution:       | Resolution date: |
|                   |                  |

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

## Request for Legislative Action

|                                                                                       |      |
|---------------------------------------------------------------------------------------|------|
| <b>Compliance</b>                                                                     |      |
| <b>Certificate of Compliance</b>                                                      |      |
| In Compliance                                                                         |      |
| <b>Minority, Women and Veteran Owned Business Program</b>                             |      |
| Goals Not Applicable for following reason: Contract is with another government agency |      |
| MBE:                                                                                  | .00% |
| WBE:                                                                                  | .00% |
| VBE:                                                                                  | .00% |
| <b>Prevailing Wage</b>                                                                |      |
| Not Applicable                                                                        |      |

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

## Request for Legislative Action

### History

Submitted by Information Technology requestor: Michael G. Ohlson-Dicus on 8/22/2022. Comments: For administrative inquiries, please contact Michael G. Ohlson-Dicus. For project scope/contractual inquiries, please contact Lisa Honn.

Approved by Department Approver Michael S. Erickson on 8/22/2022 2:32:13 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 8/23/2022 11:06:43 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/23/2022 12:10:56 PM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 8/23/2022 12:43:48 PM. Comments: On "Budget Info" tab, please put the \$5.2 million number on the top line.

Submitted by Requestor Lisa Honn on 8/23/2022 12:56:08 PM. Comments: Corrected and added amount to top line of budget tab, "amount authorized with this legislation".

Approved by Department Approver Michael S. Erickson on 8/23/2022 1:04:06 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 8/23/2022 1:22:27 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/24/2022 11:00:04 AM. Comments: IA 8/24/2022

Approved by Budget Office Approver Mark Lang on 8/24/2022 11:39:58 AM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvia Stevenson on 8/24/2022 12:19:24 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/8/2022 8:49:41 AM. Comments:

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC# 130522003 000

Date: August 24, 2022

RES # 21036  
eRLA ID #: 628

| <u>Org Code/Description</u>               | <u>Object Code/Description</u>  | <u>Not to Exceed</u>       |
|-------------------------------------------|---------------------------------|----------------------------|
| <b><u>013 County Improvement Fund</u></b> |                                 |                            |
| <u>1305 Information Technology</u>        | <u>56661 Software Purchases</u> | <u>\$ 5,269,945</u>        |
|                                           |                                 |                            |
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|                                           |                                 |                            |
|                                           |                                 | <u><u>\$ 5,269,945</u></u> |

**APPROVED**  
By Mark Lang at 11:38 am, Aug 24, 2022

Budget Office



## Pricing Overview

| Item                     | FY2022                 | FY2023                 | FY2024                 | FY2025               | FY2026               | FY2027               | FY2028               | FY2029               | FY2030                 | FY2031                 | Totals                  |
|--------------------------|------------------------|------------------------|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------------|------------------------|-------------------------|
| Subscription             | \$ 862,178.00          | \$ 879,419.00          | \$ 897,008.00          | \$ 914,947.00        | \$ 933,246.00        | \$ 951,912.00        | \$ 970,953.00        | \$ 990,368.00        | \$ 1,010,179.00        | \$ 1,030,379.00        | \$ 9,440,589.00         |
| Implementation payment 1 | \$ 726,000.00          |                        |                        |                      |                      |                      |                      |                      |                        |                        | \$ 726,000.00           |
| Implementation payment 2 | \$ 374,000.00          |                        |                        |                      |                      |                      |                      |                      |                        |                        | \$ 374,000.00           |
| Implementation payment 3 |                        | \$ 330,000.00          |                        |                      |                      |                      |                      |                      |                        |                        | \$ 330,000.00           |
| Implementation payment 4 |                        | \$ 330,000.00          |                        |                      |                      |                      |                      |                      |                        |                        | \$ 330,000.00           |
| Implementation payment 5 |                        | \$ 330,000.00          |                        |                      |                      |                      |                      |                      |                        |                        | \$ 330,000.00           |
| Implementation payment 6 |                        |                        | \$ 344,963.52          |                      |                      |                      |                      |                      |                        |                        | \$ 344,963.52           |
| Training                 | \$ 92,866.00           | \$ 23,047.00           |                        |                      |                      |                      |                      |                      |                        |                        | \$ 115,913.00           |
| PTG Support Services     | \$ 67,120.00           | \$ 1,789,770.00        |                        |                      |                      |                      |                      |                      |                        |                        | \$ 1,856,890.00         |
| <b>Total</b>             | <b>\$ 2,122,164.00</b> | <b>\$ 3,682,236.00</b> | <b>\$ 1,241,971.52</b> | <b>\$ 914,947.00</b> | <b>\$ 933,246.00</b> | <b>\$ 951,912.00</b> | <b>\$ 970,953.00</b> | <b>\$ 990,368.00</b> | <b>\$ 1,010,179.00</b> | <b>\$ 1,030,379.00</b> | <b>\$ 13,848,355.52</b> |

\*All one-time costs will be encumbered in FY22; implementation, training and deployment services and the year 1 subscription for a total of \$5,269,944.52. Total payable for FY22 is \$2,122,164.00.

**ORDER FORM P00362147.0  
TO THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES  
CONTRACT DIR-TSO-4242 (“AGREEMENT”)**

|                                 |                                                                             |
|---------------------------------|-----------------------------------------------------------------------------|
| <b>Reseller Name</b>            | Precision Task Group, Inc. or PTG (hereinafter, the “Reseller”)             |
| <b>Customer Name</b>            | County of Jackson                                                           |
| <b>Workday Entity</b>           | Workday, Inc.<br>6110 Stoneridge Mall Road<br>Pleasanton, CA 94588          |
| <b>Agreement Effective Date</b> | December 14, 2019                                                           |
| <b>Order Effective Date</b>     | The later of the dates of the parties’ signatures on the Signature Document |
| <b>Order Term</b>               | September 19, 2022 through September 18, 2032                               |
| <b>Currency</b>                 | USD                                                                         |
| <b>Total Subscription Fee</b>   | 9,440,590                                                                   |
| <b>Tenant Base Name</b>         | jacksongov                                                                  |

**Payment Schedule Table**

| Payment # | Payment Due Date                                                         | Payment Amount   |
|-----------|--------------------------------------------------------------------------|------------------|
| 1         | Due in accordance with the Agreement, invoiced upon Order Effective Date | 862,178          |
| 2         | Due on first anniversary of the Order Term start date                    | 879,419          |
| 3         | Due on second anniversary of the Order Term start date                   | 897,008          |
| 4         | Due on third anniversary of the Order Term start date                    | 914,947          |
| 5         | Due on fourth anniversary of the Order Term start date                   | 933,246          |
| 6         | Due on fifth anniversary of the Order Term start date                    | 951,912          |
| 7         | Due on sixth anniversary of the Order Term start date                    | 970,953          |
| 8         | Due on seventh anniversary of the Order Term start date                  | 990,368          |
| 9         | Due on eighth anniversary of the Order Term start date                   | 1,010,179        |
| 10        | Due on ninth anniversary of the Order Term start date                    | 1,030,379        |
|           | <b>Total Payment Amount</b>                                              | <b>9,440,590</b> |

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

**Subscription Fees Table**

| Subscription Period | Date Range                                    | Subscription Fee |
|---------------------|-----------------------------------------------|------------------|
| 1                   | September 19, 2022 through September 18, 2023 | 862,178          |
| 2                   | September 19, 2023 through September 18, 2024 | 879,419          |
| 3                   | September 19, 2024 through September 18, 2025 | 897,008          |
| 4                   | September 19, 2025 through September 18, 2026 | 914,947          |
| 5                   | September 19, 2026 through September 18, 2027 | 933,246          |
| 6                   | September 19, 2027 through September 18, 2028 | 951,912          |
| 7                   | September 19, 2028 through September 18, 2029 | 970,953          |
| 8                   | September 19, 2029 through September 18, 2030 | 990,368          |
| 9                   | September 19, 2030 through September 18, 2031 | 1,010,179        |
| 10                  | September 19, 2031 through September 18, 2032 | 1,030,379        |
|                     | <b>Total Subscription Fee</b>                 | <b>9,440,590</b> |

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Term, any increases due to CPI (also defined below) are waived.

**Subscription Rights Table**

| SKU   | Service                       | Pricing Metric | Subscription Rights                                                                                                          |
|-------|-------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------|
| CHCM  | Core Human Capital Management | FSE*           | Full Enterprise                                                                                                              |
| TLO   | Talent Optimization           | FSE*           | Full Enterprise                                                                                                              |
| HLP   | Help                          | FSE*           | Full Enterprise                                                                                                              |
| CCB   | Cloud Connect for Benefits    | FSE*           | Full Enterprise                                                                                                              |
| USP** | Payroll for United States     | FSE*           | United States-based Employees only                                                                                           |
| LRN   | Learning                      | FSE*           | Full Enterprise                                                                                                              |
| MCNF  | Media Cloud - No Fee          | FSE*           | Full Enterprise                                                                                                              |
| REC   | Recruiting                    | FSE*           | Full Enterprise                                                                                                              |
| FIN   | Core Financials               | FSE*           | Full Enterprise                                                                                                              |
| GM    | Grants Management             | FSE*           | Full Enterprise with up to 650 Award-Based Invoices Created during the 12-month period preceding the Annual Reporting Period |
| PLNF  | Financial Planning            | FSE*           | Full Enterprise                                                                                                              |
| PRA   | Prism Analytics               | FSE*           | Full Enterprise                                                                                                              |
| PRJT  | Projects                      | FSE*           | Full Enterprise                                                                                                              |
| TT    | Time Tracking                 | FSE*           | Full Enterprise                                                                                                              |
| EXP   | Expenses                      | FSE*           | Full Enterprise with up to 2,200 Expense Reports Approved during the 12-month period preceding the Annual Reporting Period   |
| PRO   | Procurement                   | FSE*           | Full Enterprise                                                                                                              |
| INV   | Inventory                     | FSE*           | Full Enterprise                                                                                                              |

\*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.

\*\*Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM.

**Full-Service Equivalent (“FSE”) Count Table**

| FSE Population Category       | Baseline FSE Count |
|-------------------------------|--------------------|
| Full Enterprise               | 1,620              |
| United States-based employees | 1,620              |

**Named Support Contacts Table**

|                                   |   |
|-----------------------------------|---|
| Number of Named Support Contacts* | 6 |
|-----------------------------------|---|

\*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

**Customer Contact Information**

|                                                                                   | <b>Billing, In Care of</b>                                 | <b>Customer Support</b>                                    | <b>Subscriptions Contact</b>                               |
|-----------------------------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|
| Contact Name                                                                      | Lisa Honn                                                  | Lisa Honn                                                  | Lisa Honn                                                  |
| Street Address<br>City/Town,<br>State/Region/County,<br>Zip/Post Code,<br>Country | 415 East 12 <sup>th</sup> Street,<br>Kansas City, MO 64106 | 415 East 12 <sup>th</sup> Street,<br>Kansas City, MO 64106 | 415 East 12 <sup>th</sup> Street,<br>Kansas City, MO 64106 |
| Phone/Fax #                                                                       | 816-881-3160                                               | 816-881-3160                                               | 816-881-3160                                               |
| Email (required)                                                                  | lhonn@jacksongov.org                                       | lhonn@jacksongov.org                                       | lhonn@jacksongov.org                                       |

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components (“**Downloadable Components**”). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the effective date of this Order Form, there is no value attributed to any of the Downloadable Components.

This order form (including all of the attachments hereto, collectively this “**Order Form**”) is by and between the customer entity stated above (“**Customer**”) and Precision Task Group Inc., an authorized reseller of the Workday Service (as defined herein) (“**Reseller**”) and is valid and binding as of the later of the dates of the parties’ signatures and is subject to and governed by DIR CONTRACT NO. DIR-TSO 4242 and the Appendix 1 Terms of this Order Form, which include, the Workday SLA and Security Exhibit, the Workday SLA Service Credit Exhibit, and the Data Processing Exhibit, all of which are incorporated herein by reference and/or set forth in Appendix 1 hereto (collectively, the “**SA**”). The parties also agree to the terms in the attached Addendums A, B, C, D, E, F and G. The Workday Learning SKU (if applicable) is also subject to the terms in Addendum C attached hereto (the “**Learning Terms Addendum**”). The Workday Media Cloud SKU (if applicable) is also subject to the terms in Addendum D attached hereto (the “**Media Cloud Terms Addendum**”). Prism Analytics is also subject to the terms in Addendum E attached hereto (the “**PRA Terms Addendum**”). Workday Planning Services related SKUs (if applicable) is also subject to the terms in Addendum F attached hereto (the “**Planning Addendum**”). Workday Innovation Services related SKUs (if applicable) is also subject to the terms in Addendum G attached hereto (the “**IS Terms Addendum**”). For purposes of clarity, the parties understand and agree the “IS Data” and “Media Cloud Content” (as defined in the product specific addenda terms hereunder) are not “Customer Data.” In the event of a conflict between the terms of the DIR CONTRACT NO. DIR-TSO 4242 and the terms of this Order Form (including all attachments hereto), the terms of the DIR CONTRACT NO. DIR-TSO 4242 shall prevail.

NEITHER WORKDAY, INC. NOR ANY OF ITS AFFILIATES IS A PARTY TO THIS ORDER FORM OR ANY OF ITS ATTACHMENTS. CUSTOMER UNDERSTANDS AND AGREES THAT IT IS CONTRACTING DIRECTLY WITH RESELLER AND NOTHING CONTAINED HEREIN IS INTENDED TO CREATE A DIRECT CONTRACTUAL RELATIONSHIP BETWEEN CUSTOMER AND WORKDAY, INC. OR ITS AFFILIATES OR TO CREATE ANY RIGHTS OR REMEDIES OF CUSTOMER AGAINST WORKDAY, INC. OR ITS AFFILIATES. CUSTOMER EXPRESSLY AGREES THAT (I) WORKDAY IS A THIRD PARTY BENEFICIARY TO THIS ORDER FORM AND MAY ENFORCE ANY AND ALL PROVISIONS OF THIS ORDER FORM AGAINST THE CUSTOMER, AND (II) NEITHER CUSTOMER NOR ANY AUTHORIZED PARTY OR OTHER THIRD PARTY IS A THIRD PARTY BENEFICIARY TO ANY AGREEMENT BETWEEN WORKDAY AND RESELLER. RESELLER AND WORKDAY’S PROVISION OF THE WORKDAY SERVICE AND/OR ANY TECHNICAL SERVICES TO CUSTOMER SERVES AS CONSIDERATION FOR CUSTOMER’S OBLIGATIONS IN THESE TERMS.

For the avoidance of doubt, any Technical Services provided by Reseller or its subcontractors (including Workday) will be subject to a separate and independent Technical Services Agreement (as defined in Appendix 1 hereto).

In accordance with the Section 11.1(B) of Appendix A of DIR-TSO-4242, Customer and PTG agree that for disputes not resolved in the normal course of business or as otherwise provided for in Sec. 2251.051 Texas Government Code, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used. In addition to the foregoing, and as it relates specifically to the Workday Service, Customer agrees that continued performance shall not be required during a dispute where Workday (acting in good faith) is seeking or has obtained an injunction due to a Customer’s violation of Workday’s Intellectual Property Rights as set forth herein.

The parties agree that the following product-specific Addenda are hereby added to the Order Form and incorporated herein:

- a. Addendum A – Additional Order Form Terms
- b. Addendum B – Workday Service SKU Descriptions
- c. Addendum C – Workday Learning Additional Terms and Conditions
- d. Addendum D – Workday Media Cloud Additional Terms and Conditions
- e. Addendum E – Workday Prism Analytics Terms and Conditions
- f. Addendum F – Workday Planning Terms and Conditions
- g. Addendum G – Workday Innovation Services Terms and Conditions

Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to [accounting@ptg.com](mailto:accounting@ptg.com).

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Order Form.

**County of Jackson**

**Precision Task Group, Inc.**

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Signature

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Signature

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Name

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Name

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Title

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Date Signed

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Date Signed

## ADDENDUM A ADDITIONAL ORDER FORM TERMS ADDENDUM

**1. General.**

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the Appendix 1, SA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Subscription Rights limits may not be decreased during the Order Term.

**2. FSE Metric Calculation and Worker Category Definitions.**

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

**FSE Calculation Table:**

| Worker Category            | Total Workers | Applicable Percentage | FSE Count    |
|----------------------------|---------------|-----------------------|--------------|
| Full Time Employees        | 1,550         | 100.0%                | 1,550        |
| Part-Time Employees        | 170           | 25.0%                 | 43           |
| Associates                 | 210           | 12.5%                 | 26           |
| Former Workers with Access | 0             | 2.5%                  | 0            |
| <b>Total FSE Count:</b>    | <b>1,930</b>  |                       | <b>1,620</b> |

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Associate” is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. “**Static Records**” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “**Active Records**”.

**3. Additional Metric Definition(s).**

**Additional Metric Definition Table**

|     | <b>Metric</b>                | <b>Definition</b>                                                                                                                                                                     |
|-----|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GM  | Award-Based Invoices Created | Award-based customer invoice, counted on created date regardless of current status (e.g. approved, cancelled)                                                                         |
| TT  | Tracked Worker-Months        | A calendar month with time entered for a worker, regardless of the number of time entries during the month for that worker. Each unique month and worker combination will be counted. |
| EXP | Expense Reports Approved     | Expense report fully approved, counted on first approval date. Subsequent re-approval is not counted again.                                                                           |
| PRO | Purchase Orders Issued       | Purchase order fully issued, counted on first issued date. Subsequent re-issuance of purchase order is not counted again.                                                             |
| INV | Purchase Orders Issued       | Purchase order fully issued, counted on first issued date. Subsequent re-issuance of purchase order is not counted again.                                                             |

**4. Growth and Expansion.**

**A. Annual Reporting Obligation.**

Customer will report to legal@ptg.com no earlier than 90 days and no later than 60 days (“**Annual Reporting Period**”) based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days (“**Count Date**”) prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a “**Reporting Cycle**”). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

**a. FSE Metric Reporting.**

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

**FSE Expansion Table**

| <b>SKU</b>                                                                                                                | <b>Annual FSE Expansion Rate</b> |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table | 488.91                           |
| USP                                                                                                                       | \$65.49                          |
| HCM                                                                                                                       | 81.65                            |

**b. Additional Metric Reporting.**

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer’s full annual entitlement outlined in the Subscription Rights Table.

**Additional Metric Expansion Table:**

| SKU | Additional Metric Increase                  | Annual Expansion Rate for Additional Metric Increase |
|-----|---------------------------------------------|------------------------------------------------------|
| GM  | Total of 1,300 Award-Based Invoices Created | 26,277.48                                            |
| EXP | Total of 4,400 Expense Reports Approved     | 14,850                                               |

**B. Growth Event Reporting Obligation.**

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more (“**Growth Event**”) as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to legal@ptg.com within 30 days of the Growth Event. Customer agrees to pay fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

**5. Renewal.**

Customer may renew its subscription for the Service by notifying Reseller prior to the end of the Order Term and Reseller will generate a new Order Form for a single three-year renewal term (“**Renewal Term**”) at the below pricing:

**Renewal Table**

| Renewal Term Years       | Annual Renewal Subscription Fees                                               |
|--------------------------|--------------------------------------------------------------------------------|
| 1st year of Renewal Term | Base Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))          |
| 2nd year of Renewal Term | Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI)) |
| 3rd year of Renewal Term | Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI)) |

The “**Base Subscription Fee**” means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final Annual Period Subscription Fee. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

**6. Additional Definitions.**

“**CPI**” means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

“**Renewal Term CPI**” means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

“**Innovation Index**” means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday’s efforts and investment in product development and infrastructure.

[Signature Page Follows]



IN WITNESS WHEREOF, this Addendum A is agreed to by the parties below and entered into as of the Order Effective Date.

**County of Jackson**

**Precision Task Group, Inc.**

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Signature

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Signature

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Name

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Name

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Date Signed

**ADDENDUM B  
WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

| Service                       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Core Human Capital Management | Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).                                                                                                                                                                                                                                                       |
| Talent Optimization           | Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service. |
| Help                          | Help includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases. This SKU requires customer to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Cloud Connect for Benefits    | Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Payroll for United States     | Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.                                                                                                                                                                                            |
| Learning                      | Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.                                                                                                                                                                                                                                                              |
| Media Cloud - No Fee | Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.                                                                                                                                                                                                                                         |
| Recruiting           | Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process. |
| Core Financials      | Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments and customer payments via credit card.                                                                                              |
| Grants Management    | Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.                                                                                                                                                                                                                             |
| Financial Planning   | Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.                                                                                                                                                                                                                                                                                                                                               |
| Prism Analytics      | Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.                                                                                                                                                                                                                              |
| Projects             | Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include                                                                                                                                                                                                                                                                                                                                                                                                                        |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Time Tracking | Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.                                                                                                                                                                                                                                                                                                          |
| Expenses      | Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses also includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and support for 'punchout' to suppliers.                                                                                                                                |
| Procurement   | Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers. |
| Inventory     | Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).                                                |

IN WITNESS WHEREOF, this Addendum B is agreed to by the parties below and entered into as of the Order Effective Date.

**County of Jackson**

**Precision Task Group, Inc.**

\_\_\_\_\_  
Signature

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Signature

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Name

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Name

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Date Signed

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Date Signed

## **ADDENDUM C**

### **WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM**

These Workday Learning Additional Terms and Conditions (these “**Learning Terms**”) are subject to and governed by this Order Form (inclusive of the SA and all associated Exhibits) and, except as otherwise set forth herein, apply to Workday Learning. Unless otherwise defined herein, capitalized terms used in these Learning Terms have the same meaning as set forth in the Order Form (inclusive of the SA and all associated Exhibits). The parties agree that these Learning Terms apply exclusively to the use of Workday Learning and do not otherwise amend the terms of the Order Form (inclusive of the SA and all associated Exhibits). Notwithstanding anything to the contrary in the Order Form (inclusive of the SA and all associated Exhibits) and solely with respect to Workday Learning provided hereunder, in the event of a conflict, the provisions of these Learning Terms shall take precedence over provisions of the body of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Customer understands, and the parties agree, that Section 8(A)(I) (“Data Location”) of Section 8 of the DIR Contract No. DIR-TSO-4242 titled “Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts” shall not apply to the Workday Learning Service. Customer acknowledges that Course Content and Media Cloud Content are not Customer Data as defined in the SA.

#### **1. Permitted Scope of Use**

Customer may use Workday Learning only for the internal business purposes of Customer and its Affiliates for training and developing its internal workforce limited to its Employees or Workers having an Active Record in the HCM Service and that are included in the number of FSE Workers in a current Order Form. Learning includes unlimited storage for Media Cloud Content (defined in the Media Cloud Terms Addendum) for Customer’s learning programs and unlimited bandwidth. All use of Media Cloud, both with Learning and with any other Service applications, is subject to the terms and conditions set forth in the Media Cloud Terms Addendum.

#### **2. Course Content**

Workday Learning provides Customer with the opportunity to build and promote to its workforce customized learning programs, lessons, and campaigns created through use of the Workday Learning Service (“Courses”). Courses may include links to or otherwise incorporate Media Cloud Content. Customer is solely responsible for all content of Courses it creates in Workday Learning, including any related Media Cloud Content (“Course Content”). Customer must obtain and maintain all necessary rights, consents, permissions and licenses to transfer, convert, input or upload Course Content into Workday Learning and to publish, broadcast, and otherwise make any such Course Content available to its users. Customer is responsible for obtaining all applicable licenses and authorizations for streaming or displaying Course Content to its users in any and all locations from which Customer’s users access the Workday Service. To the extent Customer is not the sole owner of any Course Content, Customer is solely responsible for complying with the content owner’s applicable terms of use and all Laws applicable to use of such Course Content, both from where Course Content is accessed and where Course Content is displayed. Customer agrees to indemnify and hold harmless Workday, its service providers and subcontractors, and its and their Affiliates, from any losses arising out of or relating to any third-party claim concerning Course Content or Customers’ violation of the applicable Acceptable Use Policies (defined in the Media Cloud Terms Addendum). Customer grants Workday, its service providers and subcontractors, and its and their Affiliates, all right and licenses to access, publish and use Course Content for the purposes of providing the Learning Service and/or to comply with the Laws or requests of a governmental or regulatory body.

#### **3. Additional Support Location for Workday Learning**

Customer understands and agrees that Workday may provide support for Learning from Canada, including access to Customer’s Tenants in connection with such support.

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[Signature Page Follows]

IN WITNESS WHEREOF, this Addendum C is agreed to by the parties below and entered into as of the Order Effective Date.

**County of Jackson**

**Precision Task Group, Inc.**

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Signature

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Signature

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Name

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Name

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Title

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Date Signed

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Date Signed

**ADDENDUM D**  
**WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM**

These Workday Media Cloud Additional Terms and Conditions (“**Media Cloud Terms**”) apply only to Workday’s Media Cloud. Unless otherwise defined, capitalized terms used in these Media Cloud Terms have the same meaning as set forth in the Order Form (inclusive of the SA and all associated Exhibits). These Media Cloud Terms, which are subject to and governed by the Order Form (inclusive of the SA and all associated Exhibits) except as otherwise set forth herein, apply to Media Cloud and Media Cloud Content (as defined below). The parties expressly agree that these Media Cloud Terms apply uniquely to Media Cloud and Media Cloud Content and do not in any way amend the terms of the Order Form (inclusive of the SA and all associated Exhibits). Notwithstanding anything to the contrary in the Order Form (inclusive of the SA and all associated Exhibits) and solely with respect to Workday Media Cloud provided hereunder, in the event of a conflict, the provisions of these Media Cloud Terms shall take precedence over provisions of the body of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Customer understands, and the parties agree, that Section 8(A)(I) (“Data Location”) of Section 8 of the DIR Contract No. DIR-TSO-4242 titled “Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts” shall not apply to the Workday Media Cloud Service. Customer acknowledges that Media Cloud Content is not Customer Data as defined in the SA.

**1. Provision of Media Cloud.** “**Media Cloud**” consists of Workday’s storage, encoding, caching, playback, streaming, and related service components for Media Cloud Content as provided by Workday for customers of the Service. Media Cloud components are hosted or delivered by third party service providers as described on Workday’s Subprocessor List at <https://www.workday.com/en-us/legal/subprocessors.html> (collectively, “**Media Cloud Subprocessors**”). Workday may change its Media Cloud Subprocessors or move portions of Media Cloud into a Workday hosted co-location data center. Workday shall provide prior notice of a change to any Media Cloud Subprocessor through its standard customer communication methods (i.e. Workday’s Subprocessor List, Community posts, etc.). Workday is not required to escrow third-party source code that is used in providing Media Cloud.

**2. Media Cloud Content.** Media Cloud Content is Confidential Information subject to the Appendix 1, SA. “**Media Cloud Content**” means:

- (1) all video, audio, live stream and packaged e-learning content (such as SCORM, AICC, xAPI, CMI-5 or other formats) (referred to herein as “Packaged Media Content”) either (A) uploaded by or for Customer to Media Cloud through any Service application including Workday Drive, (B) recorded or created by or for Customer within a Service application using any Media Cloud features, or (C) auto-generated by Media Cloud in connection with items (1)(A) or (1)(B);
- (2) any images, thumbnails, closed-captions, text transcripts, presentation slides, tracking data, annotations, questions, responses, and other metadata related to any Media Cloud Content listed in Section 2, item (1); and
- (3) all content retrieved by Media Cloud from a third-party API that is either publicly available or for which Customer has obtained and provided valid credentials to the Service to import such content into Media Cloud.

**3. Player for Packaged Media Content.** Workday Media Cloud offers an optional “**Player for Packaged Media Content**”. The Player for Packaged Media Content is not part of the Service and is not covered under Workday’s existing audit reports, security exhibits, data processing terms, or the Workday Customer Audit Program. Workday shall provide support for the Player for Packaged Media Content consistent with Workday’s standard support policy. Customer is licensed to use the Player for Packaged Media Content solely in support of Customer’s use of the Learning Service. “**Packaged Media Content User Interaction Data**” means data relating to user interactions with Packaged Media Content, including but not limited to, start/stop course activity, quiz responses, and interactions with page elements.

**4. Customer Rights and Obligations.** Customer shall use Media Cloud only in connection with authorized use of the Service for the benefit of Customer, its Affiliates, and its Authorized Parties covered under a current

subscription agreement. Customer shall use Media Cloud only in accordance with these Media Cloud Terms. Customer shall: (1) maintain all licenses, consents, rights, permits, and authorizations necessary for transferring, uploading, publishing, broadcasting, streaming and displaying Media Cloud Content in all locations from which Customer's or its Affiliate's users access the Service and for the public use of external sites as referenced above; (2) to the extent Customer is not the sole owner of any Media Cloud Content, comply with the content owner's applicable terms of use; (3) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, the Media Cloud AUPs; (4) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, all Laws applicable to use of Media Cloud Content, both from where Media Cloud Content is accessed and where Media Cloud Content is displayed; and (5) be responsible for the transfer of personal data or other sensitive data to Media Cloud. Customer acknowledges that Media Cloud is not intended for storage or transmission of sensitive personal data or credit card data. Customer shall not upload or transmit Protected Health Information as defined in 45 C.F.R. §160.103 ("PHI") in or to Media Cloud, and Customer shall indemnify and hold Workday, its service providers and subcontractors, and its and their Affiliates, harmless from any losses arising out of or relating to any third-party claim concerning Media Cloud Content or violation of the Media Cloud AUPs by Customer, its Affiliates, Authorized Parties, or its users. Customer acknowledges that content provided by Workday and third parties, as well as content catalog listing information, is not part of the Service, and Customer shall use such content in accordance with the content provider's terms of use and privacy policies.

**5. Media Cloud AUPs.** "Media Cloud AUPs" means Workday's Learning and Media Cloud AUP, which also incorporates by reference Acceptable Use Policies of each applicable Media Cloud Subprocessor. The current version of the Media Cloud AUPs can be found at <https://community.workday.com/aup-learning> and is subject to change at the discretion of Workday and each applicable Media Cloud Subprocessor at any time. Workday may suspend Customer's access to Media Cloud at any time if Workday or a Media Cloud Subprocessor reasonably believes Customer has violated, or intends to violate, the Media Cloud AUPs or these Media Cloud Terms. To the extent practicable, Workday will only suspend Customer's right to access or use the instances, data (including Media Cloud Content), or portions of Media Cloud that caused the suspension. Any such suspension will not be deemed a breach of this Order Form (inclusive of the SA and all associated Exhibits) by Workday. Customer shall cooperate with Workday and its Media Cloud Subprocessors in the investigation of any actual or alleged violation of the Media Cloud AUPs.

**6. Ownership and Reservation of Rights.** As between Workday and Customer, Customer retains all ownership in the Media Cloud Content uploaded to Media Cloud by any Authorized Party of Customer. Notwithstanding the foregoing, Workday or its suppliers retain all ownership in Media Cloud Content that it makes available for Customer use. Workday is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Customer. Workday and its suppliers retain all ownership in all components of Media Cloud. Customer is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Workday.

**7. Security.** Workday shall comply with the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access. Media Cloud leverages a third-party Content Delivery Network ("CDN") to deliver Media Cloud Content to Customer end users. Currently, Media Cloud Content and Packaged Media Content User Interaction Data that traverses through the CDN uses Transport Layer Security (TLS). Media Cloud Content and Packaged Media Content User Interaction Data is not encrypted at rest when temporarily cached in the CDN. Packaged Media Content and other Media Cloud Content will not be considered Customer Data (or equivalent term in the SA).

**8. Data Processing Terms.** All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> (the "Workday Universal DPE").

**9. Support.** Customer acknowledges that (1) Workday may provide support for Media Cloud from Canada and other Workday support locations, including access to Customer's Media Cloud Content in connection with such support and (2) to the extent Customer elects to use any third party tool or website to diagnose and troubleshoot



any issues with Customer’s Media Cloud Content or use of Media Cloud, even if recommended by Workday, Customer will be solely responsible and shall indemnify Workday its service providers and subcontractors, and their Affiliates, against all losses arising out of or relating to Customer’s use of any such third party tool or website.

**10. Media Cloud Term and Termination.** Notwithstanding anything to the contrary in the Agreement or the Order Form (inclusive of the SA and all associated Exhibits) to which this Addendum is attached, unless earlier terminated as provided herein, these Media Cloud Terms shall commence on the Order Effective Date and continue through the end of the term of the Order Form. Unless Customer has a subscription to use the Learning Service, then either party may terminate these Media Cloud Terms by providing formal written notice in accordance with the notice requirements in the Agreement. As of the effective date of termination of these Media Cloud Terms: (1) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (2) Customer will no longer provide any Media Cloud Content; and (3) Workday will delete all of Customer’s Media Cloud Content in a timely manner. Except for Customer’s right to use Media Cloud, the provisions herein will survive any termination or expiration of these Media Cloud Terms. Customer acknowledges that Media Cloud Terms must be in place for Customer to use certain features of other Service applications, such as Learning.

v22.3

IN WITNESS WHEREOF, this Addendum D is agreed to by the parties below and entered into as of the Order Effective Date.

**County of Jackson**

**Precision Task Group, Inc.**

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Signature

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Signature

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Name

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Name

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Date Signed

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**ADDENDUM E**  
**WORKDAY PRISM ANALYTICS TERMS AND CONDITIONS ADDENDUM**

Notwithstanding anything to the contrary in the Agreement and Order Forms (including any statement that the SA terms will prevail in the event of conflict or inconsistency), the parties expressly agree that the terms of this Addendum will apply to Customer's use of Prism Analytics ("**PRA**") and will control over the terms of the Agreement and Order Forms to the extent they conflict with or are not covered by the Agreement or Order Forms.

**1. Scope of Use.**

Customer may use PRA to store and analyze data solely for the internal business purposes of Customer and the internal business purposes of Customer's Affiliates if Customer's subscription for PRA includes Affiliate's Employees. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be used for PCI data.

**2. Calculation of Usage**

Customer's subscription to PRA herein permits Customer to use PRA up to 100M of Published Data Rows for each Tenant (implementation and production tenants). "**Published Data Rows**" are the number of data rows in total datasets designated as "published" (and therefore capable of being reported upon) in the Customer's PRA data catalog. For the purposes of determining compliance with the limit on Published Data Rows, Workday will consider any data row published that exceeds 1000 characters as multiple data rows in 1000 character increments. Published Data Rows are measured separately for each Tenant. Workday shall provide Customer with detailed instructions on how to monitor Customer's own usage in PRA and how to manage Published Data Rows. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data in order to keep its usage of PRA below the Published Data Rows limits set forth above, or Customer may purchase additional capacity (PRACUs, as defined below) for use in Customer's Tenant which expands the allowable Published Data Rows. Customer's "**Data Limit**" for each Tenant is the sum of the limit set forth above and all current applicable Capacity Unit subscriptions purchased by Customer for such Tenant. Workday reserves the right to monitor the number of Published Data Rows by Tenant used by Customer, and if at any time Customer exceeds its Data Limit applicable to Published Data Rows for a particular Tenant, then Customer may experience reduced performance of the Tenant. If Customer continues to exceed its Data Limit for more than thirty (30) days after receiving a notification from Workday of such overage, through Workday's customer care offering or other reasonable means, then Workday will (i) require Customer to enter into a new Order Form at a prorated amount based on the fees per PRACU set forth in this Order Form, for the applicable number of additional PRACUs necessary to cover the difference between the measured usage and Customer's current Data Limit for that Tenant, or (ii) limit the addition of data to the Tenant and the number of data rows that may be published. A Capacity Unit will increase Customer's current Data Limit for the applicable Tenant for the entirety of the remainder of the applicable Order Term. Pricing of Capacity Units is dictated by the terms set forth herein.

**3. Workday Prism Analytics Capacity Units ("PRACU").**

Each PRACU will increase the allowable Published Data Rows for a particular Tenant by an additional 100M of Published Data Rows with an annual fee of \$43,200 USD per PRACU for each Year (fees for any partial Year of the Order Term will be prorated, on a monthly basis, based on such annual fee). A PRACU term begins on the PRACU Order Effective Date and ends on the last day of the then-current Order Term for Prism Analytics. PRACU charges will be invoiced in accordance with the Agreement. An Order Form will be required for the purchase of any PRACUs.

[Signature Page Follows]

IN WITNESS WHEREOF, this Addendum E is agreed to by the parties below and entered into as of the Order Effective Date.

**County of Jackson**

**Precision Task Group, Inc.**

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Signature

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Signature

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Name

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**ADDENDUM F**  
**WORKDAY ADAPTIVE PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM**

These Planning Additional Terms and Conditions (“**Planning Terms**”) supplement and amend the Order Form (inclusive of the SA and all associated Exhibits) only for the Planning SKU(s) listed on this Order Form (“**PLNSKU**”) and do not amend the terms of the Order Form (inclusive of the SA and all associated Exhibits) for other SKUs purchased by Customer under the Order Form. Unless otherwise defined, capitalized terms used in these Planning Terms have the same meaning as set forth in the Order Form (inclusive of the SA and all associated Exhibits). Once executed, this Order Form will supersede and replace any prior Subscription Agreement or Order Form related to a Planning SKU between Customer and either Reseller, Workday or Adaptive Insights.

The parties agree that these Planning Terms apply exclusively to the use of the PLNSKU. Notwithstanding anything to the contrary in DIR Contract No. DIR-TSO-4242 or the SA and all associated Exhibits and solely with respect to the PLNSKU, in the event of a conflict, the provisions of these Planning Terms shall take precedence over provisions of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Additionally, Customer understands and agrees that:

- (i) as it relates to the PLNSKU only (for Financial Planning and Workforce Planning), the parties agree that under Section 8 of the DIR Contract No. DIR-TSO-4242 titled “Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.”, the following modified language hereby applies in lieu of the existing language in Section 8(A)(I) (“Data Location”): “Except as expressly detailed below in this section entitled Data Location, and regardless of any other provision of this Contract or its incorporated or referenced documents, whenever Vendor or Workday handle or access any Customer Data, or any derivatives from it, all of such data and derivatives shall remain, and only be accessed, always and exclusively within and from the contiguous United States (CONUS). Notwithstanding the immediately foregoing provision, Vendor and Workday (including its subprocessors) may provide operational support and customer service from its facilities outside of CONUS, provided that access to Customer Data and derivatives from it is limited to the types, amounts, and duration necessary to provide such service. CUSTOMERS SHOULD EVALUATE THEIR SPECIFIC SECURITY NEEDS AND WHETHER VENDOR’S ASSETS, SERVICES, AND PRACTICES SATISFY THEM.”
  - (ii) as it relates to the PLNSKU only (for Financial Planning and Workforce Planning), the parties agree that “Appendix A, Section 6. Product Terms and Conditions” of the DIR Contract does not apply to the PLNSKU. Instead, Customer acknowledges that Workday will make good faith, commercially reasonable efforts to develop an Accessibility roadmap for the foregoing products that align with Workday’s current product development approach for Accessibility generally. In addition, at Customer’s request during the Term, Workday agrees to meet with Customer to discuss Workday’s ongoing plans regarding Accessibility and Workday’s product plans. Customer will submit a meeting request through Workday’s support case management system and Customer and Workday will meet to discuss.
1. **Documentation.** The Documentation for PLNSKU (<https://adaptiveplanning.doc.workday.com>) applies in lieu of any other Workday Documentation.
  2. **Support.** Support for PLNSKU is provided as set forth in the SLA for Planning (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>). Unless otherwise stated in the Workday Service SKU Descriptions Addendum included in this Order Form, 24x7 Support (formerly “Premier Support”) will apply. The Workday SLA does not apply to PLNSKU.
  3. **Planning Instances and Administrators.**
    - (a) PLNSKU uses Planning Instances for Customer Data rather than Customer’s Tenant. A “**Planning Instance**” is a unique instance of the Service with a separate set of Customer Data held in a logically separated database (i.e. a database segregated through password-controlled access) that Customer may link to other Planning Instances. Following Customer retrieval of data, Workday shall, unless legally prohibited, delete all Customer Data by deleting Customer’s Planning Instance consistent with the Tenant deletion terms in the Order Form (inclusive of the SA and all Exhibits).

- (b) PLNSKU uses Administrators. **“Administrators”** mean those Authorized Party users who are designated by Customer to have administrative rights to Customer’s account for the Service, whereby such users will be responsible for administering and controlling access to and use of the Service by other Authorized Parties.
- 4. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit and Universal Data Processing Exhibit (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>) shall govern PLNSKU. PLNSKU is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit.
- 5. **Subprocessor List. “Subprocessor List”** means the list (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU.
- 6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Workday Adaptive Planning or successor third-party audit report (**“Planning SOC2”**). For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. All background checks will be conducted pursuant to the Planning SOC2. PLNSKU has separate ISO 27001, ISO 27018, and ISO 27701 certifications that apply in lieu of Workday ISO certifications.
- 7. **Protected Information.**
  - (a) Customer acknowledges that PLNSKU is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Customer Data.
  - (b) **“Protected Information”** means, to the extent any of the following relates to an identified or identifiable natural person, (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer; (ii) Cardholder Data, as described in the Payment Card Industry data security standards; or (iii) special categories of personal data regulated under Article 9 of the General Data Protection Regulation.

v22.3

IN WITNESS WHEREOF, this Addendum F is agreed to by the parties below and entered into as of the Order Effective Date.

**County of Jackson**

**Precision Task Group, Inc.**

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Signature

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Signature

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**ADDENDUM G**  
**WORKDAY INNOVATION SERVICES TERMS AND CONDITIONS ADDENDUM**

These Workday Innovation Services Terms and Conditions (these “**IS Terms**”) are subject to and governed by the Appendix 1, SA, of the Order Form (the “**SA**”), and, except as otherwise set forth herein, apply to all Innovation Services (each, an “**Innovation Service**” and, collectively, “**Innovation Services**”) offered by Workday. Unless otherwise defined herein, capitalized terms used in these IS Terms have the same meaning as set forth in the Order Form (inclusive of the SA and all associated Exhibits). The parties agree that these IS Terms apply exclusively to the use of Innovation Services and IS Data (each as defined below) and do not otherwise amend the terms of the Order Form (inclusive of the SA and all associated Exhibits). Customer understands, and the parties agree, that the restrictions set forth in Section 8(A)(I) (“Data Location”) of Section 8 of the DIR Contract No. DIR-TSO-4242 titled “Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts” shall not apply to the Innovation Services. Notwithstanding anything to the contrary in the Order Form (inclusive of the SA and all associated Exhibits) and solely with respect to the Innovation Services provided hereunder, in the event of a conflict, the provisions of these IS Terms shall take precedence over provisions of the body of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Additionally, Customer understands and agrees that “Appendix A, Section 6. Product Terms and Conditions” of the DIR Contract does not apply to any Innovation Services dependent SKUs. Instead, Customer acknowledges that Workday will make good faith, commercially reasonable efforts to develop an Accessibility roadmap for the foregoing products that align with Workday’s current product development approach for Accessibility generally. In addition, at Customer’s request during the Term, Workday agrees to meet with Customer to discuss Workday’s ongoing plans regarding Accessibility and Workday’s product plans. Customer will submit a meeting request through Workday’s support case management system and Customer and Workday will meet to discuss.

**1. For Purposes of these IS Terms:**

“**Customer Results**” means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data; provided that Workday Results shall never be classified as Customer Results;

“**Workday Results**” means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data that has undergone processing by Workday such that it can no longer be used to identify, directly or indirectly Customer or any natural person using means reasonably likely to be used by Workday, Customer or any other person; and

“**Results**” means, collectively, Customer Results and Workday Results.

**2. Innovation Services.** Subject to these IS Terms and the applicable service description posted on Workday’s Community site (each, a “**Service Description**”), Customer may access and use Innovation Services to enhance and optimize Customer’s experience with the Service (or such equivalent term in the Appendix 1, SA). Customer determines which Innovation Service(s) to participate in by actively enabling such Innovation Service(s) inside its Tenant (“**IS Enablement**”). Unless otherwise indicated in a Service Description or agreed in an Order Form, all Innovation Services are part of the Service, will be delivered with no additional fees to the Customer, and will be provided in English only. For clarity, these IS Terms apply to all Innovation Services, including but not limited to (a) those purchased under an order form and (b) those delivered with no additional fees and enabled in Customer’s Tenant.

**3. Innovation Services Data.** In these IS Terms, the data that Customer provides to Innovation Services is referred to as “**IS Data**”. An explanation of what IS Data must be contributed in order to utilize a specific Innovation Service is included in the applicable Service Description. IS Data is not considered Customer Data (or such equivalent term in the Appendix 1, SA) but will be protected as Confidential Information under the Appendix 1, SA, and protected as described in these IS Terms, the Workday Universal Security Exhibit, and the Workday Universal DPE. IS Data will be used by Workday only in accordance with the applicable Service Description, these IS Terms, and the Appendix 1, SA. Customer has no obligation to contribute IS Data but Customer’s right to participate in any specific Innovation Service(s) and receive Results (as defined above) is

conditioned on Customer contributing IS Data. Customer can stop contributing IS Data at any time through the IS Enablement process (by disabling a specific Innovation Service).

4. **Workday Obligations.** Workday shall not use IS Data except to (i) provide and improve Innovation Services, (ii) generate Results, (iii) prevent or address service or technical problems, and (iv) verify Service Improvements, each in accordance with these IS Terms and the Documentation (as defined in the Appendix 1, SA), or in accordance with Customer's instructions.
5. **Customer Obligations.** Customer is responsible for obtaining and verifying it has all authorizations, consents, and rights necessary to utilize Innovation Services and contribute IS Data in accordance with these IS Terms, each Service Description and applicable Law. Customer shall not contribute IS Data that contains Protected Health Information as defined in 45 C.F.R. §160.103 ("**PHI**") if such contribution is prohibited under the applicable Service Description.
6. **Proprietary Rights and Licenses.**
  - 6.1. Subject to these IS Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use the Innovation Services, including, if applicable, any third-party content Workday makes available to Customer through any Innovation Service ("**IS Content**") and Results, solely for the internal business purposes of Customer and its Affiliates, to the extent included in Customer's current subscription to Service applications.
  - 6.2. Subject to these IS Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the Workday Universal DPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import, and format IS Data for the purposes set forth in the Workday Obligations Section above. As between the parties, Customer owns all IS Data and Customer Results and Workday and its licensors own the Innovation Services, IS Content, and all Workday Results.
7. **Security.** For each Innovation Service, Workday has implemented and will maintain appropriate technical and organizational measures designed to protect IS Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to, as set forth in the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the "**Workday Universal Security Exhibit**") which is incorporated into these IS Terms by this reference. Unless otherwise set forth in a Service Description, Innovation Services are not in scope for Workday's third-party audit reports (i.e., SOC1, SOC2, ISO Certification).
8. **Data Processing Terms.** All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the "**Workday Universal DPE**") which is incorporated into these IS Terms by this reference.
9. **Deletion of IS Data.** At its discretion, Customer may elect to stop contributing IS Data at any time by disabling specific Innovation Service(s) through the IS Enablement process or through Data Selection (as set forth in any applicable Service Description). In the event Customer disables Innovation Service(s) through the IS Enablement process, Workday will delete any such IS Data within thirty (30) days subject to any return or retrieval rights set forth in a Service Description.
10. **Term, Termination, Suspension.** Notwithstanding anything to the contrary in the Agreement or the Order Form (inclusive of the Appendix 1, SA, and all associated Exhibits) to which this Addendum is attached, unless earlier terminated as provided herein, these IS Terms shall commence on the Order Effective Date and continue through the end of the term of the Order Form, during which Customer will have an active subscription to Innovation Services. Unless otherwise set forth in a Service Description and excluding Innovation Services that are required for a SKU which Customer has purchased, Workday may terminate any Innovation Service for convenience by providing at least thirty (30) days' prior notice which may be provided by a general announcement via Community. Customer may terminate its use of any Innovation Service for convenience at

any time by disabling such Innovation Service through IS Enablement or Customer may terminate these IS Terms by providing Workday with formal written notice pursuant to the Agreement with a copy by email to legal@ptg.com and legal@workday.com, and such notice will be effective thirty (30) days after Workday's receipt of the notice. Customer understands and agrees that in the event Customer has purchased a SKU which requires Innovation Services capabilities, termination of these IS Terms will not result in a refund of fees paid or nonpayment of fees payable for the applicable SKU. Upon any termination of an Innovation Service, as of the effective date of such termination, Customer may no longer have access to such Innovation Service, and related IS Data and Results. Workday may suspend Customer's access to any Innovation Service at any time in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Innovation Service.

**11. Miscellaneous.** No uncured breach of these IS Terms by either party will give rise to a termination right under the Agreement. Workday is not required to escrow third party source code that is used in the Innovation Services. Workday may modify Service Descriptions from time to time provided that Workday does not materially diminish the applicable security and privacy commitments as set forth in these IS Terms. Workday will provide notice of any change to a Service Description through Community and any change will not go into effect until thirty (30) days after such notice.

v21.10

IN WITNESS WHEREOF, this Addendum G is agreed to by the parties below and entered into as of the Order Effective Date.

**County of Jackson**

**Precision Task Group, Inc.**

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Signature

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Signature

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## APPENDIX 1 SA

These terms of use (this “SA”, and with any other addenda attached to or referenced in Customer’s order form with Reseller, collectively, these “Terms”) apply to your use of the Workday Service as provided through Reseller. Orders for Technical Services shall be made by entering into Statement(s) of Work under the Technical Services Agreement. Customer expressly agrees that neither Customer nor any Authorized Party is a third-party beneficiary to any agreement between Workday and Reseller. Reseller and Workday’s provision of the Workday Service to Customer serves as consideration for Customer’s obligations in these Terms.

### 1. Customer’s Use of the Workday Service.

**1.1 Customer Obligations.** Customer is responsible for all Authorized Party use of the Workday Service and compliance with these Terms. Customer shall: (i) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (ii) prevent unauthorized access to, or use of, the Workday Service, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (v) use the Workday Service in violation of applicable Laws; (w) in connection with the Workday Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (x) send or store Harmful Code in connection with the Workday Service; (y) interfere with or disrupt performance of the Workday Service or the data contained therein; or (z) attempt to gain access to the Workday Service or its related systems or networks in a manner not set forth in the Documentation. Customer agrees that the Workday Service will be made available solely in accordance with the Documentation.

**1.2 Support.** Customer will receive support of the Workday Service in accordance with the Workday Production Support and Service Level Availability Policy, which may be updated by Workday from time to time. A copy of the Workday Production Support and Service Level Availability Policy in effect as of the date of the date of your agreement with the Reseller is attached hereto as Exhibit A. In the event that Workday fails to meet its uptime or response time service level goals, Customer may be entitled to compensation from Reseller in accordance with its Contract with Reseller. Customer will have a designated number of Named Support Contacts to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests.

### 2. Proprietary Rights.

#### 2.1 Rights Related to the Workday Service.

- (a) License Grant and Reservation of Rights. Workday has granted Reseller a non-exclusive right to resell the Workday Service to Customer and to provide Customer with direct access to the features of the Workday Service and to sublicense to Customer the rights necessary to utilize the Workday Service during the applicable contract term. Subject to and conditioned on Customer’s and all Authorized Parties’ continued compliance with DIR Contract No. DIR-TSO-4242 and these Terms, Customer (on behalf of itself and its Authorized Parties) is hereby granted (and accepts) a non-exclusive, non-transferable, right during the Term to use the Workday Service solely for its internal business purposes within the scope of use defined in the Contract and in accordance with these Terms, the applicable Order Form, and the Documentation. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Workday Service, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly set forth herein.
- (b) Restrictions. Customer shall not (i) modify, copy or create any derivative works based on the Workday Service; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Workday Service available to any third party, other than to Authorized Parties as permitted herein; (iii) frame or mirror any content forming part of the Workday Service, other than on Customer’s own intranets for its own internal business purposes as permitted in these Terms; (iv) reverse engineer or decompile any portion of the Workday Service, including but not limited to, any software utilized by Workday in the provision of the Workday Service, except to the extent required by applicable Law; (v) access the Workday

Service in order to build any commercially available or competitive product or service; or (vi) modify, copy or create derivative works of any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding the above, Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

- (c) Customer Input. Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Workday Service any Customer Input. Workday shall have no obligation to make any Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

### **3. Customer Data Protection and Security.**

Workday designs its Workday Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer represents that it understands that its use of the Workday Service and compliance with any terms hereunder does not constitute specific compliance with any Law. Customer represents that it understands that it has an independent duty to comply with any and all Laws applicable to it. Workday's data protection practices are described in its *Security Exhibit* and *Data Processing Exhibit*, copies of which (current as of the date written thereon) are attached hereto and which may be updated by Workday from time to time without any material degradation in the overall level of protection. Workday also engages a third party auditor to produce annual SOC1 and SOC2 reports; such reports are available to Customer upon request. If Customer believes that there has likely been a Security Breach it must promptly notify Workday, in any case within 48 hours of Customer's initial discovery of such Security Breach. Additionally, Customer will reasonably assist Reseller and Workday, in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Customer shall bear the costs of such remediation or mitigation to the extent the Security Breach was caused by it. Customer's potential recovery in the event of such breaches is as set forth in its Contract with Reseller.

### **4. Warranty Disclaimer.**

CUSTOMER WILL RECEIVE ITS WARRANTIES RELATING TO THE WORKDAY SERVICE AND/OR ANY PROFESSIONAL SERVICES, IF ANY, DIRECTLY FROM RESELLER UNDER THE CONTRACT. EXCEPT AS MAY BE PROVIDED UNDER THE CONTRACT, THE WORKDAY SERVICE AND PROFESSIONAL SERVICES ARE PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS. WORKDAY MAKES NO WARRANTIES WHATSOEVER TO CUSTOMER OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WORKDAY SERVICE, ANY PROFESSIONAL SERVICES, AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE WORKDAY SERVICE OR PROFESSIONAL SERVICES WILL BE ERROR FREE OR UNINTERRUPTED.

### **5. Limitation of Liability.**

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10.L. OF DIR CONTRACT NO. DIR-TSO-4242.

### **6. Confidentiality.**

Workday's agreement with Reseller obligates Workday to protect the Confidential Information of Customer in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care. Customer Data is subject to the additional confidentiality protections found in the Workday Security Exhibit (contained in Exhibit A attached hereto) and the Data Processing Exhibit (attached hereto as Exhibit C). Customer shall not disclose or use any Workday Confidential Information for any purpose outside the scope of these Terms, except with Workday's prior written permission. Customer agrees to protect Workday Confidential Information in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable standard of care). If Customer is compelled by Law to disclose Workday Confidential Information, it shall promptly provide Reseller and Workday with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. If Customer discloses or uses (or threatens to disclose or use) any Workday Confidential Information in breach of confidentiality obligations hereunder, Workday shall have the right, in addition to any other

remedies available, to injunctive relief to enjoin such acts, it being acknowledged Customer that any other available remedies are inadequate.

**7. Indemnification.**

Indemnification shall be handled in accordance with Appendix A, Section 10.A. of DIR Contract No. DIR-TSO-4242.

**8. Assignment.**

Assignments shall be handled in accordance with Appendix A, Section 4.D. of DIR Contract No. DIR-TSO-4242.

**9. Term and Termination.**

Terminations shall be handled in accordance with Appendix A, Section 11.B. of DIR Contract No. DIR-TSO-4242.

**9.1 Right to Suspend or Terminate the Workday Service.** Reseller or Workday may suspend access to the Workday Service if undisputed invoices are thirty (30) days overdue. In addition, each of Customer, on the one hand, and Reseller or Workday, on the other hand, may terminate the Workday Service in the event of an undisputed material breach is not cured within thirty (30) days after notice by a party of these Terms.

**9.2 Effect of Termination.** Upon termination or expiration of these Terms, (i) all rights and licenses granted hereunder shall immediately terminate except that Workday will continue to provide the Service for the term of any Order Forms executed prior to the date of termination, unless such Order Forms are earlier terminated as provided therein; and (ii) Customer shall permanently delete all Workday Confidential Information following the termination of the applicable Order Form within a reasonable period of time.

**10. Governing Law.**

These Terms shall be governed exclusively by the internal laws of the State of Texas, without regard to its conflicts of laws rules.

**11. Entire Agreement.**

DIR Contract No. DIR-TSO-4242 and these Terms constitute the entire agreement with respect to use of the Workday Service and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the use of the Workday Service. No modification, amendment, or waiver of any provision of these Terms shall be effective unless made in accordance with Appendix A, Section 4.B., to DIR Contract No. DIR-TSO-4242. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

**12. Definitions.**

**“Authorized Party(ies)”** means Customer’s and its Affiliates’ Employees, and third party providers who are bound by these Terms and authorized by Customer to access or receive Customer Data (i) in writing, (ii) through the Workday Service’s security designation, or (iii) by system integration or other data exchange process.

**“Contract”** means the agreement between Customer and Reseller under which the Workday Service will be provided to Customer.

**“Customer Data”** means the electronic data or information submitted by Customer to the Workday Service.

**“Customer Input”** means suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Employees and Authorized Parties relating to the operation or functionality of the Workday Service.

**“Deliverables”** means the training, specifications, configurations, implementation, data conversions, workflow, custom developed programs, performance capabilities, and any other activity or document to be completed during the course of Professional Services for delivery to Customer.

**“Documentation”** means Workday’s electronic and documentation, which may be updated by Workday from time to time, and which is incorporated into these Terms by this reference.

**“Employee”** means the Customer’s employees, consultants, contingent workers, independent contractors, and retirees whose active business record(s) are or may be managed by the Workday Service. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees.

**“Force Majeure”** is defined in Appendix A, Section 11.C. to DIR Contract No. DIR-TSO-4242.

**“Generally Available”** means Workday’s general release of the Workday Service to Customers for use in Production.

**“Harmful Code”** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**“Improvements”** means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Workday Service or Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

**“Intellectual Property Rights”** means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws, and all moral rights related thereto.

**“Law”** means any applicable law applicable to a respective party.

**“Production”** means the Customer’s or an Employee’s use of or Workday’s written verification of the availability of the Workday Service (i) to administer Employees; (ii) to generate data for Customer’s books/records; or (iii) in any decision support capacity.

**“Schedule”** means an agreement between the parties, substantially in the form of the Exhibit A (Statement of Work) attached to the Appendix D Services Agreement, executed by the Parties that describes the Professional Services to be performed by Workday pursuant to the Appendix D Services Agreement.

**“Security Breach”** means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a “Security Breach” for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

**“Technical Services”** means Workday’s implementation, configuration or consultancy service offerings in relation to the Workday Service, as further described in the Appendix D Services Agreement.

**“Workday Confidential Information”** means (i) any software utilized by Workday in the provision of the Workday Service and its respective source code; and (ii) Workday business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by Workday as “confidential” or “proprietary” or that Customer knows or should reasonably know is confidential or proprietary. Workday Confidential Information shall not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the Workday; (x) was known by Customer prior to its disclosure without breach of any obligation to Workday; (y) was independently developed by Customer without breach of any obligation owed to Workday; or (z) is received from a third party without breach of any obligation owed to Workday.

**“Workday Service”** means Workday’s software-as-a-service consisting of a limited, non-exclusive, personal, and nontransferable subscription term license to access the service described in the Documentation pursuant to these Terms and for the period set forth in the Agreement. For each Customer, the Workday Service is limited only to those components for which a subscription license has been granted and fees have been paid.

IN WITNESS WHEREOF, this Appendix 1 is agreed to by the parties below and entered into as of the Order Effective Date.

**County of Jackson**

**Precision Task Group Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**EXHIBIT A**  
**WORKDAY PRODUCTION SUPPORT AND SERVICE LEVEL AVAILABILITY (SLA)**  
**POLICY AND UNIVERSAL SECURITY EXHIBIT**

**UNIVERSAL SECURITY EXHIBIT**

**Exhibit B**  
**SLA SERVICE CREDIT EXHIBIT**

If, in any rolling six-month period, Workday fails to meet the monthly Service Availability or Service Response commitments described in the SLA (a "Failure"), Customer may request to Reseller the following remedies no later than six months after the applicable Failure occurs: (1) a meeting to discuss possible corrective actions for the first Failure; (2) a 10% Service Credit for a second Failure; (3) a 20% Service Credit for a third Failure; and (4) 30% Service Credit for a fourth Failure. In this Agreement, "Service Credit" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Reseller shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this section are the Customer's exclusive remedies for any Failure. The remedies in this section are the Customer's exclusive remedies for any Failure. For clarity, the parties understand and agree that the remedies specified relate solely to failure by Workday to meet the Service Availability or Service Response minimums as set forth in this Section and no other breaches of the Agreement or Order Form (inclusive of its Appendix 1 SA, exhibits and addenda).



**Exhibit C**  
**WORKDAY DATA PROCESSING EXHIBIT**

**ORDER FORM # P362641  
TO DIR CONTRACT NO. DIR-TSO 4242 ("AGREEMENT")  
TRAINING**

|                                 |                                                                    |
|---------------------------------|--------------------------------------------------------------------|
| <b>Reseller Name</b>            | Precision Task Group, Inc. or PTG (hereinafter, the "Reseller")    |
| <b>Customer Name</b>            | County of Jackson                                                  |
| <b>Workday Entity Name</b>      | Workday, Inc.<br>6110 Stoneridge Mall Road<br>Pleasanton, CA 94588 |
| <b>Agreement Effective Date</b> | December 14, 2019                                                  |
| <b>Order Effective Date</b>     | The later of the dates beneath the parties' signatures below       |
| <b>Order Term</b>               | September 19, 2022 through September 18, 2024                      |
| <b>Currency</b>                 | USD                                                                |
| <b>Total Training Fees</b>      | 115,913                                                            |

| <b>Payment #</b> | <b>Payment Due Date</b>                                                  | <b>Payment Amount</b> |
|------------------|--------------------------------------------------------------------------|-----------------------|
| 1                | Due in accordance with the Agreement, invoiced upon Order Effective Date | 92,866                |
| 2                | Due on first anniversary of the Order Term start date                    | 23,047                |
|                  | Total Payment Amount                                                     | 115,913               |

| <b>SKU</b> | <b>Training Offering</b>                         | <b>Price Per Unit</b> | <b>Quantity</b> | <b>Term</b> | <b>Total Training Fees</b> |
|------------|--------------------------------------------------|-----------------------|-----------------|-------------|----------------------------|
| AK         | Adoption Kit -- Package                          | 2,897                 | 1               | 2           | 5,793                      |
| LODHCM10   | Learn On-Demand – HCM Library 10 Initial Users   | 2,519                 | 1               | 2           | 5,038                      |
| LODHCM5    | Learn On-Demand – HCM Library 5 Additional Users | 630                   | 1               | 2           | 1,259                      |

| SKU         | Training Offering                                                                 | Price Per Unit | Quantity                 | Term                | Total Training Fees |
|-------------|-----------------------------------------------------------------------------------|----------------|--------------------------|---------------------|---------------------|
| LODPAY10    | Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users          | 2,519          | 1                        | 2                   | 5,038               |
| LODPAY5     | Learn On-Demand – Payroll/Absence/Time Tracking Library 5 Additional User         | 630            | 1                        | 2                   | 1,259               |
| LODFIN10    | Learn On-Demand – Financials Library 10 Initial Users                             | 2,519          | 1                        | 2                   | 5,038               |
| LODFIN5     | Learn On-Demand – Financials Library 5 Additional Users                           | 630            | 1                        | 2                   | 1,259               |
| LODTECH10   | Learn On-Demand – Cross-Application Technology Library 10 Initial Users           | 2,519          | 1                        | 2                   | 5,038               |
| LODTECH5    | Learn On-Demand – Cross-Application Technology Library 5 Additional Users         | 630            | 1                        | 2                   | 1,259               |
| LODPLNTRN10 | Learn On-Demand – Adaptive Planning - Administrator Training Kit 10 Initial Users | 7,556          | 1                        | 2                   | 15,113              |
|             |                                                                                   |                |                          | Total Training Fees | 46,093              |
| SKU         | Training Offering                                                                 | Price Per Unit | Quantity                 | Total Training Fees |                     |
| TC          | Training Credits -- Package                                                       | 665            | 105                      | 69,820              |                     |
|             |                                                                                   |                | Total (TC) Training Fees | 69,820              |                     |

| Customer Contact Information                                                  | Billing, In Care of                                     |
|-------------------------------------------------------------------------------|---------------------------------------------------------|
| Contact Name                                                                  | Lisa Honn                                               |
| Street Address<br>City/Town, State/Province/Region Zip/Postal Code<br>Country | 415 East 12 <sup>th</sup> Street, Kansas City, MO 64106 |
| Phone/Fax #                                                                   | 816-881-3160                                            |
| Email (Required)                                                              | lhonn@jacksongov.org                                    |

This Order Form is entered into as of the Order Effective Date listed above, and subject to and governed by the Agreement and the attached Addendum A, Additional Terms Applicable to Training, incorporated herein by reference, for Reseller to resale the Workday Training Offerings hereunder. The parties further agree to the attached Addendum A, Additional Terms Applicable to Training. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries can be directed to [accounting@ptg.com](mailto:accounting@ptg.com).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

**County of Jackson**

**Precision Task Group, Inc.**

|                      |                      |
|----------------------|----------------------|
| _____<br>Signature   | _____<br>Signature   |
| _____<br>Name        | _____<br>Name        |
| _____<br>Title       | _____<br>Title       |
| _____<br>Date Signed | _____<br>Date Signed |

**Addendum A**  
**Additional Terms Applicable to Training**

- 1. Training Terms.** Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility (subject to subpart 3 below), or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, pricing for purchase of a single Training Credit shall apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday's current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee. Because Training Credits do not expire and sales of Training Credits are used, in part, to project training staffing needs, Workday reserves the right to decline to sell Training Credits grossly in excess of a Customer's anticipated need. Any conversion of unused Training Credits to credits used against professional services uses the price paid for the Training Credits against the then-current prices for the professional services against which the credits are applied.
- 2. Training Credit Bulk Purchase Option.** Workday's discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. Rates are as shown in Reseller's Texas DIR Pricing.
- 3. On-Site Training Terms.** On-site training at Customer's site is subject to Workday's approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.
- 4. "LOD" " Learn On-Demand Terms.** The first Learn On-Demand SKU of each Library purchased by Customer is for ten (10) Named Users. Each 5 Additional Users SKU is for five (5) additional Named Users for the stated Library. A Library is a bundle of specific, related training concepts. Library offerings currently include: (i) HCM, (ii) Cross Application Technology, (iii) Financials, (iv) Workday Payroll, and (v) Education & Government. A Named User is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above.

- 5. Adoption Kit Terms.** The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit subscription term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit subscription term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to Workday's underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer's own efforts or suggestions received from any source other than Workday, that relate to the Adoption Kits (Adoption Kit Improvements). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the End User Terms and Conditions. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit Improvements should Workday create similar materials independently.
- 6. Miscellaneous Training Terms.** Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the End User Terms and Conditions. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. A SOW for training is non-cancelable and associated fees are non-refundable and non-transferable. Customer will pay for all classroom and virtual training courses attended by Customer's Employees and Customer's Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.

## Services Agreement for Workday Technical Services

This Appendix D Services Agreement for Workday Technical Services (this “**Agreement**”), dated as of September 19, 2022 (the “**Effective Date**”), is by and between Precision Task Group, Inc., a Texas corporation, with offices at 9801 Westheimer Road, Suite 803, Houston, Texas 77042 (“**Vendor**”) and Jackson County, with its address at 415 East 12<sup>th</sup> Street, Kansas City, MO 64106 (“**Customer**” and together with Vendor, the “**Parties**”, and each a “**Party**”). This Agreement is entered into under the terms and conditions of the DIR Contract DIR-TSO-4242 (“**DIR Contract**”), which are incorporated herein by reference.

WHEREAS Vendor is a reseller of certain Workday products and technical services under the DIR Contract;

WHEREAS Customer desires to retain Vendor to provide certain technical services, and Vendor is willing to perform such services under the terms and conditions of DIR Contract No. DIR-TSO-4242 and those hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor and Customer agree as follows:

### 1. Services.

1.1 Vendor and Workday Obligations. Vendor shall resell Workday Technical Services (“**Services**” or “**Technical Services**”) for its subcontractor, Workday, Inc. or other applicable and DIR approved subcontractor (*referred to as* “**Workday**” or “**Workday Subcontractor**” while Workday, Inc. *shall individually be referred to as* “**Workday, Inc.**”), to perform the Services in the form, type and manner provided in one or more statements of work that refer to this Agreement and upon execution by the parties are made a part hereof (each a “**Statement of Work**” or “**SOW**”).

1.2 Customer Obligations. Customer shall use the Services solely for its internal business purposes in accordance with the Statement of Work and not for the benefit of any third parties.

1.3 Change of Scope. During a project in a Statement of Work, new information may surface that may necessitate a change in business requirements resulting in a change in project scope, the estimated level of effort, project timeline, or the software’s features. Upon Customer’s request, such changes, and the associated fees for additional Technical Services to be provided, will be described in a document (a “**Change Order**”). Due to the complexity of some project Change Orders, Vendor may bill the Customer for the time required to scope and estimate the requested change by Workday Subcontractor. Vendor will advise Customer of the cost estimate if such a charge will apply. A completed Change Order includes the requested change, the impact on the current engagement under the applicable Statement of Work, and the estimated resources and time to complete the Technical Services for the work described in the Change Order. Vendor, either directly or through Workday Subcontractor,



will submit the Change Order to Customer for review and approval. Proposed Change Orders will remain valid for a period of ten (10) business days from the date of submission. If Customer does not approve the Change Order within the ten (10) business days, and Vendor has not extended the period of validity in writing, the Change Order will automatically expire. Upon receipt of written approval by Vendor, Workday Subcontractor will begin performing the Technical Services described in the Change Order according to the agreed-upon schedule under the applicable Statement of Work as may be modified by the Change Order.

1.4 Cooperation. Customer will cooperate with Vendor and Workday Subcontractor, will provide Vendor and Workday Subcontractor such assistance as Vendor and Workday Subcontractor may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the pertinent Statement of Work, including performing its obligations in accordance with any schedule set forth in a Statement of Work. Customer will appoint a Customer contact to the Vendor and Workday Subcontractor project manager responsible for the project. This contact, or a designated alternate, must be available on site or by phone at all times that Services are being provided and shall be knowledgeable with respect to the pertinent Statement of Work. Customer will provide Vendor and Workday Subcontractor accurate and complete information necessary for the implementation of the Services. Customer agrees to pay Vendor's then-current standard rates for any remedial work resulting from inaccurate or incomplete information provided by Customer. During the course of performance of this Agreement, Customer agrees to notify the Vendor's project manager of any problem, deficiency or dissatisfaction with respect to the Services or work being performed by Vendor and Workday Subcontractor, any Deliverable or any employee or contractor of Vendor or Workday Subcontractor. Customer shall so notify the project manager as soon as any such problem, deficiency or dissatisfaction is suspected or perceived by Customer. Customer acknowledges and agrees that if any phase of Vendor's or Workday Subcontractor's scheduled Services as set forth in the pertinent Statement of Work is delayed by more than 48 hours by any act or omission of Customer, including but not limited to Customer's failure to fulfill its obligations listed in this Section 1.4 or to make payments, the scheduled completion of the Services or individual phases of the Services as set forth in the pertinent Statement of Work may be delayed. In such event, the parties agree that any cost, schedule or milestone set forth in the pertinent Statement of Work will be adjusted accordingly. Customer will not be responsible for any extension period that is caused by circumstances solely within Vendor's or Workday Subcontractor's control.

1.5 Workday Subcontractor Roles. Each Workday Subcontractor team member's involvement will vary by task as defined in the project plan for each Statement of Work. Each Statement of Work will define the resource level and rates relevant to the work efforts defined in the Statement of Work. The Workday Subcontractor team listing does not preclude other Workday Subcontractor personnel from being involved in a project described in a Statement of Work, nor does it assure involvement of all those listed.

## 2. Fees and Expenses.

2.1 Fees and Payment. In consideration of the provision of the Services by the Vendor and the rights granted to Customer under this Agreement, Customer shall pay the fees

set forth in the applicable Statement of Work with fees pursuant to the Vendor's then current fee schedule on the DIR Contract Appendix C, Pricing Index. Payment to Vendor of such fees and the reimbursement of expenses pursuant to this Section 2 shall constitute payment in full for the performance of the Services. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable in accordance with Appendix A, Section 8.J. of DIR Contract No. DIR-TSO-4242. Vendor may send all Customer invoices electronically (by email or otherwise).

2.2 Expenses. Customer shall reimburse Vendor for all reasonable pre-approved expenses and necessary travel and living expenses incurred by Vendor in the performance of the Services under this Agreement and in accordance with the Texas Comptroller's Travel Management Guide. Upon Customer's written request, Vendor will submit supporting expense documentation and copies of receipts to Customer for expenses over Twenty-Five United States Dollars (\$25).

2.3 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 5.2 "Warranty Remedies", Section 6 "Infringement", or under the applicable Statement of Work, all payment obligations for Technical Services actually provided to Customer under any and all Statements of Work are non-cancelable and amounts paid are non-refundable.

2.4 Overdue Payments. If Customer's account is more than thirty (30) days past due (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by Law, Vendor reserves the right to suspend the Services, without liability to Customer, until such amounts are paid in full.

2.5 Possible Suspension of Technical Services. If Customer's account is more than thirty (30) days overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Vendor reserves the right to cease providing Technical Services to Customer, without liability to Customer, until such amounts are paid in full. In such event, completion of the Services or a particular phase thereof may be delayed and the schedule, costs or milestones for particular Services will be adjusted by Vendor to reflect any required changes.

2.6 Taxes. Taxes shall be handled in accordance with Appendix A, Section 8.E. of DIR Contract No. DIR-TSO-4242.

### 3. Proprietary Rights.

3.1 Workday Ownership. All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by a Workday Subcontractor or Vendor, in the course of performing Technical Services, or co-developed by the parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto (together the "**Workday Intellectual Property**") vests in Workday.

Nothing contained in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein.

3.2 License to the Third Party Intellectual Property. Subject to Section 3.1 above, and through the authorization of Workday, Vendor, grants to Customer a royalty-free, nontransferable and nonassignable term license to access and to use the Workday Intellectual Property that Workday Subcontractor incorporates into a Deliverable provided to Customer hereunder. Customer may only use the Deliverables in connection with its authorized use of the Workday software as a service application(s), as such is defined pursuant to the separate and independent Order Form and related subscription agreement and exhibits under the DIR Contract between the Vendor and the Customer and only during the Term set forth therein.

3.3 Customer Ownership. All Customer Confidential Information, and all personal identifiable information supplied by or personal identifiable information input by Customer or Customer authorized third parties, shall be, and remain, the property of Customer. Subject to Vendor's or Subcontractor's, as applicable, underlying Intellectual Property Rights, all right, title and interest in any Custom Integration developed solely by Customer shall vest in Customer. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Custom Integration should Subcontractor create any similar integration independently.

#### 4. Confidential Information.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement, except with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable standard of care).

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement provided the disclosing party provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

4.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to it, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.5 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach

of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. PII shall not be subject to the exclusions set forth in this Section.

4.6 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of PII is caused by Workday Subcontractor's breach of obligations under this Agreement, Vendor shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose PII may have been accessed or acquired, (c) providing credit monitoring service to individuals whose PII may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose PII may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, VENDOR AND WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

## 5. Warranties & Disclaimers.

5.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Vendor warrants that (i) it and Workday shall perform the obligations described in each Statement of Work in a professional and workmanlike manner.; (ii) to the best of Vendor and Workday's knowledge, the Deliverable(s) does not contain any Malicious Code; and (iii) Vendor and Workday will not knowingly introduce any Malicious Code into the Deliverable(s).

5.2 Warranty Remedies. In the event of a breach of the foregoing warranty, set forth in Section 6.1 (i), (ii) and (iii), Vendor's subcontractor, Workday, shall (a) correct the non-conforming Professional Service or Deliverable at no additional charge to the Customer or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, refund Customer prorated amounts paid for the defective Professional Service or Deliverable. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday or to Vendor to report to Workday, but no later than thirty (30) days after the first date the deficiency is identified by Customer. The remedies set forth in this subsection shall be Customer's sole remedy and Vendor's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with the Section entitled "Termination for Cause."

5.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE TECHNICAL SERVICES AND/OR RELATED DELIVERABLES. VENDOR DOES NOT WARRANT THAT THE TECHNICAL SERVICES AND/OR DELIVERABLES WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE TECHNICAL SERVICES AND DELIVERABLES.

6. Infringement and Indemnification. Infringement and Indemnification shall be handled in accordance with Appendix A, Section 10.A. of DIR Contract No. DIR-TSO-4242.

7. Limitation of Liability.

7.1 LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10.L. OF DIR CONTRACT NO. DIR-TSO-4242.

7.2 DIRECT DAMAGES. SUBJECT TO SECTION 7.1, THE PARTIES AGREE THAT WITH RESPECT TO VENDOR'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND VENDOR SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH; (ii) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (iii) LEGAL FEES, INCLUDING REASONABLE ATTORNEYS' FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH.

8. Term and Termination.

8.1 Term. The term of this Agreement shall commence on the Effective Date hereof and end upon termination in accordance herewith.

8.2 Termination by Customer. Except as set forth in a Statement of Work, Customer may terminate this Agreement or any Statement of Work at any time by giving Workday thirty (30) days prior written notice of termination.

8.3 Termination by Workday. Except as set forth in a Statement of Work, Vendor may terminate this Agreement or any Statement of Work by giving Customer thirty (30) days prior written notice in the event: (i) Customer repeatedly fails to perform its obligations under this Agreement or a Statement of Work resulting in the inability of Workday Subcontractor to meet its obligations and time frame commitments, or (ii) it is determined that the information

provided by Customer, or lack thereof, to Workday Subcontractor during the discovery stage is materially inaccurate.

8.4 Termination for Cause. Either party may terminate this Agreement or any Statement of Work for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.5 Effect of Termination. In the event that this Agreement is terminated, Workday shall immediately cease performance of all Technical Services and Customer shall pay Workday within thirty (30) days after the date of termination for all Technical Services performed by Workday and travel & living expenses incurred up to the cessation of such Technical Services.

8.6 Surviving Provisions. All provisions of this Agreement shall survive any termination or expiration of this Agreement, except for: section 1.1, and section 3.2. All SOW's in effect upon the date of termination of this Agreement shall continue in full force or effect unless earlier terminated in accordance with their respective terms.

8.7 Workday Roles. Each Workday team member's involvement will vary by task as defined in the project plan for each Statement of Work. Each Statement of Work will define the resource level and rates relevant to the work efforts defined in the Statement of Work. The Workday team listing does not preclude other Workday personnel from being involved in a project described in a Statement of Work, nor does it assure involvement of all those listed.

## 9. Miscellaneous.

9.1 Relationship of Workday Subcontractor. Workday Subcontractor are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between Customer and Workday Subcontractor. There are no third-party beneficiaries to this Agreement.

9.2 Use of Subcontractors. In the course of providing the Technical Services and/or Deliverables hereunder, Workday may, in its discretion, draw on the resources of and subcontract to third parties ("**Workday, Inc.'s Subcontractors**"). In such instances, Customer agrees that Workday may provide information Workday receives in connection with this Agreement to the applicable Subcontractors for the purpose of the Technical Services and related administration. In addition, excluding claims for bodily injury or death of any person or damage to real and/or tangible personal property caused by recklessness and/or willful misconduct, Customer agrees not to bring or enforce a claim of any nature relating to this Agreement or any of the Technical Services or Deliverables against any Workday, Inc.'s Subcontractor, nor any partner, principal or personnel of such Workday, Inc.'s Subcontractor.

9.3 Entire Agreement. DIR Contract No. DIR-TSO-4242 this Agreement, including all exhibits and addenda hereto and all SOWs and Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of DIR Contract No. DIR-TSO-4242 shall take precedence over provisions of the body of this Agreement and over any other exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Statement of Work, the terms of such exhibit, addendum or Statement of Work shall prevail. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures.

## 10. Definitions

### 10.1 Definitions.

10.2 “Confidential Information” means (a) Personally Identifiable Information; (b) each party’s business or technical information, including but not limited to any information relating to software plans, designs, documentation, training materials, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as “confidential” or “proprietary” or the receiving party knows or should reasonably know is confidential or proprietary; and (c) the terms, conditions and pricing of this Agreement (but not its existence or parties).

10.3 “Configured Integration” means any standard Workday-supported integration or interface between third party applications or service providers and the Workday Service, which are subscribed to by Customer as part of the Workday Service. Configured Integrations are part of the Workday Service and, as such, are provided with ongoing support by Workday in accordance with Workday’s then-current Production Support and Service Level Availability Policy.

10.4 “Custom Integration” means any integration or interface between third party applications or service providers and the Workday Service that are developed either (i) by Customer, (ii) by a partner or third party acting on Customer’s behalf pursuant to a separate

and independently executed third party agreement, or (iii) by Workday pursuant to a Statement of Work. Custom Integrations are deployed, maintained and supported by Customer and are not part of the Workday Service.

10.5 “Deliverables” means the training, specifications, configurations, implementation, data conversions, workflow, custom developed programs, performance capabilities, and any other activity or document to be completed during the course of Technical Services for delivery to Customer.

10.6 “Intellectual Property Rights” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

10.7 “Laws” means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

10.8 “Personally Identifiable Information” or “PII” means any and all individually identifying information related to former, current or prospective employees, consultants, contingent workers, independent contractors or retirees of Customer that is accessed, disclosed, provided, obtained, created, generated, scanned, entered, collected or processed in connection with the Technical Services.

10.9 “Technical Services Fees” means all amounts invoiced and payable by Customer for Technical Services.

10.10 “Workday Service” means Workday Inc.’s software-as-a-service applications provided to Customer pursuant to the separate and independent Master Subscription Agreement between the parties.

10.11 “Workday Web Services” are an industry-standard set of integration services that enable the exchange of data between the Workday Service and third-party systems used by Workday, Inc. customers.

[SIGNATURE PAGE FOLLOWS ON PAGE 10]



IN WITNESS WHEREOF, this Appendix D Workday Technical Services Agreement is agreed to by the parties below and entered into as of the Effective Date.

**Jackson County**

**Precision Task Group Inc.**

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Signature

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Signature

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Name

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Name

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Title

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Title

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Date Signed

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Date Signed

**EXHIBIT A**  
**STATEMENT OF WORK #**

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

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Monday, September 12, 2022, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

**RESOLUTION NO. 21037**, September 12, 2022

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, September 12, 2022, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

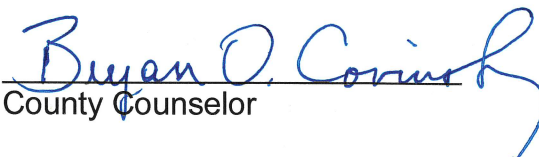
WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, September 12, 2022, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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. 21037 of September 12, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** recognizing Mary Ann Mirabella for her dedicated service as President of the American Daughters of Columbus.

**RESOLUTION NO. 21038**, September 12, 2022

**INTRODUCED BY** Theresa Cass Galvin and Dan Tarwater III, County Legislators

WHEREAS, the American Daughters of Columbus is an affiliate of the American Sons of Columbus, a social club founded in the 1960s to celebrate Italian culture, traditions, and assist the community through fundraising and volunteering; and,

WHEREAS, Mary Ann Mirabella has faithfully served as President of the American Daughters of Columbus since 2008 and will be leaving her post this year; and,

WHEREAS, Mary Ann is a single mom to her pride and joy, Vito Mirabella, despite personality clashes that might lead her to use different adjectives; and,

WHEREAS, Mary Ann has been a respected and hard-working member of the American Daughters of Columbus for over 45 years and leaves a legacy of contributing to the creation and publication of the Daughters of Columbus cookbooks to preserve and share favorite Italian recipes; and,

WHEREAS, Mary Ann has played bocce at the club for over fifty years and is still active with her current team, *4 Ladies and a Tramp*; and,

WHEREAS, Mary Ann is a member of Holy Rosary Catholic Church, and has been Sergeant-at-Arms for the parish altar society for three years and a frequent contributor and cookie baker for the parish St. Joseph Table for ten years; and,

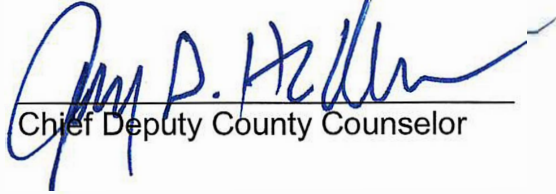
WHEREAS, the members of the American Daughters of Columbus will miss Mary Ann's dedicated and selfless service to the organization and extend their gratitude and best wishes for her many years of support; and,

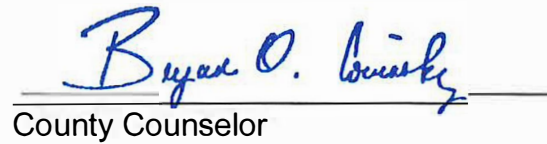
WHEREAS, in gratitude of Mary Ann's work, the American Sons and Daughters of Columbus will host a Taco Dinner Fundraiser from 2 to 6 p.m. on September 17, 2022, at 2415 Independence Avenue, Kansas City, MO; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes Mary Ann Mirabella for her dedicated service as a member and outgoing President of the American Daughters of Columbus and extends best wishes in all of her future endeavors.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21038 of September 12, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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