



# COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

---

CLERK OF THE COUNTY LEGISLATURE

415 East 12th Street  
Kansas City, MO 64106

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

## July 28, 2023 – August 3, 2023

- |                  |                  |  |
|------------------|------------------|--|
| 7-28-2023 Friday | 8:00 – 4:00 P.M. | Legislative Workshop<br>Mid-America Regional Council (MARC)<br>Government Training Program<br>Harry S Truman Library & Museum,<br>500 West US Highway 24,<br>Independence, MO.     |
|                  |                  | NO ANTI-CRIME, INTER-GOVERNMENTAL AFFAIRS,<br>JUSTICE & LAW ENFORCEMENT, PUBLIC WORKS,<br>RULES, 911 OVERSIGHT, VETERANS, OR HOUSING &<br>HOMELESSNESS COMMITTEE MEETINGS –        |
| 7-31-2023 Monday | 12:00 P.M.       | Budget Committee Meeting<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area                           |
|                  | 1:00 P.M.        | Diversity, Equity, & Inclusion Committee Meeting –<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area |
|                  | 1:30 P.M.        | Health & Environment Committee Meeting –<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area           |
|                  | 1:50 P.M.        | Land Use Committee Meeting –<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area                       |
|                  | 2:10 P.M.        | Finance & Audit Committee Meeting –<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area                |

Posted: 7/24/2023 1:50 PM

3:00 P.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 #21348

8-01-2023 Tuesday

NO MEETINGS –

8-02-2023 Wednesday

NO MEETINGS –

8-03-2023 Thursday

NO MEETINGS –

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

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

**AN ORDINANCE** appropriating \$200,000.00 from the undesignated fund balance of the 2023 American Rescue Plan Fund and awarding a twelve-month contract, with two twelve-month options to extend, for the furnishing of community surveys and engagement software to Zencity of Harris County, Texas under the terms and conditions of OMNIA Partners contract no. 191902, an existing government contract.

**ORDINANCE NO. 5770**, July 31, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the American Rescue Plan Act (ARPA) of 2021, enacted by the U.S. Congress, provides for payments to local governments navigating the impact of COVID-19 outbreak from the Coronavirus State and Local Fiscal Recovery Funds; and,

WHEREAS, the American Rescue Plan requires that these federal funds may be used only to cover expenses to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; to respond to workers performing essential work during the COVID-19 public health emergency providing premium pay to eligible workers of the State, territory, or Tribal/local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; for the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal/local government due to CO-VID 19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal/local government prior to the emergency; and to make necessary investments in water, sewer, or broadband infrastructure; and

incurred during the period from March 3, 2021 through December 31, 2026; and,

WHEREAS, Jackson County's total allocation of American Rescue Plan funds is \$136,551,645.00; and,

WHEREAS, the County Administration requests the appropriation of \$200,000.00 in ARPA funds to conduct community surveys to determine budget and policy priorities for ARPA funds; and,

WHEREAS, the recommended approach is a series of surveys with a limited number of questions accessed via social media and phone replacing the traditional approach of long surveys that are conducted primarily by mail, have long lag times, lower overall response and are the same cost as this new approach; and,

WHEREAS, Zencity of Harris County, TX has an existing software platform to support such survey and data collection; and,

WHEREAS, a one-year contract with two twelve-month options to extend with Zencity under the terms and conditions of OMINIA Partners contract no. 191902, an existing governmental contract is in the best interest of the health, safety, and welfare of the citizens of Jackson; and,



WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the County Executive and the Director of Finance and Purchasing recommend the award of this under the existing competitively bid government contract because this will allow the County to take advantage of significant discounts offered to larger entities; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

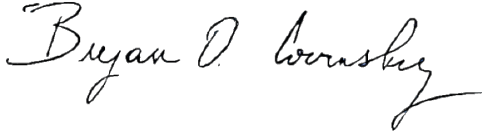
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
American Rescue Plan Fund			
050-9999	32810- Undesignated Fund Balance	\$200,000	
Office of Communications 050-1221	56663- Software As A Service		\$200,000

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Cooperative Purchasing Agreement with Zencity of Harris County, TX.

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

APPROVED AS TO FORM:



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

I hereby certify that the attached Ordinance, Ordinance No. 5770 introduced on July 31, 2023, was duly passed on \_\_\_\_\_, 2023 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. 5770.

\_\_\_\_\_  
Date

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

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

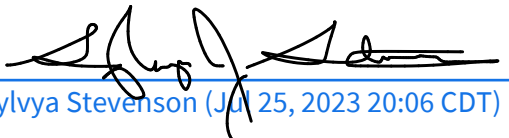
ACCOUNT NUMBER: 050 9999 32810  
ACCOUNT TITLE: American Rescue Plan Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$200,000.00

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: 050 1221 56663  
ACCOUNT TITLE: American Rescue Plan Fund  
Office of Communications  
Software As A Service  
NOT TO EXCEED: \$200,000.00

07/25/2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylvia Stevenson (Jul 25, 2023 20:06 CDT)  
\_\_\_\_\_  
Chief Administrative Officer



## ZENCITY ORDER FORM

Order form #: 524995  
Order form prepared for: County of Jackson, MO  
Order form expiration date: 6/30/23

This Order Form ("**Order Form**") is entered into between the Zencity entity detailed below ("**Zencity**"), and the entity identified below ("**Customer**", and jointly with Zencity the "**Parties**"), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "**Term**") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "**T&Cs**"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY	
<b>Entity (legal) name:</b>	Zencity Technologies US Inc.
<b>Full address:</b>	1313 N Market St, Suite 5100 Wilmington, DE 19801
<b>Contact:</b>	Jack English
<b>Phone:</b>	332-910-5533
<b>Email:</b>	Jack@zencity.io

CUSTOMER	
<b>Entity (legal) name:</b>	County of Jackson
<b>Full address:</b>	415 E 12th Street Kansas City, MO 64106
<b>Contact:</b>	Troy Schulte
<b>Phone:</b>	tschulte@jacksongov.org
<b>Email:</b>	

RECURRING FEES				
Name	SKU	Product Description	Term	List Price
Zencity 360 Full Community Engagement Platform	ZC-360	<p><b>Community engagement platform provides local government professionals with all the essential tools to hear from their communities:</b></p> <p><b>Zencity Community Surveys:</b></p> <ul style="list-style-type: none"> <li>• Quarterly recurring, online survey measuring resident satisfaction, statistically significant to 95% confidence interval</li> <li>• Up to 30 standardized questions with 10 additional custom sections.</li> <li>• Quarterly summary report with automatic ongoing midterm reports</li> <li>• Live dashboard, including resident response comment feed, and performance scores</li> <li>• Broken down to the chosen geographic level</li> <li>• Includes demographic information including race, age, sex, education level and income.</li> </ul> <p><b>Zencity Organic:</b></p> <ul style="list-style-type: none"> <li>• Unlimited usage across the County.</li> <li>• Unlimited projects on any topic for County staff to process and analyze organic discourse;</li> <li>• Unlimited public data sources across social media (Facebook, Twitter, Reddit, Instagram etc.) and traditional media;</li> <li>• In depth reporting tool including templates for comms reports, Legislature briefings and more.</li> <li>• Monthly 'Insight reports': Executive briefings created by Zencity data team that summarize public discourse on specific issues</li> <li>• Ongoing access to live dashboard to monitor discourse in real-time</li> <li>• Automated notifications to alert County staff on key issues driving resident attention and sentiment</li> <li>• Access to Zencity publishing to manage social media publishing on select accounts</li> <li>• API access to integrate data to any other dashboard.</li> </ul> <p><b>Zencity Engage:</b></p> <ul style="list-style-type: none"> <li>• Community engagement interface to share essential project context and invite resident collaboration and input</li> <li>• All basic engagement templates with automatic translation to 29 languages</li> <li>• Community Asks - unlimited simple templated polling with selected language translations</li> <li>• Community Idea Boards: pages for residents to collaborate and discuss initiatives / projects together</li> <li>• Automated comment and discussion moderation for civility</li> <li>• External data publishing capabilities</li> <li>• Access to up to 3 projects for each of the 16 incorporated cities within Jackson County</li> </ul>	3 Years	\$225,000

<b>Total Fees Year 1</b>	<b>\$200,000</b>
<b>Total Fees Year 2</b>	<b>\$225,000</b>
<b>Total Fees Year 3</b>	<b>\$225,000</b>

**Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.**

<b>ORDER FORM TERMS</b>	
<b>Effective Date:</b>	Upon signature below
<b>Initial Term:</b>	36 months, commencing on the Effective Date.
<b>Fees:</b>	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable.
<b>Payment Terms:</b>	The Fees shall be payable on an annual basis within 30 days of the Effective Date and on each annual anniversary thereof.
<b>Customer Billing Contact:</b>	Name: Troy Schulte Email: tschulte@jacksongov.org
<b>Customer PO # (if applicable):</b>	

**CUSTOMER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ZENCITY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

### Zencity Terms and Conditions

#### 1. SOFTWARE LICENSE & SUPPORT SERVICES

- 1.1. Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

- 1.2. Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.
- 1.3. During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.
- 1.4. Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

#### 2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.
- 2.2. Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer. Zencity will handle such Personal Data in accordance with its Privacy Policy available at: <https://zencity.io/privacy-policy/>.

3. **PROPRIETARY RIGHTS.** Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include

information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

#### 5. **DATA AND MATERIALS LICENSE.**

- 5.1. Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.
- 5.2. Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

#### 6. **FEES.**

- 6.1. The fees for the Licensed Program ("**Fees**") are set forth in the applicable Order Form. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

#### 7. **TERM & TERMINATION**

- 7.1. This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 7.2. The Initial Term shall be automatically extended for successive renewal terms of 12 months each (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") unless either party provides written notice of non-renewal to the other party at least 90 days before the end of each applicable term.
- 7.3. Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
- 7.4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### 8. **WARRANTY AND DISCLAIMER**

- 8.1. Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.
- 8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "**Personal Data**" have the definition



ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR")) or any parallel term in the jurisdiction in which the Licensed Program is being used.

- 8.3. ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.
  - 8.4. To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.
9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions and the competent courts of New York City shall have exclusive jurisdiction to hear any disputes arising hereunder.

# Request for Legislative Action

Ord. #5770  
Sponsor: Megan L. Marshall  
Date: July 31, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5770
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	7/31/2023

Introduction
<b>Action Items:</b> ['Authorize', 'Appropriate', 'Award', 'Transfer']
<b>Project/Title:</b>
Appropriating \$200,000 from the Undesignated Fund Balance of the American Rescue Plan Fund (ARPA) No. 050 for the purpose of conducting ongoing community surveys to help the County determine community priorities for the use of ARPA funds and future budget allocations; authorizing the County Executive to enter into a one-year contract with Zincity via a cooperative purchasing agreement with Harris County, Texas and allowed under Section 1030.4 of the Jackson County Code.

Request Summary
<p>This ordinance requests the appropriation of \$200,000 in ARPA funds to conduct a community survey for Jackson County to determine budget and policy priorities for the coming term of the County legislature. ARPA guidelines allow the use of these funds for community engagement. Administration staff did some research to identify the latest trends in conducting community surveys to determine the most efficient and effective way of collecting this information. The recommended approach is a series of surveys with a limited number of questions where residents are accessed via social media and phone. This replaces the traditional approach of long surveys that are conducted primarily by mail, have long lag times, lower overall response and are the same cost as this new approach.</p> <p>This ordinance further asks that the Legislature authorize a \$200,000 contract with Zincity who will conduct the survey on our behalf and report the findings. They will also open up the platform for use by the other cities in the County who may wish to take advantage of these surveys. The software will also allow the County to expand its real-time social media monitoring and recommend strategies to quickly respond to issues involving County government. County staff working with the Legislature will develop the ongoing series of questions and the various topics to be surveyed (budget, housing, etc.) with Zincity distributing the questions, managing the data collection and integrity and reporting the results. Surveys can also be targeted to specific geographic locations such as legislative districts or specific parks to gather more targeted information.</p> <p>Under Section 1030.4 of the Code we are recommending that a contract procured by Harris County, TX through the OMNIA Partners, Public Sector Cooperative Purchasing Program be used as the vehicle to procure these services and allow survey work to commence in time for the 2024 County budget cycle. In some States, governments may only be able to purchase specific goods (or may choose to for internal governance reasons) through specific contracting vehicles. This was the case with Harris County. In these circumstances, Zincity uses a reseller like Carahsoft who has access to these connecting vehicles, and authorizes them to enter into a contract with the County on our behalf. The end result for the client is not affected in any way</p>

## Request for Legislative Action

This ordinance recommends a one year contract with up to two options to extend. If value is received, non-ARPA funds would be utilized for years two and three of the contract and with approval of the Legislature.

### Contact Information

<b>Department:</b>	County Executive Office	<b>Submitted Date:</b>	6/30/2023
<b>Name:</b>	Troy Schulte	<b>Email:</b>	TSchulte@jacksongov.org
<b>Title:</b>	County Administrator	<b>Phone:</b>	816-881-1079

### Budget Information

Amount authorized by this legislation this fiscal year:	\$200,000		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$200,000		
Is it transferring fund?	Yes		
<b>Transferring Fund From:</b>			
Fund:	Department:	Line Item Account:	Amount:
050 (American Rescue Plan Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$200,000
<b>Transferring Fund To:</b>			
Fund:	Department:	Line Item Account:	Amount:
050 (American Rescue Plan Fund)	1221 (Office of Communications)	56663 (Software As A Service)	\$200,000

### 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?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in	Yes

## Request for Legislative Action

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: 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>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 County Executive Office requestor: Troy Schulte on 6/30/2023. Comments:

Approved by Department Approver Sylvya Stevenson on 6/30/2023 2:10:57 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 6/30/2023 3:14:27 PM. Comments: The attached contract is for educational software with Carahsoft and does not match the vendor suggested for award

Submitted by Requestor Troy Schulte on 7/14/2023 2:28:57 PM. Comments:

Approved by Department Approver Sylvya Stevenson on 7/14/2023 3:12:25 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 7/14/2023 3:33:07 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 7/14/2023 4:01:31 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 7/17/2023 9:27:22 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 7/17/2023 9:44:03 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 7/26/2023 10:50:52 AM. Comments:

# Supplemental Appropriation Request Jackson County, Missouri

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

Date: July 24, 2023

Ord #            5770  
eRLA ID #:        1000

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<b><u>050    American Rescue Plan Fund</u></b>			
<u>9999    -</u>	<u>32810    Undesignated Fund Balance</u>	<u>\$    200,000</u>	<u>\$                -</u>
<u>1221    Office of Communications</u>	<u>56663    Software As A Service</u>	<u>                         -</u>	<u>                         200,000</u>
		<u>\$    200,000</u>	<u>\$    200,000</u>

**APPROVED**  
By Mark Lang at 1:55 pm, Jul 24, 2023

Budget Office



# Continuous and Inclusive Community Engagement

## Zencity Scope of Work for Jackson County, MO



The platform allows us to **understand the needs and concerns of our residents to make the best decisions.**

Todd Gloria, San Diego Mayor



# Executive Summary

## Background

Understanding the diversity of a community's sentiment is a crucial part of the success of Jackson County's work. A key step in that effort is the creation of feedback through which residents can communicate needs, priorities and opinions on the various aspects of County government, so that departments can take action around those priorities and serve their community.

The challenge is that understanding these needs can be daunting - traditional engagement methods used to gauge sentiment tend to be limited and skewed, often hearing from a small sample of the community resulting in anecdotal, point in time data. It also requires investing incredible resources from staff while doing so.

This challenge becomes ten fold more difficult in a County like Jackson, made up of over a dozen individual municipalities, each with different needs, priorities, language and habits.

## Proposed

## Approach

In the following pages, we outline how Zencity's platform can be applied to better understand Jackson County residents' sentiment, priorities and opinions toward key County services and projects, and provide County staff a granular understanding of service delivery satisfaction and gaps. We also outline a model for executive leadership to track this data.

We believe there is no "one solution" that can fully address the task of gauging resident sentiment. To really hear from the community in an inclusive and continuous manner, we are required to use a multifaceted approach - a combination of utilizing different "sensors" to hear from all the community, around all issues, over time and on time.

## Outcome

By utilizing Zencity, Jackson County will understand public perception about County services, projects, and other areas of focus. Zencity will collect **real-time data countywide** across various communities. Staff will be able to better test what strategies are or are not working in the public's eye, and investigate - down to the neighborhood and demographic level - the critical factors driving sentiment around safety, health, public works and more.

Utilizing technology & methodology leveraged by over 300 local governments - including the Counties of Shelby, Riverside, Santa Clara - **Jackson County will be able to reach residents in an equitable, inclusive manner**, to deliver inclusive community-informed solutions.



# Understanding the County of Jackson - Goals

## Scope of work - Goals

During our initial conversations with Jackson County leadership, we have learned that the Legislature has a strong desire for inclusive engagement, and wishes to maximize gauging community input over the coming years in the critical decisions that will drive the future of the County. This sentiment was echoed by County Administration.

- Having been granted over \$100 million in ARPA funding, Jackson County wishes to better understand resident priorities in spending these funds, as well as a mechanism to understand the impact of investments made on resident satisfaction. With several competing priorities, getting ongoing feedback around specific services and areas can help Elected Officials and Administration ensure funds are going to the areas of most impact.

Moreover, moving from ad-hoc and 'point-in-time' feedback to an ongoing process will allow County leadership to assess the success of projects mid-cycle, rather than having to rely on operational data or anecdotal feedback.

- The traditional functions of Jackson County are evolving, with needs around crime prevention, homelessness and transportation planning potentially becoming part of the County's remit (traditionally functions handled by local cities and partner agencies). As the County cannot take on every potential role with limited resources and budget, it needs a way to rank and assess the areas of largest possible impact.
- With limited in-house Communications resources, it is impossible to keep track of the thousands of different resident conversations taking place across the County. Many of these 'conversations' have significant impact of County government, doubly so if misinformation is circulating (the recent example of property tax filing overwhelming County systems).

An efficient system to highlight key community conversations, plus understand takeaways for effective communication, can alleviate the pressure caused by an increasingly digitized resident base.

**The Scope of Work that follows is designed to begin to address these goals.**

# The Zencity Solution - Overview



## Zencity Community Survey

Measure satisfaction over time and ask about timely issues.



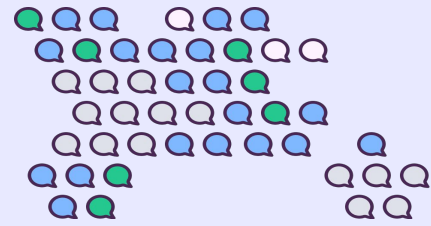
## Zencity Organic

Connect to the conversations that are already happening online.



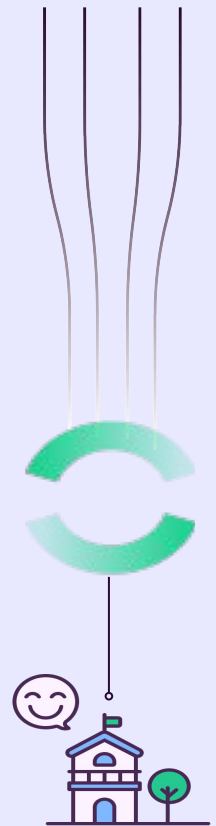
## Zencity Engage

Shape ideas through collaborative conversations.



## The whole view in one platform

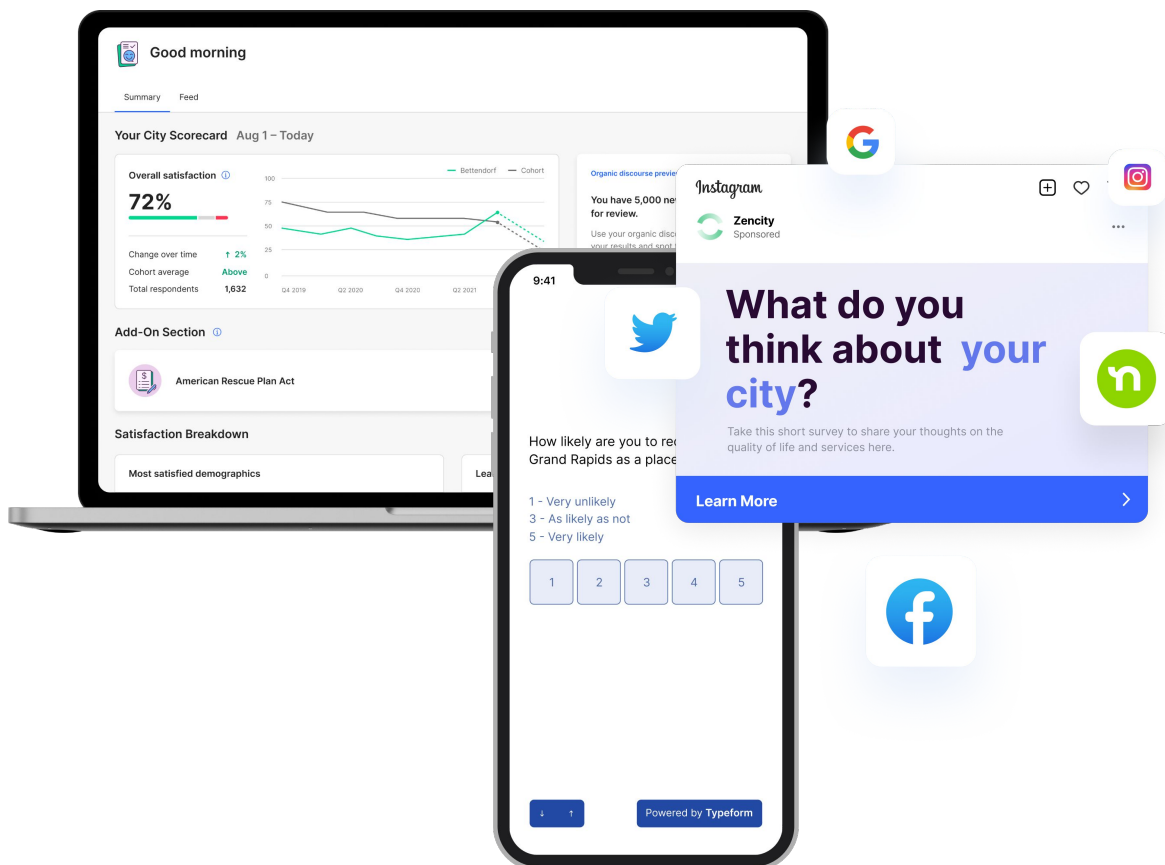
More angles.  
More voices.  
All in one place.



# Zencity Community Survey

Zencity Surveys aim to address the main challenges that cause traditional government surveying to be inefficient and ineffective including:

- Traditional surveys are conducted offline via mail and phone interviews to a random sample of residents (usually resulting in the most engaged and vocal taking the time to respond);
- Some surveys include lengthy questionnaires that are formally structured, reducing accessibility;
- Surveys that rely on printed, static reports with long lists of raw text, creating high dependency on vendor for conclusions; and
- A stale process that usually takes 3 months, occurs every 1-2 years, and results in a 'moment in time' feedback.



# Zencity Community Survey

In contrast, Zencity Surveys are designed, deployed, and analyzed for you, and are:

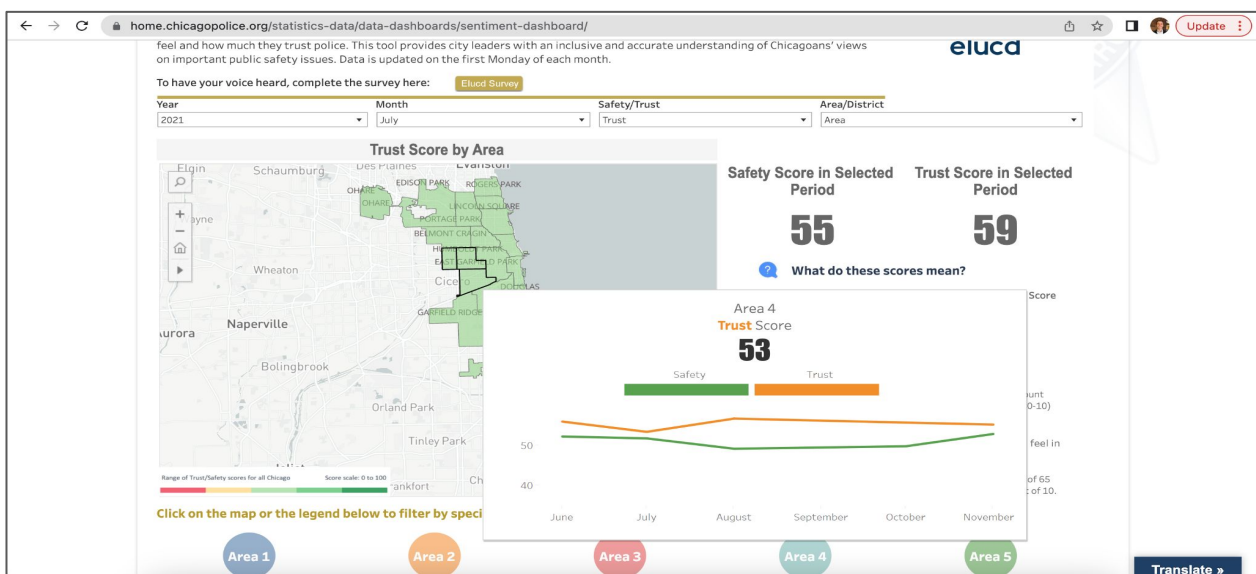
- Digitally distributed via targeted ads to reach a representative sample (based on Census data), meeting Jackson County residents 'where they are';
- Encompass multiple target languages;
- Include concise, user-friendly questionnaires to remove barriers to completion;
- Are displayed via a dashboard with updated 24/7 with resident satisfaction score and live view of responses to open-ended questions;
- Can reach 90% of residents; and
- Completed in 8 minutes or less.

Zencity will survey the Jackson County community 24/7, 365, ensuring that responses are statistically significant and demographically representative based on the latest Census data, taking into account: race, age, sex, education, income level, language.

Importantly, these surveys can be **geographically segmented** into areas of Jackson County as chosen by the Agency (e.g. City, district, Zip etc.), and **the questionnaire can be amended** as priorities evolve month over month.

Additionally, the County has the option to distribute the survey manually and 'offline'. Zencity can enable a 24/7 phone-line that residents can call to answer the survey questionnaire.

For transparency and trust-building, this data can be published on the County's website.



# Zencity Organic Sentiment Analysis




Zencity’s Organic tool will help the County of Jackson recognize emerging trends and get a bird’s eye view on public sentiment around services and initiatives, by analyzing the publicly available, anonymized discourse happening online regarding life in the County. Used in concert with Community Surveys, Organic helps provide a 360 view of resident perception of County government and related issues.

By **mapping, tracking and measuring** resident sentiment over time you will be able to understand how residents feel towards Jackson County initiatives on sanitation or other issues. This powerful tool will allow you to identify opportunities to communicate proactively, and allocate the right resources early.

Our platform enables users to monitor discourse and sentiment about services at large as well as about specific topics over any given period of time – focusing attention and saving time. The County will have access to an unlimited number of “projects”. Projects can cover a variety of topic areas including:

- Crisis Response issues (e.g. protests, public safety issues, floods / hurricanes)
- Strategic Initiatives (e.g. homelessness, budget, development projects)
- Communications strategy and operation (i.e. to analyze resident feedback to various communication methods / channels).

With Jackson County project dashboards you will be able to aggregate all relevant anonymized discourse taking place on publicly available channels, including the ability to alert staff when anomalies are detected in your discourse on key issues.

NAME	SENTIMENT	Request a Project
 <b>Winter Carnival</b>	13% ↑ 36% 16% ↓ 28%	Manage
 <b>Sense of Public Safety</b>	13% ↑ 36% 16% ↓ 28%	Set Up
 <b>Bicycle Lanes</b>	13% ↑ 36% 16% ↓ 28%	Set Up

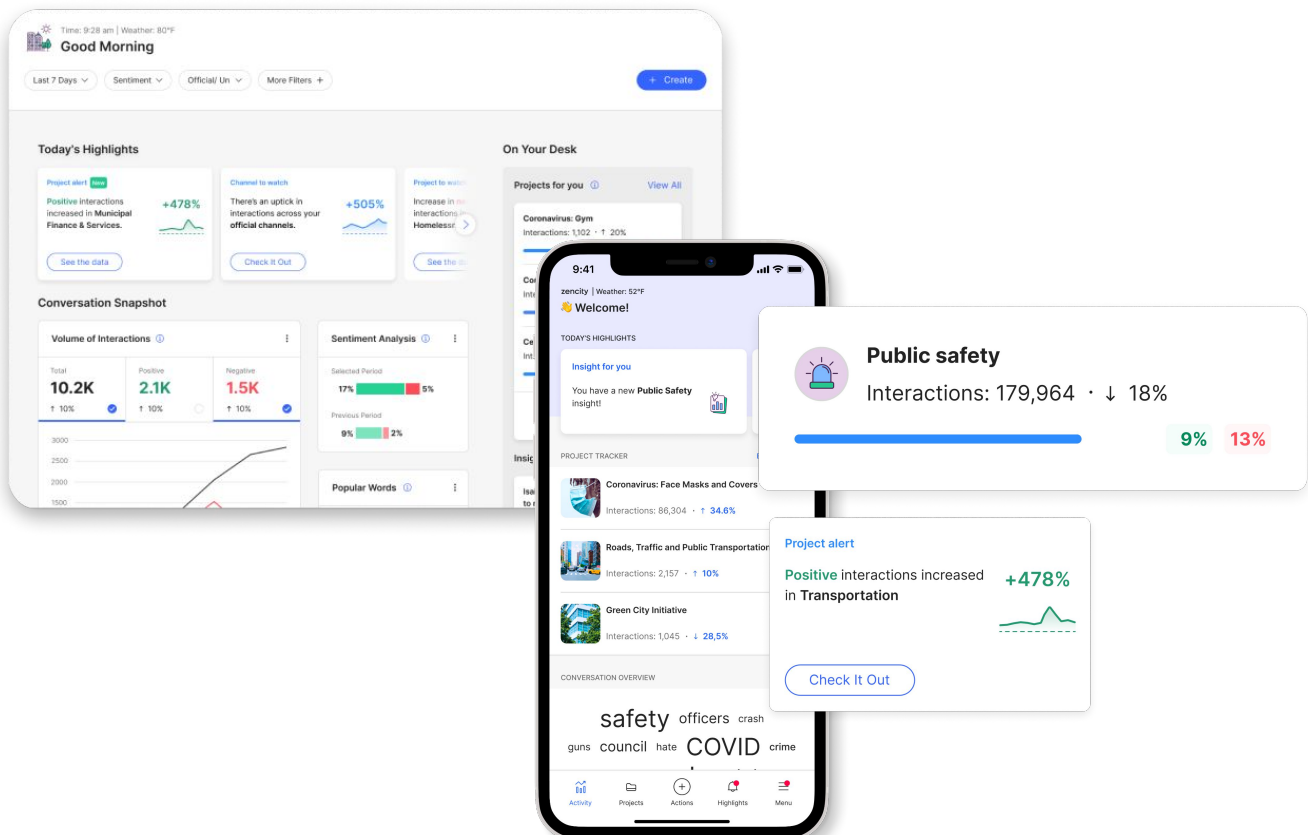
# Zencity Organic Sentiment Analysis

## Insights:

Included in the County's package is an ongoing relationship with a team of data analysts who will comb through public discourse to find actionable insights to advance your work. Jackson County's users will have the opportunity to highlight specific areas of importance (e.g. an upcoming Legislative meeting, or a contentious initiative) where analysis will be most helpful.

For example, with this information, the Jackson County assigned Zencity team will synthesize public discussion about a homelessness clean-up effort to deliver an Executive Brief ('Insight Report') that can summarize everything said on that topic and how Jackson County staff might change strategy or communications to address the concerns.

**Insights are purpose-built to provide leaders with the information to make informed decisions, beyond relying on a vocal minority of voices through traditional channels.**



# Zencity Engage

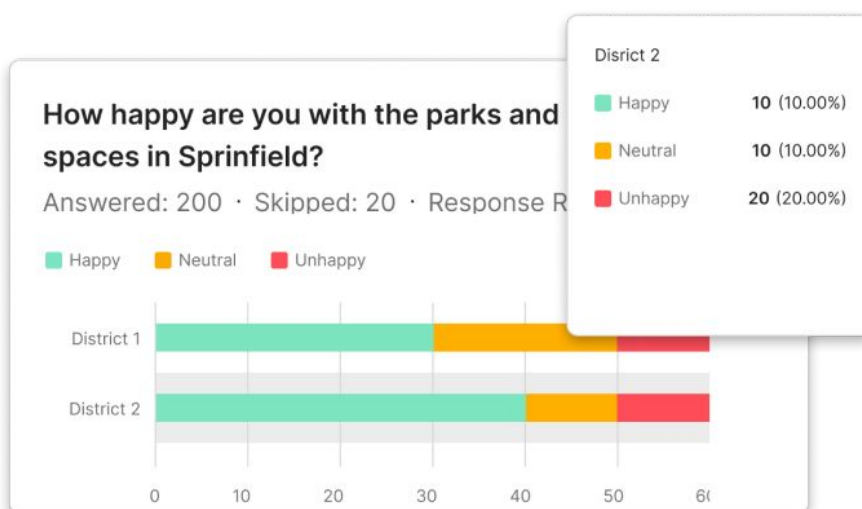
**Engage** is a collaborative portal for public conversations - enabling Jackson County stakeholders to foster meaningful dialogue, and understand the communities they serve. By accessing Engage across the entire County, every department can aim to connect with residents in the same way.

**Zencity Engage** is branded to the County's needs, incorporating the images, colors and text that speaks specifically to Jackson County's unique community. Specific projects enable residents to visit a portal, learn about your work, and submit feedback relating their sentiment. Many of our clients use Engage to foster participatory budgeting conversations or allow residents to provide feedback on transportation or key capital projects.

Ultimately, Jackson County has access to an unlimited number of projects, which allows you to create living, breathing project pages that targeted residents can use to:

- Understand Department programming (justification, timeline, impacts);
- Sign up for updates / notifications;
- Provide direct, in-depth feedback on initiatives; and
- Collaborate with other residents (overseen by AI moderation).

Building projects on Engage is simple, and analysis of any engagement effort is completed automatically within the platform – there is no need to export Excel spreadsheets – which allows you to understand results in record time, with machine learning for text analysis, and cross-tabbing for quantitative responses.





# Services, support and roll out

Zencity’s solutions are designed for simple setup and maintenance where you’ll go live with your projects and learn from resident feedback in weeks – not months. As a cloud solution, we are committed to your success. Our services are a continuum of our offering, and are designed to ensure a best-in-class implementation, maximize ROI and save valuable staff time.

In our premium services approach, we make it a priority to understand your organizational needs in order to design and implement a service layer which provides meaningful ongoing value. Here is how you will be onboarded to the Zencity platform with ongoing support:

Service Package	What’s included
<p><b>Ongoing Support and Service (included)</b></p> <p>Zencity’s dedicated Enterprise Customer Success Manager partners with your organization to design a fit-for-purpose approach which trains and enables staff to be capable users of the platform.</p>	<ul style="list-style-type: none"> <li>- Dedicated Enterprise Customer Success Manager</li> <li>- Onboarding for key stakeholders</li> <li>- Quarterly check-in and Review of Survey Results</li> <li>- Survey expert support for phrasing of custom questions</li> </ul>
<p><b>Premium Onboarding Services</b></p> <p>Zencity’s Premium Onboarding Service starts with an in-depth needs assessment which is used to inform a custom integration model. Our Industry Experts work with your Executive team to drive alignment from leadership through to day-to-day use of the platform.</p>	<ul style="list-style-type: none"> <li>- Dedicated Industry Expert</li> <li>- Executive Platform Briefings and Analyses</li> <li>- Needs Assessment including internal stakeholder interviews and Executive Workshops</li> <li>- Custom Integration Model and Recommendations</li> <li>- Premium training sessions, based on custom use cases, informed by Industry Experts</li> </ul>
<p><b>Premium Ongoing Analytics and Content</b></p> <p>Zencity’s Premium Ongoing services provides a dedicated Sr. Data Analyst and researcher to guide your organization through custom data analytics, survey research presentations, Executive Quarterly Reviews, setup of your Engage Platform and an annual Gap Analysis with strategic and tactical recommendations.</p>	<ul style="list-style-type: none"> <li>- Dedicated Sr. Data Analyst</li> <li>- Custom Data Analysis and Insights</li> <li>- Executive Quarterly Reviews, informed by Sr. Data Analyst &amp; Industry Expert</li> <li>- Engage Platform Setup</li> <li>- Survey Results Presentation</li> <li>- Gap Analysis with recommendations</li> </ul>



# Commercial Terms

Name	SKU	Product Description	Unit Price	Term	Net Price (per year)
<b>Zencity 360 Full Community Engagement Platform</b>	ZC-360	<p><b>Community engagement platform provides local government professionals with all the essential tools to hear from their communities:</b></p> <p><b>Zencity Community Surveys:</b></p> <ul style="list-style-type: none"> <li>• Quarterly recurring, online survey measuring resident satisfaction, statistically significant to 95% confidence interval</li> <li>• Up to 30 standardized questions with 10 additional custom sections.</li> <li>• Quarterly summary report with automatic ongoing midterm reports</li> <li>• Live dashboard, including resident response comment feed, and performance scores</li> <li>• Broken down to the chosen geographic level</li> <li>• Includes demographic information including race, age, sex, education level and income.</li> </ul> <p><b>Zencity Organic:</b></p> <ul style="list-style-type: none"> <li>• Unlimited usage across the County.</li> <li>• Unlimited projects on any topic for County staff to process and analyze organic discourse;</li> <li>• Unlimited public data sources across social media (Facebook, Twitter, Reddit, Instagram etc.) and traditional media;</li> <li>• In depth reporting tool including templates for comms reports, Legislature briefings and more.</li> <li>• Monthly 'Insight reports': Executive briefings created by Zencity data team that summarize public discourse on specific issues</li> <li>• Ongoing access to live dashboard to monitor discourse in real-time</li> <li>• Automated notifications to alert County staff on key issues driving resident attention and sentiment</li> <li>• Access to Zencity publishing to manage social media publishing on select accounts</li> <li>• API access to integrate data to any other dashboard.</li> </ul> <p><b>Zencity Engage:</b></p> <ul style="list-style-type: none"> <li>• Community engagement interface to share essential project context and invite resident collaboration and input</li> <li>• All basic engagement templates with automatic translation to 29 languages</li> <li>• Community Asks - unlimited simple templated polling with selected language translations</li> <li>• Community Idea Boards: pages for residents to collaborate and discuss initiatives / projects together</li> <li>• Automated comment and discussion moderation for civility</li> <li>• External data publishing capabilities</li> <li>• Access to up to 3 projects for each of the 16 incorporated cities within Jackson County</li> </ul>	\$200,000	3 Years	<b>\$200,000</b>
<b>Professional Services</b>	ZC-PSC	<ul style="list-style-type: none"> <li>• As detailed on page 8</li> <li>• Dedicated Industry Expert to embed into workflow</li> <li>• Needs Assessment</li> <li>• Premium training sessions</li> </ul>	\$50,000	1 year	<b>\$50,000</b>
<b>Total Price</b>					<b>\$650,000</b>
<b>Total Fees Year 1</b>					<b>\$250,000</b>
<b>Total Fees Year 2</b>					<b>\$200,000</b>
<b>Total Fees Year 3</b>					<b>\$200,000</b>

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

**AN ORDINANCE** appropriating \$6,000.00 from the undesignated fund balance of the 2023 Grant Fund in acceptance of grant funds awarded to the Family Court Division by the Family Court Committee of the Supreme Court of Missouri.

**ORDINANCE NO. 5771**, July 31, 2023

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Family Court Division has been awarded grant funds in the amount of \$6,000.00 for the Juvenile Justice Program Assistance (JJPA) Community Outreach and Training for the Shifting Power for Equity and Results (SPER) Initiative by the Family Court Committee of the Supreme Court of Missouri for the period of July 1, 2023, through June 30, 2024; and,

WHEREAS, the goal of this program is to address the racial disproportionality in referrals for juvenile delinquency by reducing the use of Family Court as a solution to school-discipline problems, mental-health issues, family and peer conflicts, trauma, adolescent volatile emotions and boundary testing, and other factors; and,

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

WHEREAS, an appropriation is necessary to place the additional grant funds in the proper spending account; 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 2023 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
JPPA-Community Outreach & Ed			
010-2162	45979 - Increase Revenues	6,000	
010-9999 - Non-Specific	32810 - Undesignated Fund Balance		6,000
010-9999 - Non-Specific	32810 - Undesignated Fund Balance	6,000	
JPPA-Community Outreach & Ed			
010-2162	56620 – Rent - Buildings		3,625
010-2162	57230 – Other Operating Supplies		500
010-2162	56790 – Other Contractual Services		1,875

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:

*Bryan O. Wornsky*

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

I hereby certify that the attached Ordinance, Ordinance No. 5771 introduced on July 31, 2023, was duly passed on \_\_\_\_\_, 2023 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. 5771.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 010 32810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$6,000.00

07/25/2023

*Sylvia Stevenson*  
\_\_\_\_\_  
Sylvia Stevenson (Jul 25, 2023 20:06 CDT)

\_\_\_\_\_  
Date

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

# Request for Legislative Action

Ord. 5771  
Sponsor: Venessa Huskey  
Date: July 31, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5771
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	7/31/2023

Introduction
<b>Action Items:</b> ['Appropriate']
<b>Project/Title:</b>
JPPA Community Outreach and Training for Shifting Power for Equity and Results

Request Summary
This is a request to appropriate \$6,000 from the 2023 undesignated fund balance in acceptance of funds awarded to the Family Court Division by the Family Court Committee of the Supreme Court of Missouri. The total amount of the award is \$6,000 and there is no local match required. The funding is approved by awarding agency to help facilitate relationships with community partners through Community Outreach meetings including meal caterings, meeting space rental, and brochures.

Contact Information			
<b>Department:</b>	Circuit Court	<b>Submitted Date:</b>	7/19/2023
<b>Name:</b>	Carl Bayless	<b>Email:</b>	carl.bayless@courts.mo.gov
<b>Title:</b>	Grant Coord	<b>Phone:</b>	913-963-3557

Budget Information			
Amount authorized by this legislation this fiscal year:		\$6,000	
Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$6,000	
Is it transferring fund?		Yes	
Transferring Fund From:			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$6,000

## Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	2162 (JPPA-Community Outreach & Education Program)	56620 (Rent - Buildings)	\$3,625
010 (Grant Fund)	2162 (JPPA-Community Outreach & Education Program)	57230 (Other Operating Supplies)	\$ 500
010 (Grant Fund)	2162 (JPPA-Community Outreach & Education Program)	56790 (Other Contractual Services)	\$1,875

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: Contract is with another government agency	
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: Carl Bayless on 7/19/2023. Comments:

Approved by Department Approver Theresa Byrd on 7/19/2023 5:28:39 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 7/20/2023 3:41:38 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 7/20/2023 4:09:59 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 7/24/2023 9:19:07 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvya Stevenson on 7/24/2023 9:57:36 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 7/26/2023 9:50:35 AM. Comments:

# Supplemental Appropriation Request Jackson County, Missouri

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

Date: July 24, 2023

ORD # 5771  
eRLA # 1012

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
2162 - JPPA-Community Outreach & Ed	45979 - Increase Revenue	6,000	
9999 - Non Specific	32810 - Undesignated Fund Balance		6,000
9999 - Non Specific	32810 - Undesignated Fund Balance	6,000	
2162 - JPPA-Community Outreach & Ed	56620 - Rent - Buildings		3,625
2162 - JPPA-Community Outreach & Ed	57230 - Other Operating Supplies		500
2162 - JPPA-Community Outreach & Ed	56790 - Other Contractual Services		1,875
<b>APPROVED</b> <small>By Sarah Matthes at 9:18 am, Jul 24, 2023</small>		\$ 12,000	\$ 12,000

Budgeting





**State of Missouri**  
Office of State Courts Administrator  
Administrative Services Division

**Issue Date**

July 7, 2023

**Award Amount**

**Contract Period**

July 1, 2023 through  
June 30, 2024

## Juvenile Justice Program Assistance

The Family Court Committee of the Supreme Court of Missouri, in cooperation with the Circuit Court Budget Committee, has approved and provided funding for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment (JDTA) into a non-secure;pre-adjudication placement.

<b>Contract Number</b>	<input type="checkbox"/> Original Contract
OSCA	<input type="checkbox"/> Contract Amendment

<b>Court/Recipient Information:</b>	<b>Project Director:</b>	<b>OSCA Program Contact</b>
		Courtney Pulley 573-522-4674
		<b>OSCA Fiscal Contact</b>
		Michael Skinner 573-526-8841

**Special Conditions of this award are attached.**       **There are no special conditions of this award. Original RFP requirements only.**

### Please Sign, Date and Return to:

Office of State Courts Administrator  
Attn: Contracts Unit  
P.O. Box 104480  
Jefferson City, MO 65110 - 4480  
e-mail: [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov)

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

<b>Appointing Authority Signature</b> <i>Theresa L. Byrd</i>		<b>OSCA Signature</b> <i>R. Morrissey</i>	
<b>Printed Name</b> Theresa L. Byrd	<b>Date</b> 07-13-2023	<b>Printed Name</b> Richard S. Morrissey	<b>Title</b> Deputy State Courts Administrator
<b>Presiding Judge Signature</b> <i>Jalilah Otto</i>		<b>Date</b> 07/06/2023	
<b>Printed Name</b> Jalilah Otto	<b>Date</b> July 13, 2023	<b>Date</b> 07/06/2023	



**STATE OF MISSOURI  
OFFICE OF STATE COURTS ADMINISTRATOR  
REQUEST FOR PROPOSAL**

**RFP NO: OSCA 23-01707  
TITLE: Juvenile Justice Program Assistance  
ISSUE DATE: January 3, 2023**

**CONTACT: Russell Rottmann  
PHONE NO: 573-522-6766  
E-MAIL: osca.contracts@courts.mo.gov**

**RETURN PROPOSAL NO LATER THAN: 4 p.m., March 7, 2023**

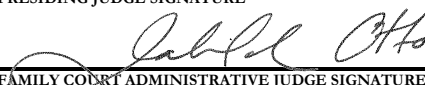
**RETURN PROPOSAL EITHER VIA E-MAIL, USPS or COURIER SERVICE:**

**(U.S. Mail)  
Office of State Courts Administrator  
P.O. Box 104480  
Jefferson City, Mo 65110 - 4480**



**(Courier Service)  
Office of State Courts Administrator  
2112 Industrial Dr.  
Jefferson City, Mo 65109**

**CONTRACT PERIOD: July 1, 2023 through June 30, 2024**

**SIGNATURE REQUIRED**

PRESIDING JUDGE SIGNATURE 	DATE March 6, 2023
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)	
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)	TITLE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	DATE
COURT 16th Judicial Circuit - Family Court Division	
MAILING ADDRESS 415 E. 12th Street	
CITY, STATE, ZIP Kansas City, Missouri 64106	
CONTACT PERSON Pamela Behle	TITLE Director, ADS-FC
PHONE NUMBER (816) 881-6518	E-MAIL ADDRESS pbehle@courts.mo.gov

**NOTICE OF AWARD (OSCA USE ONLY)**

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
Requested: \$6,078.75	Approved: \$6,000.00	Community Outreach and Training
CONTRACT NO. OSCA 23-01707-12	CONTRACT PERIOD July 1, 2023 through June 30, 2024	
CONTRACTS SECTION 	DATE 07/06/2023	DEPUTY STATE COURTS ADMINISTRATOR 

**OSCA 22-01423 Juvenile Justice Program Assistance  
Grant Proposal  
16<sup>th</sup> Circuit – Jackson County Family Court**

RFP NO: OSCA 23-01707

CONTACT: Russell W. Rottmann

TITLE: Juvenile Justice Program Assistance

PHONE NO: 573-522-6766

ISSUE DATE: January 3, 2023

E-MAIL: [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov)

PROPOSAL DEADLINE: March 7, 2023

CONTRACT PERIOD: July 1, 2023 through June 30, 2024

**Name and Brief Description of Proposed Program**

Program Category: Competency

Program Name: Community Outreach and Training for SPER Initiative

Program Summary and Goals:

Shifting Power for Equity and Results (“SPER”) is an initiative of the Jackson County Family Court and the Annie E. Casey Foundation to address racial disproportionality at the Family Court’s front door—that is, in the delinquency referrals the Court receives from police, schools, and other community agencies. In recent years, African-American youth in Jackson County have been up to four times as likely to be referred to the Court for delinquent offenses than Caucasian youth. The goal is to address the racial disproportionality in referrals for delinquency allegations by reducing the use of Family Court as a solution—to school-discipline problems, mental-health issues, family and peer conflicts, trauma, adolescent volatile emotions and boundary testing, and other factors. The SPER Initiative is led by the Court’s Racial & Ethnic Disparities (RED) Program Manager and a Committee made up of Court staff and representatives from law enforcement, the Kansas City Public School District, and a few other community agencies.

Phase I of the SPER Initiative is an effort to increase direct referrals from law enforcement to the Kansas City Youth Court. That phase is well underway, and the SPER Committee is transitioning to Phase II, which has the goal of creating community diversion programs and deflecting youth from the justice system by directing them to services from outside partners. The first step in creating these opportunities is getting the word out about the SPER Initiative. The SPER Committee will seek to form relationships with community partners, gathering these stakeholders to connect, brainstorm, and discuss at a handful of Community Outreach meetings over the course of the year. They will also develop and present training to Family Court staff about the SPER Initiative and racial and ethnic disparity at the Court.

This grant would fund Phase II outreach efforts by providing refreshments for the Community Outreach meetings and Family Court training sessions as well as printed resource materials to distribute to community partners who have a hand in providing services or making youth referrals.

### **Geographic Area and Need for the Program**

Over half of referrals to the Jackson County Family Court are for youth from Kansas City, with fewer from the Jackson County suburbs. Historically, suburban police departments have been more likely than the Kansas City Police Department (KCPD) to divert youth from the juvenile-justice system through programs like youth courts. Phase I of the SPER Initiative has been an effort to increase referrals directly from KCPD to the Kansas City Youth Court, bypassing the Family Court. Addressing delinquency in a way that allows youth to avoid touching the Court system entirely prevents them from acquiring a formal record, having to attend intake meetings and multiple hearings, being detained or spending time out of the home, being placed under surveillance, and having to comply with a list of orders that can take a significant amount of time and family resources. Preventing Court involvement when possible reduces trauma for youth, alleviates burdens on families, and lightens the load on the juvenile-justice system. It provides a path away from the school-to-prison pipeline that works to entrench racial disparities.

Phase II of the SPER Initiative is to meet with the community. We need to form the relationships, brainstorm the diversion opportunities, and educate the stakeholders about what we are doing and why we want to do it. These stakeholders include Family Court staff, who need to understand the goals of and need for SPER so they buy into a new way of thinking about the role of the Court. We want to bring about a mind shift and build intrinsic motivation to find alternatives to Court involvement whenever possible. We want to empower staff to explore options for deflection from the justice system and inspire community partners to join us in that mission.

When we go out into the community, we don't want to go empty-handed. Whether we are meeting with community members or Family Court staff, we feel that providing refreshments is a gesture that shows attention to the comfort of our guests and appreciation for the time they are giving us. Many of the people we invite to Community Outreach meetings will be heads of organizations with busy schedules. Meeting over the lunch hour and providing food should allow more people to come to the table, stay, sit, talk, and listen. We want to make it easy for people to attend these meetings and easy for them to leave ready to go about their day.

In addition to sharing food, we need to be able to share written materials with the organizations we invite to our meetings. Flyers and brochures will help to remind attendees of the initiative and let them know who to contact with ideas for collaboration. Once we generate a list of community resources, publishing them in a brochure for law enforcement agencies, schools, probation officers, and case workers will help them remember what alternatives they have to filing a referral.

The primary barrier to starting community-outreach efforts is the lack of a budget for SPER. The Family Court has devoted staff time to the initiative but has not provided funds for materials or other resources. In order to move forward with Phase II, SPER needs the funding to host meetings, provide training, and print educational materials.

### **Target Population and Selection Process**

This grant will have a number of targets, direct and indirect. Direct targets of community-outreach efforts include representatives from agencies that work with and provide services to youth and families, law enforcement agencies, and schools. They also include members of the SPER Committee and all Family Court staff, who would receive training on the SPER initiative and the Court's work to combat racial and ethnic disparities.

Indirect targets of the grant will be the youth and families affected by the partnerships that come out of the community meetings and the shift in mindset we hope to bring about through Family Court training. These will tend to be youth from Kansas City, ages 12-17 with low-level delinquency allegations that may have been referred to the Court in the past but who could be diverted away from the system entirely. The majority of youth referred to the Court from Kansas City are African American (81% of youth from Kansas City are Black, compared to 58% of all youth referred). Many youth are from families with low socioeconomic status. Median household income in the three most common home zip codes for youth referred to the Family Court for delinquent offenses in 2022 ranged from \$23,800 to \$28,500. By comparison, median household income for Jackson County as a whole is around \$60,800.

Youth from disadvantaged families may have a harder time fulfilling requirements if they receive a referral to the Court. Parents may be less able to take off work or arrange transportation for youth to go to an intake meeting or Court hearing. Youth are more likely to have to work to contribute to the family income and have less time for Court-ordered services. Black youth may also suffer more than their white peers from formal involvement with the Court system. Implicit biases may result in disproportionate treatment within the system or from others who learn about their Court referral. Working with community agencies in Kansas City specifically will help ensure greater access to diversion opportunities for minority youth who are negatively impacted by the perceived lack of alternatives to Family Court referral.

### **Service Providers**

The RED Program Manager at the Jackson County Family Court will be responsible for coordinating the Community Outreach meetings and will work with other Family Court

staff and members of the SPER Committee to conduct training for the Family Court. No paid facilitators or trainers will be required.

Refreshments for the Community Outreach meetings and Family Court training will be provided by Family Court Support Services. The food is prepared in the Family Justice Center's licensed commercial kitchen by staff certified for food handling.

We will seek to acquire space for community meetings and Family Court trainings through in-kind donations. If this is not possible, we will rent a space appropriate for the projected group size. For the community meetings, this would be about 25 attendees. For Family Court training sessions, this would be about 50 people. We have based our budget request on the cost of facility rental at Delta Athenaeum in mid-town Kansas City.

Resource materials will be designed by Family Court staff and printed by Control Printing Group in Independence, Missouri, an approved Family Court vendor.

### **Number of Youth Served**

This grant will have an impact on all youth served by the Family Court as well as those who would have been referred to the Family Court in the past but who will be diverted from referral as a result of the SPER Initiative.

In 2022, the Court received approximately 950 delinquency and status referrals. Over 550 of these were rejected or diverted after referral. If a third of the referrals that are currently sent to Court but not prosecuted were never sent to the Court in the first place, that would mean nearly 200 fewer referrals—that is, 200 youth each year directly impacted by the SPER Initiative.

### **Hours of Service**

The three Community Outreach meetings held as part of this grant would be scheduled for 2 hours each, for a total of 6 hours. Four Family Court training sessions would be scheduled for 3-4 hours each, for a total of 12-16 hours. This does not include preparation time by SPER Committee members.

When calculating the cost of facility rental, we have accounted for an additional hour per session for set up/break down.

### **Fidelity Plan**

If grant funds are approved, the RED Program Manager will initiate planning for three Community Outreach meetings and four Family Court training sessions to be held between July 1, 2023, and June 30, 2024. The events will be spaced evenly over the course of the grant year as scheduling and logistical issues permit. The planning for these events will take place at regular SPER Committee meetings and at additional workgroup meetings that are convened for planning purposes. The RED Program Manager will have

primary responsibility for arranging meeting space, scheduling meetings, inviting participants, ordering food, and coordinating other meeting logistics.

The SPER Committee will discuss and decide on the most important information to convey in written materials for potential community partners and will identify an individual or team to design the flyers or brochures. These will be approved by the Committee and printed before the first Community Outreach meeting. About half of the budget will be reserved for a second printing so that the Committee can re-evaluate and revise what information is most important to convey.

Community Outreach meetings and Family Court trainings will be held in person if public health conditions in the community permit. As long as rates of COVID-19 transmission are low and masking is not required in Court facilities, masks will not be required for the in-person meetings. If the rate of community spread is high enough that masking is required in Court buildings, the Community Outreach meetings and training sessions will be held virtually or postponed. Meals may still be provided for virtual sessions with delivery arranged by the RED Program Manager.

## **Budget**

Contractual services: **Refreshments** **Total: \$1,953.75**

- *Lunch for Community Outreach Meetings (3)*

Costs for catering by Jackson County Family Court per person:

Sandwiches	\$6.00
Chips	\$0.50
Cookies	\$1.20
Water	\$0.25
Soda	\$0.50
<b>TOTAL</b>	<b>\$8.45 per person</b>

(x 25 people x 3 meetings) = **\$633.75**

- *Breakfast for Family Court Morning Training Sessions (2)*

Costs for catering by Jackson County Family Court per person:

Breakfast pastries	\$3.00
Coffee	\$0.75
Water	\$0.25
Juice	\$0.75
<b>TOTAL</b>	<b>\$4.75 per person</b>

(x 50 staff x 2 meetings) = **\$475.00**

- *Lunch for Family Court Afternoon Training Sessions (2)*

Costs for catering by Jackson County Family Court for 25 people:

Sandwiches	\$6.00
Chips	\$0.50
Cookies	\$1.20
Water	\$0.25
Soda	\$0.50
<b>TOTAL</b>	\$8.45 per person (x 50 staff x 2 meetings) = <b>\$845.00</b>

**Venue/Meeting Space** **Total: \$3,625.00**

- *Facility rental at Delta Athenaeum: \$125.00 per hour*  
Community Outreach Meetings (3) – 3 hours each  
\$125.00 per hour x 3 hours x 3 sessions = **\$1,125.00**  
Family Court Training Sessions (4) – 5 hours each  
\$125.00 x 5 hours x 4 sessions = **\$2,500.00**

Resource materials: **Brochures on SPER Initiative** **Total: \$500.00**

- Color printing by Control Printing Group  
Cost per brochure: \$0.50 (est.) (x 1,000 brochures) = **\$500.00**

<b>TOTAL GRANT FUNDS REQUESTED:</b>	<b>\$6,078.75</b>
-------------------------------------	-------------------



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

**AN ORDINANCE** appropriating \$18,000.00 from the undesignated fund balance of the 2023 Grant Fund in acceptance of grant funds awarded to the Family Court Division by the Family Court Committee of the Supreme Court of Missouri for the Juvenile Justice Program Assistance Grant.

**ORDINANCE NO. 5772**, July 31, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the Family Court Division has been awarded grant funds in the amount of \$18,000.00 by the Family Court Committee of the Supreme Court of Missouri for the Juvenile Justice Program Assistance (JPPA) Grant for the period of July 1, 2023, through June 30, 2024; and,

WHEREAS, the goal of this program is to provide the Jackson County Family Court Juvenile Detention facility a registered nurse who will provide treatment for youth in secured detention; and,

WHEREAS, the nurse's additional duties will include responding to sick calls, conducting medical charting, providing assistance the doctor and dentist, and monitoring youth during telepsychology visits; and,

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

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

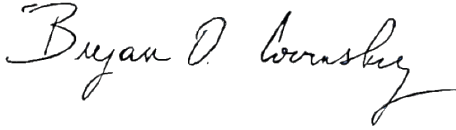
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2023 Grant

Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
010-2161 JPPA-Contract Nurse	45980 - Increase Revenue	\$18,000	
010-9999 Non-Specific	32810 - Undesignated Fund Balance		\$18,000
010-9999 Non-Specific	32810 - Undesignated Fund Balance	\$18,000	
010-2161 JPPA-Contract Nurse	56790 - Other Contractual Services		\$18,000

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

APPROVED AS TO FORM:



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

I hereby certify that the attached Ordinance, Ordinance No. 5772 introduced on July 31, 2023, was duly passed on \_\_\_\_\_, 2023 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. 5772.

\_\_\_\_\_  
Date

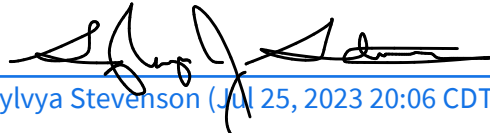
\_\_\_\_\_  
Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 32810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$18,000.00

07/25/2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylvya Stevenson (Jul 25, 2023 20:06 CDT)  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Ord. #5772

Sponsor: Megan L. Marshall

Date: July 31, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5772
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	7/31/2023

Introduction
<b>Action Items:</b> ['Appropriate']
<b>Project/Title:</b>
JJPA - Contractual Detention Nurse

Request Summary
This is a request to appropriate \$18,000 from the 2023 undesignated fund balance in acceptance of funds awarded to the Family Court Division by the Family Court Committee of the Supreme Court of Missouri. The total amount of the award is 18,000 and there is no local match required. The funding is approved by awarding agency for a contractual nurse for the juvenile detention facility.

Contact Information			
<b>Department:</b>	Circuit Court	<b>Submitted Date:</b>	7/19/2023
<b>Name:</b>	Carl Bayless	<b>Email:</b>	carl.bayless@courts.mo.gov
<b>Title:</b>	Grant Coordinator	<b>Phone:</b>	913-963-3557

Budget Information			
Amount authorized by this legislation this fiscal year:			\$18,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$18,000
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$18,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	2161 (JJPA - Contract Nurse)	56790 (Other Contractual Services)	\$18,000

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<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>	
Not Applicable	
<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>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 7/19/2023. Comments:

Approved by Department Approver Theresa Byrd on 7/19/2023 4:23:41 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 7/20/2023 3:41:03 PM.  
Comments:

Approved by Compliance Office Approver Jaime Guillen on 7/20/2023 4:08:26 PM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 7/20/2023 4:48:43 PM.  
Comments: Returned at originator's request.

Submitted by Requestor carl.bayless@courts.mo.gov on 7/20/2023 5:01:35 PM. Comments: Corrected department coding

Approved by Department Approver Theresa Byrd on 7/24/2023 9:16:09 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 7/24/2023 10:19:16 AM.  
Comments:

Approved by Compliance Office Approver Ikeela Alford on 7/24/2023 10:46:51 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 7/24/2023 1:25:09 PM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvya Stevenson on 7/24/2023 1:53:18 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 7/26/2023 9:51:46 AM. Comments:

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: July 24, 2023

ORD # 5772  
eRLA # 1011

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
2161 - JPPA-Contract Nurse	45980 - Increase Revenue	18,000	
9999 - Non Specific	32810 - Undesignated Fund Balance		18,000
9999 - Non Specific	32810 - Undesignated Fund Balance	18,000	
2161 - JPPA-Contract Nurse	56790 - Other Contractual Services		18,000
<div style="border: 1px solid green; border-radius: 5px; padding: 5px; display: inline-block;"> <b>APPROVED</b>  <i>By Sarah Matthes at 1:24 pm, Jul 24, 2023</i> </div>			
Budgeting		\$ 36,000	\$ 36,000





**State of Missouri**  
Office of State Courts Administrator  
Administrative Services Division

**Issue Date**

July 7, 2023

**Contract Period**

July 1, 2023 through  
June 30, 2024

**Award  
Amount**

## Juvenile Justice Program Assistance

The Family Court Committee of the Supreme Court of Missouri, in cooperation with the Circuit Court Budget Committee, has approved and provided funding for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment (JDTA) into a non-secure;pre-adjudication placement.

<b>Contract Number</b>	<input type="checkbox"/> Original Contract
OSCA	<input type="checkbox"/> Contract Amendment

<b>Court/Recipient Information:</b>	<b>Project Director:</b>	<b>OSCA Program Contact</b>
		Courtney Pulley 573-522-4674
		<b>OSCA Fiscal Contact</b>
		Michael Skinner 573-526-8841

**Special Conditions of this award are attached.**       **There are no special conditions of this award. Original RFP requirements only.**

### Please Sign, Date and Return to:

Office of State Courts Administrator  
Attn: Contracts Unit  
P.O. Box 104480  
Jefferson City, MO 65110 - 4480  
e-mail: [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov)

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

<b>Appointing Authority Signature</b> <i>Theresa L. Byrd</i>		<b>OSCA Signature</b> <i>R. Morrissey</i>	
<b>Printed Name</b> Theresa L. Byrd	<b>Date</b> 07-13-2023	<b>Printed Name</b> Richard S. Morrissey	<b>Title</b> Deputy State Courts Administrator
<b>Presiding Judge Signature</b> <i>Jalilah Otto</i>		<b>Date</b> 07/06/2023	
<b>Printed Name</b> Jalilah Otto	<b>Date</b> July 13, 2023		



**STATE OF MISSOURI  
OFFICE OF STATE COURTS ADMINISTRATOR  
REQUEST FOR PROPOSAL**

**RFP NO: OSCA 23-01707  
TITLE: Juvenile Justice Program Assistance  
ISSUE DATE: January 3, 2023**

**CONTACT: Russell Rottmann  
PHONE NO: 573-522-6766  
E-MAIL: osca.contracts@courts.mo.gov**

**RETURN PROPOSAL NO LATER THAN: 4 p.m., March 7, 2023**

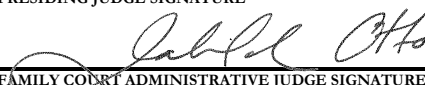
**RETURN PROPOSAL EITHER VIA E-MAIL, USPS or COURIER SERVICE:**

**(U.S. Mail)  
Office of State Courts Administrator  
P.O. Box 104480  
Jefferson City, Mo 65110 - 4480**

**(Courier Service)  
Office of State Courts Administrator  
2112 Industrial Dr.  
Jefferson City, Mo 65109**

**CONTRACT PERIOD: July 1, 2023 through June 30, 2024**

**SIGNATURE REQUIRED**

PRESIDING JUDGE SIGNATURE 	DATE March 6, 2023
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)	
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)	TITLE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	DATE
COURT 16th Judicial Circuit - Family Court Division	
MAILING ADDRESS 415 E. 12th Street	
CITY, STATE, ZIP Kansas City, Missouri 64106	
CONTACT PERSON Pamela Behle	TITLE Director, ADS-FC
PHONE NUMBER (816) 881-6518	E-MAIL ADDRESS pbehle@courts.mo.gov

**NOTICE OF AWARD (OSCA USE ONLY)**

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
Requested: \$18,900.00	Approved: \$18,000.00	Secure Detention Contract Nurse
CONTRACT NO. OSCA 23-01707-11	CONTRACT PERIOD July 1, 2023 through June 30, 2024	
CONTRACTS SECTION 	DATE 07/06/2023	DEPUTY STATE COURTS ADMINISTRATOR 

**OSCA 22-01423 Juvenile Justice Program Assistance  
Grant Proposal  
16<sup>th</sup> Circuit – Jackson County Family Court**

RFP NO: OSCA 23-01707

CONTACT: Russell W. Rottmann

TITLE: Juvenile Justice Program Assistance

PHONE NO: 573-522-6766

ISSUE DATE: January 3, 2023

E-MAIL: osca.contracts@courts.mo.gov

PROPOSAL DEADLINE: March 7, 2023

CONTRACT PERIOD: July 1, 2023 through June 30, 2024

**Name and Brief Description of Proposed Program**

Program Category: Treatment

Program Name: Contract Nurse for Jackson County Secure Detention

Program Summary: This grant would fund a Registered Nurse (RN) to provide treatment to youth in the Jackson County Family Court detention facility. The RN would work approximately 15 hours a week and be responsible for sick calls, medical charting, assisting the doctor and dentist who work with youth in secure detention, and supporting and monitoring youth during telepsychology visits with an outside provider. When conditions warrant, the nurse would assist detention staff in enforcing COVID-19 protocols and monitor youth who report symptoms.

Program Goals: The presence of a nurse in detention will benefit youth by improving access to medical and mental health care. Prior research shows that adolescents in detention facilities face greater health needs than those in the general population, even prior to incarceration.<sup>1</sup> This is largely due to the lower socioeconomic status among those most likely to be incarcerated, exposing them to multiple risk factors including violence, family abuse, substance use, exposure to lead, and lack of routine medical and dental care.<sup>2</sup> Furthermore, teen pregnancy and mental health issues are more common among incarcerated youth. These health disparities are further amplified when incarcerated, as facilities tend to be overcrowded and understaffed. Not only does population density and enclosure leave the youth exposed to various pathogens, but studies have also found evidence of psychological effects ranging from depression to hostility and aggression.<sup>3</sup> Inmates can become victims to violent attacks and even sexual assault. Youth who are detained are also disproportionately African American (73% of youth in detention in 2022 were African American, compared to 31% of the youth population of Jackson County), so ensuring that detained youth have adequate access to medical care is also a

---

<sup>1</sup> Elizabeth S. Barnert et al., “Juvenile Incarceration and Health,” *Academic Pediatrics* 16(2): 99-109 (2016).

<sup>2</sup> Robert E. Morris, “The Health of Youth in the Juvenile Justice Systems,” *Adolescent Medicine* 12(3): 471-483 (2001); Paula K. Braverman & Pamela J. Murray, “Health Care of Youth in the Juvenile Justice System,” *Pediatrics* 128: 1219-1235 (2011).

<sup>3</sup> K. L. Faiver. “Special Health Concerns of Youth in Corrections,” in *Correctional Health Care Delivery* (2020).

racial equity issue. If the health of youth who are detained suffers as a result of their detention, this will impact youth of color at a higher rate than Caucasian youth.

Low-income and minority individuals often have reduced access to medical care in the community, and providing this service in the court's detention facility will give youth the opportunity to raise medical concerns that may not have been previously addressed. Employing a nurse serves the goal of providing for the physical needs of the youth in custody as well as ensuring that youth who are already more likely to have poorer health outcomes than wealthier Caucasian youth in Jackson County do not fall further behind in their medical care.

### **Geographic Area and Need for the Program**

The youth who spend time in detention are typically those youth referred to the Court for serious offenses or who have been determined to be at high risk of reoffending. These youth often come from parts of Jackson County with higher rates of poverty—typically inside Kansas City rather than the suburbs. Poverty rates in the three most common home zip codes for youth in detention in 2022 ranged from 25% to 37% with median household incomes between \$30,000 and \$40,000. By comparison, the poverty rate for Jackson County as a whole is about 13% with a median household income of around \$60,800. Prior studies have shown that youth from low-SES households are three times more likely to commit violent offenses than their high-SES counterparts.<sup>4</sup> Youth in detention are disproportionately African American and male. Low-income and minority individuals often have less access to health care, so ensuring that medical services are available for youth in custody is important to making sure their needs are addressed.

The Family Court has a medical doctor who visits the detention facility twice a week. Youth also leave the facility for medical and dental treatment as needed. Telepsychology visits are conducted virtually through Truman Hospital. The nurse funded through this grant will help fill these gaps in treatment—providing more immediate and frequent medical care than is available through existing resources.

### **Target Population and Selection Process**

This grant will target youth in the Jackson Count Family Court's Secure Detention facility. Youth are admitted to detention after being referred to the Court by local law enforcement agencies for an alleged delinquent offense and are determined to be at high risk of reoffending or not attending Court hearings. Virtually all youth admitted to detention will receive services from the nurse at some point, though youth who are sick or have medical appointments scheduled during their time in care will interact with the nurse most frequently.

---

<sup>4</sup> Roderik Rekker et al., "Moving In and Out of Poverty: The Within-Individual Association Between Socioeconomic Status and Juvenile Delinquency," *PLoS ONE* 10(11) (2015).

**Service Provider**

Jackson County Family Court will contract with Blue Diamond Medical Staffing to hire a Registered Nurse for 15 hours per week. Blue Diamond is a Kansas City–based company that hires and places nurses and other medical professionals in Missouri and internationally. The nurse will have the licensing and credentials of a Registered Nurse in the State of Missouri.

**Number of Youth Served**

About 222 unique youth were served in secure detention in 2022, and we estimate that a similar number would be served during the period of this grant. The average daily population of the facility was 22 youth, so the nurse would be responsible for the care of approximately 20 to 25 youth at any given time.

**Hours of Service**

The number of hours of service would vary for each youth depending on individual medical needs and appointment schedules. In a given week, some youth may not see the nurse at all, while others might spend 15 minutes to an hour with the nurse for an exam or appointment—or longer if the youth is sick.

**Fidelity Plan**

If grant funds are approved, Jackson County Family Court will initiate a contract with Blue Diamond Medical Staffing to hire an RN, to start soon after the beginning of the grant cycle. The nurse will be contracted for 42 weeks to allow time for the contract to be established. The requested grant funds will cover half the cost of the nurse’s salary, and the Court will fund the other half.

The nurse will be subject to all COVID-19 health and safety precautions observed by the detention facility, including masking when required and notifying a supervisor of any symptoms of COVID-19 or exposure to the virus. The nurse will be responsible for sanitizing medical equipment and surfaces in the nurse’s office as well as recording and monitoring the condition of youth who report symptoms of COVID-19.

**Budget**

Contractual services: Registered Nurse through Blue Diamond Medical Staffing –  
\$37,800 per year  
    \$18,900 to be paid by Jackson County Family Court  
    **\$18,900 in grant funds requested**

15 hours per week x 42 weeks = 630 hours  
630 hours @ \$60.00 per hour = \$37,800 per year

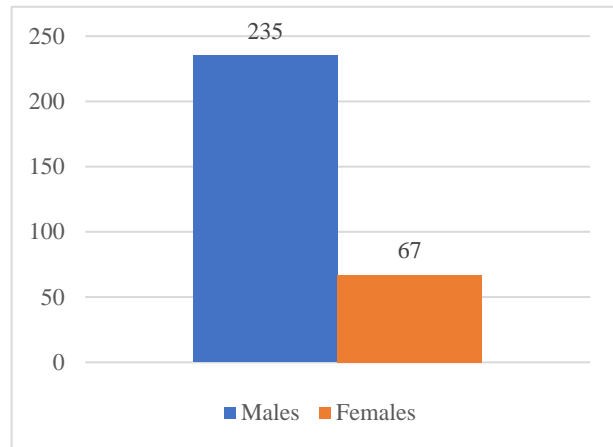
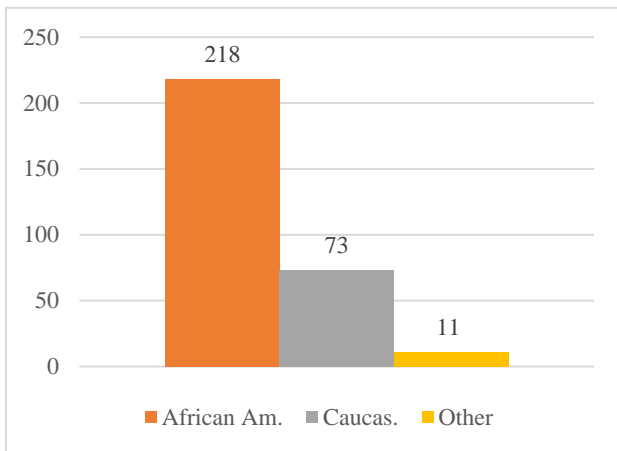
*Proposed number of juveniles served:* Approximately 225 youth  
*Cost of proposed services per person:* Approximately \$168.00  
*Grant funds utilized per person:* Approximately \$84.00

**Supporting Documentation:** Number of youth to be served by the program

**Youth Admitted to Secure Detention<sup>5</sup>**

	2018	2019	2020	2021	2022
Admissions	251	211	140	210	302
<i>Avg. Daily Population</i>	<i>23</i>	<i>18</i>	<i>14</i>	<i>17</i>	<i>22</i>

**Youth Admitted to Secure Detention, 2022**



<sup>5</sup> These charts report all admissions to secure detention. Individual youth admitted multiple times throughout the year are counted at each date of admission.

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

**AN ORDINANCE** appropriating \$185,558.00 from the undesignated fund balance of the 2023 Grant Fund, in acceptance of the Family Court Division's Juvenile Court Diversion grant received from the State of Missouri, Division of Youth Services.

**ORDINANCE NO. 5773**, July 31, 2023

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Family Court Division has been awarded a grant by State of Missouri, Division of Youth Services in the amount of \$185,558.00 for the Juvenile Court Diversion Program for the period of July 1, 2023, through June 30, 2024; 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 2023 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Juvenile Court Diversion			
010-2163	45981 - Increase Revenues	\$185,558	
010-9999	32810- Undesignated Fund Balance		\$185,558
010-9999	32810- Undesignated Fund Balance	\$185,558	
Juvenile Court Diversion			
010-2163	55010- Regular Salaries		28,060
010-2163	55040- FICA Taxes		2,146
010-2163	55060- Insurance Benefits		9,190
010-2163	56620- Rent-Buildings		9,200
010-2163	56860- Restitution Payments		10,000
010-2163	56790- Other Contractual Services		94,879
010-2163	57230- Other Operating Supplies		29,040
010-2163	58170- Other Equipment		3,043

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:

*Bryan O. Boushey*

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

I hereby certify that the attached ordinance, Ordinance No 5773 introduced on July 31, 2023, was duly passed on \_\_\_\_\_, 2023 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. 5773.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 010 32810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$185,558.00

07/25/2023

*Sylvia Stevenson*

Sylvia Stevenson (Jul 25, 2023 20:06 CDT)

\_\_\_\_\_  
Date

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

# Request for Legislative Action

Ord. 5773  
Sponsor: Venessa Huskey  
Date: July 31, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5773
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	7/31/2023

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

Request Summary
This is a request to appropriate \$185,558.00 from the 2023 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 2023 through June30, 2024. 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 \$185,558 into the accounts herein:

Contact Information			
<b>Department:</b>	Circuit Court	<b>Submitted Date:</b>	7/20/2023
<b>Name:</b>	carl bayless	<b>Email:</b>	carl.bayless@courts.mo.gov
<b>Title:</b>	grant coord	<b>Phone:</b>	913-963-3557

Budget Information			
Amount authorized by this legislation this fiscal year:			\$185,558
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$185,558
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$185,558

## Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	2163 (JCD)	55010 (Regular Salaries)	\$28,060
010 (Grant Fund)	2163 (JCD)	55040 (FICA Taxes)	\$2,146
010 (Grant Fund)	2163 (JCD)	55060 (Insurance Benefits)	\$9,190
010 (Grant Fund)	2163 (JCD)	56620 (Rent - Buildings)	\$9,200
010 (Grant Fund)	2163 (JCD)	56860 (Restitution Payments)	\$10,000
010 (Grant Fund)	2163 (JCD)	56790 (Other Contractual Services)	\$94,879
010 (Grant Fund)	2163 (JCD)	57230 (Other Operating Supplies)	\$29,040
010 (Grant Fund)	2163 (JCD)	58170 (Other Equipment)	\$3,043

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5660	September 12, 2022
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%

## Request for Legislative Action

WBE: .00%
VBE: .00%
<b>Prevailing Wage</b>
Not Applicable

### 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: carl bayless on 7/20/2023. Comments:

Approved by Department Approver Theresa Byrd on 7/24/2023 9:16:54 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 7/24/2023 10:18:26 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 7/24/2023 10:45:59 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 7/24/2023 1:46:12 PM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvia Stevenson on 7/24/2023 1:56:12 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 7/26/2023 9:52:54 AM. Comments:

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: July 24, 2023

ORD # 5773  
eRLA # 1015

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
2163 - JCD	45981 - Increase Revenue	185,558	
9999 - Non Specific	32810 - Undesignated Fund Balance		185,558
9999 - Non Specific	32810 - Undesignated Fund Balance	185,558	
2163 - JCD	55010 - Regular Salaries		28,060
2163 - JCD	55040 - FICA Taxes		2,146
2163 - JCD	55060 - Insurance Benefits		9,190
2163 - JCD	56620 - Rent-Buildings		9,200
2163 - JCD	56860 - Restitution Payments		10,000
2163 - JCD	56790 - Other Contractual Services		94,879
2163 - JCD	57230 - Other Operating Supplies		29,040
2163 - JCD	58170 - Other Equipment		3,043
<div style="border: 1px solid green; border-radius: 5px; padding: 5px; display: inline-block;"> <b>APPROVED</b>  <i>By Sarah Matthes at 1:45 pm, Jul 24, 2023</i> </div>			
		<u>\$ 371,116</u>	<u>\$ 371,116</u>

Budgeting



**State of Missouri  
Department of Social Services  
Contract Amendment**

*Contract Description:*  
**Juvenile Court Diversion**  
*Amendment Description:*  
**FY24 Renewal**

**Contract #: ER172-23012**

**Amendment # 001**

**Amendment Date: July 1, 2023**

**Contractor Information:**

Contractor Name: **16<sup>th</sup> Judicial Circuit**  
Mailing Address: **415 East 12<sup>th</sup> Street**  
City, State Zip: **Kansas City, MO 64106**

The above referenced contract between **16<sup>th</sup> Judicial Circuit** and the Department of Social Services is hereby amended as follows:

1. The contract is renewed for the period July 1, 2023 through June 30, 2024.
2. The renewal amount for the period stated above is based on the revised Attachment 1 Budget page attached below.
3. This amendment shall be effective July 1, 2023. All other terms and conditions shall remain unchanged.

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

*Theresa L. Byrd*

Authorized Signature for the Contractor

Deputy Court Administrator

Title

07-13-2023

Date

*Patrick Inelibeing CG*

Authorized Signature for the Department of Social Services

July 17, 2023

Date

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

**APPROVED BUDGET**

State Fiscal Year:

Judicial Circuit #:

Contract Number:

|                             | Project Title                                     | Current Budget       | Approved FY24 Budget |
|-----------------------------|---------------------------------------------------|----------------------|----------------------|
| #2                          | Expressive Arts and Self-Care (General Revenue)   | \$ 32,529.00         | \$ 32,529.00         |
| #3                          | Day Reporting (Gaming)                            | \$ 14,000.00         | \$ 14,000.00         |
| #4                          | CORPS (Gaming)                                    | \$ 28,042.00         | \$ 28,042.00         |
| #6                          | Educational Consulting Services (Gaming)          | \$ 58,350.00         | \$ 58,350.00         |
| #7                          | Emerging Adults Justice Program (General Revenue) | \$ 19,200.00         | \$ 9,200.00          |
|                             | Emerging Adults Justice Program (Gaming)          | \$ 43,437.00         | \$ 43,437.00         |
| <b>TOTAL FUNDS APPROVED</b> |                                                   | <b>\$ 195,558.00</b> | <b>\$ 185,558.00</b> |



## Jackson County Family Court Grant Program Information

**Ordinance Number:** #####

**Program Name:** Juvenile Court Diversion (JCD) Grant

**Funding Agency:** Missouri Division of Youth Services (DYS)

**Funding Arrangements and Use of Funds:** \$185,558.00 to continue programming in Jackson County to divert youth from commitment to the Division of Youth Services for treatment.

**Funding Period for Grant:** The grant period is July 1, 2023 to June 30, 2024

**New or Existing Program/Continued Funding Opportunity:** Existing program

**Program Description :** The DYS JCD grant funds treatment programming for Family Court Services. The following program and service activities are funded by this grant:

Residential Expressive Arts & Self Care (\$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.

Day Reporting Program (\$14,000) – supplies and services for youth attending the Drop In Center to prevent subsequent offending when youth are not in school.

CORP Restitution (\$28,042) – restitution funds for victims to be earned by youth completing community service, includes supplies.

Education Consulting (\$58,350) – provision of services from certified teachers to support educational goals and plans for youth under supervision.

Emerging Adult Justice (\$43,437.00) – personnel (Coordinator) for serving 17 year old youth diverted from formal court services.

Emerging Adult Justice (\$9,200) – lease of community house for programming in a home-like setting.

**Theoretical or Practical Basis:** For youth at-risk for system involvement and currently justice-involved, the arts provide a means 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.

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.

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





## Jackson County Family Court Grant Program Information

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 2023-24 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***

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

**A RESOLUTION** expressing the intent of the Legislature to recommend amending Missouri state statute to allow for a mid-year tax collection date as opposed to the current collection date of December 31<sup>st</sup>.

**RESOLUTION NO. 21346**, July 31, 2023

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, taxes are assessed on personal property owned on January 1st of every year, but taxes are not billed until November of the same year; and,

WHEREAS, taxes are due by December 31<sup>st</sup> for the entire amount assessed and billed regardless of the ownership status of the property or if it has been moved from Jackson County; and,

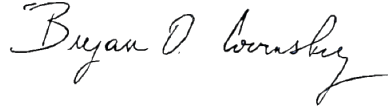
WHEREAS, personal property taxes are levied annually against tangible personal and real property and are due December 31<sup>st</sup> of each year per Missouri state statute; and,

WHEREAS, a mid-year collection of personal property taxes would be appropriate; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature does hereby express its intent and recommendation to the Missouri State Legislature of a mid-year tax collection date.

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

APPROVED AS TO FORM:



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

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21346 of July 31, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# Request for Legislative Action

Res. #21346  
Sponsor: Manuel Abarca IV  
Date: July 31, 2023

| Completed by County Counselor's Office |                  |                           |           |
|----------------------------------------|------------------|---------------------------|-----------|
| Action Requested:                      | Resolution       | Res.Ord No.:              | 21346     |
| Sponsor(s):                            | Manuel Abarca IV | Legislature Meeting Date: | 7/31/2023 |

| Introduction                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Action Items:</b> ['Courtesy']                                                                                                                                                                    |
| <b>Project/Title:</b>                                                                                                                                                                                |
| A resolution expressing the intent of the Legislature to recommend amending MO state statute to allow for a mid-year tax collection date as opposed to the current collection date of December 31st. |

| Request Summary                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ...                                                                                                                                                                                                                                                                                           |
| ...                                                                                                                                                                                                                                                                                           |
| WHEREAS, Personal property taxes are levied annually against tangible personal property and due December 31 each year; now therefore,<br>BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature does hereby recommend a mid-year tax collection due date. |

| Contact Information |                      |                        |                               |
|---------------------|----------------------|------------------------|-------------------------------|
| <b>Department:</b>  | County Legislature   | <b>Submitted Date:</b> | 7/10/2023                     |
| <b>Name:</b>        | Rebeca Amezcua-Hogan | <b>Email:</b>          | RAmezcua-Hogan@jacksongov.org |
| <b>Title:</b>       | Legislative Aide     | <b>Phone:</b>          | 816-881-3466                  |

| 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

|                          |                  |
|--------------------------|------------------|
| <b>Prior Legislation</b> |                  |
| <b>Prior Ordinances</b>  |                  |
| Ordinance:               | Ordinance date:  |
|                          |                  |
| <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>                              |      |
| 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> |
| •                         |

## Request for Legislative Action

### History

Submitted by County Legislature requestor: Rebeca Amezcua-Hogan on 7/10/2023. Comments:

Approved by Department Approver Mary Jo Spino on 7/10/2023 11:52:38 AM. Comments: mjs

Not applicable by Purchasing Office Approver Barbara J. Casamento on 7/10/2023 11:58:03 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 7/10/2023 12:12:35 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 7/10/2023 12:24:22 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 7/12/2023 11:11:21 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 7/26/2023 9:48:15 AM. Comments:

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

**A RESOLUTION** awarding a thirty-six-month term and supply contract, for the furnishing of Workday configured timeclocks, implementation and integration services, and software maintenance for use by the 16<sup>th</sup> Circuit Court and various County departments to Accu-Time Systems Inc., of Ellington, CT of under the terms and conditions of Request for Proposals No. 23-038.

**RESOLUTION NO. 21347**, July 31, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, by Resolution 21036, dated September 12, 2022, the Legislature did authorize a ten-year contract for the furnishing of a cloud-based, software-as-a-service, enterprise resource management (ERP) solution for use by the Departments of Finance and Purchasing, Human Resources, and the Jackson County Circuit Court to Precision Task Group; and,

WHEREAS, this contract includes Workday implementation services, certified functional-workstream, subject matter experts to supplement customer teams (PTG professional services), Workday certified training for functional leads, and ten-year Workday subscription plan; and,

WHEREAS, the County's existing timeclocks are not compatible with the new Workday system, necessitating a Request for Proposals for Workday configured timeclocks; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Request for Proposals No. 23-038 for a term and supply contract for the furnishing of Workday configured timeclocks, implementation and integration services, and software maintenance for use by the 16<sup>th</sup> Circuit Court and various County departments for one thirty-six-month term; and,

WHEREAS, these time clocks will replace the ones currently in use throughout the County and provide for seamless integration with the new Workday software set to launch December 18, 2023; and,

WHEREAS, a total of five notifications were distributed and five responses were received and evaluated, from the following:

**VENDORS**

Accu-Time Systems, Inc.  
Ellington, CT

ZKTeco  
Dongguan, China

TimeClock Plus, LLC  
Denver, CO

Dormakaba Workforce Solutions LLC  
Kansas City, KS

EasyWorkforce  
Miramar, FL



and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the evaluation committee and the Director of Finance and Purchasing recommends an award to Accu-Time Systems Inc., of Ellington, CT; and,

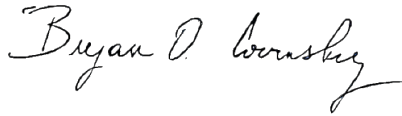
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the award be made as recommended by the evaluation committee and 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 of Finance and Purchasing be and hereby is authorized to make all payments, including final payment, on the contracts to the extent that sufficient appropriations to the using spending agencies are available in the then current Jackson County budget.

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

APPROVED AS TO FORM:



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21347 of July 31, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_


Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

07/25/2023

  
[Sylvya Stevenson \(Jul 25, 2023 20:06 CDT\)](#)

\_\_\_\_\_  
Date

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

# Request for Legislative Action

Res. #21347

Sponsor: Megan L. Marshall

Date: July 31, 2023

## Completed by County Counselor's Office

|                   |                   |                           |           |
|-------------------|-------------------|---------------------------|-----------|
| Action Requested: | Resolution        | Res.Ord No.:              | 21347     |
| Sponsor(s):       | Megan L. Marshall | Legislature Meeting Date: | 7/31/2023 |

## Introduction

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

**Project/Title:**

Resolution awarding a thirty-six-month term and supply contract for the furnishing of Workday configured timeclocks, associated implementation and integration services, and software maintenance for the use by 16th Circuit Court and Jackson County associates pursuant to Jackson County Code, Chapter 10, Section 1050.

## Request Summary

On Sept. 19, 2022 the Jackson County Legislature approved Resolution 21036, awarding a ten-year contract for the furnishing of a cloud-based, software-as-a-service, enterprise resource management (ERP) solution for use by the Departments of Finance and Purchasing and Human Resources and the Jackson County Circuit Court to Precision Task Group. This contract includes Workday implementation services, certified functional-workstream, subject matter experts to supplement customer teams (PTG professional services), Workday certified training for functional leads, and 10-year Workday subscription plan.

The Workday implementation is well under way with a planned go-live for Dec. 18, 2023. We anticipated and planned for existing timeclocks not being compatible with the new Workday system. Therefore, we have solicited competitive bids under Request for Proposal No. 23-038 for Workday configured timeclocks.

On May 1, 2023, Jackson County Purchasing posted RFP No. 23-038 for Workday configured timeclocks as a formal competitive bid pursuant to Jackson County Code, Chapter 10, Section 1050. The timeclocks will be used by associates of both Jackson County and 16th Circuit Court to be integrated and launched with Workday time tracking. Current timeclocks are proprietary to our current time and attendance software and cannot be reused for Workday Time and Attendance.

The RFP closed on May 30, 2023. A total of 5 submissions were received and reviewed by the evaluation committee. The evaluation committee consisted of IT Department associates from Jackson County and the 16th Circuit Court. Weighted evaluation criteria included

1. Responsiveness to request (scored by buyer), up to 25 points,
2. Quality of solution and services, up to 25 points,
3. Proposed timeline, up to 25 points,
4. Firm experience, up to 10 points,
5. Total solution cost, up to 15 points.

The evaluation committee review produced the following scores:

**Vendor**

## Request for Legislative Action

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Total - 100</b></p> <p>Accu-Time Systems Inc<br/>93.5</p> <p>ZKTeco<br/>90.0</p> <p>TimeClock Plus, LLC<br/>70.8</p> <p>dormakaba Workforce Solutions LLC<br/>63.0</p> <p>EasyWorkforce<br/>33.0</p> <p>Based on the thorough review and examination by the committee, we recommend Accu-Time Systems Inc for the award of RFP 23-038 as the best solution with the best value for the Citizens of Jackson County.</p> <p>We estimate the first-year expenditure of \$180,000 for clocks, hosting and/or support and implementation fees. Subsequent years would include annual hosting fees, hardware maintenance fees and adding or replacing equipment as needed.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| <b>Contact Information</b> |                                   |                        |                      |
|----------------------------|-----------------------------------|------------------------|----------------------|
| <b>Department:</b>         | Information Technology            | <b>Submitted Date:</b> | 7/7/2023             |
| <b>Name:</b>               | Lisa Honn                         | <b>Email:</b>          | LHonn@jacksongov.org |
| <b>Title:</b>              | Digital Services Business Analyst | <b>Phone:</b>          | 816-881-3208         |

| <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> |

| <b>Prior Legislation</b> |                 |
|--------------------------|-----------------|
| <b>Prior Ordinances</b>  |                 |
| Ordinance:               | Ordinance date: |
|                          |                 |

## Request for Legislative Action

| Prior Resolution |                    |
|------------------|--------------------|
| Resolution:      | Resolution date:   |
| 21036            | September 12, 2022 |

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

## Request for Legislative Action

Submitted by Information Technology requestor: Lisa Honn on 7/7/2023. Comments:

Approved by Department Approver Michael S. Erickson on 7/9/2023 5:30:08 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 7/10/2023 9:30:07 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 7/10/2023 9:57:22 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 7/10/2023 10:19:17 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 7/10/2023 10:47:19 AM. Comments:

Returned for more information by Counselor's Office Approver Theresa E. Bullington on 7/10/2023 3:20:43 PM. Comments: There is no fiscal note or indication of whether this is as needed. Please add this information and return.

Submitted by Requestor Lisa Honn on 7/14/2023 9:27:21 AM. Comments: Funds are currently available in department budget for purchases against this requested term and supply contract. Therefore, a fiscal note is not needed as confirmed by the Budget Office approval without a fiscal note. We estimate the first-year expenditure of \$180,000 for clocks, hosting and/or support and implementation fees. Subsequent years' anticipated expenditures would include annual hosting fees, hardware maintenance fees and adding or replacing equipment as needed.

Approved by Department Approver Michael S. Erickson on 7/14/2023 9:32:52 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 7/14/2023 10:10:42 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 7/14/2023 12:42:55 PM. Comments:

Approved by Budget Office Approver Mark Lang on 7/17/2023 9:09:50 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 7/17/2023 9:45:04 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 7/26/2023 10:46:11 AM. Comments:

# Memo



**To:** Craig Reich, Senior Buyer

**From:** Michael Erickson, Director Information Technology

**CC:**

**Date:** June 22, 2023

**Re:** RFP 23-038 Committee Recommendation

---

On May 1, 2023, Jackson County Purchasing posted RFP (request for proposal) 23-038 for Workday configured timeclocks as a formal competitive bid pursuant to Jackson County Code, Chapter 10, Section 1050. The timeclocks will be used by associates of both Jackson County and 16<sup>th</sup> Circuit Court to be integrated and launched with Workday time tracking. Current timeclocks are proprietary to our current time and attendance software and cannot be reused for Workday Time and Attendance.

The RFP closed on May 30, 2023. A total of 5 submissions were received and reviewed by the evaluation committee. The evaluation committee consisted of IT Department associates from Jackson County and the 16<sup>th</sup> Circuit Court. Weighted evaluation criteria included 1. Responsiveness to request (scored by buyer), up to 25 points, 2. Quality of solution and services, up to 25 points, 3. Proposed timeline, up to 25 points, 4. Firm experience, up to 10 points, 5. Total solution cost, up to 15 points. The evaluation committee review produced the following scores:

| Vendor                            | Complete response (25) | Solution & service (25) | Timeline (25) | Experience (10) | Cost (15) | Total (100) |
|-----------------------------------|------------------------|-------------------------|---------------|-----------------|-----------|-------------|
| Accu-Time Systems Inc             | 25.0                   | 24.3                    | 23.3          | 10.0            | 11.0      | 93.5        |
| ZKTeco                            | 25.0                   | 21.8                    | 22.0          | 9.3             | 12.0      | 90.0        |
| TimeClock Plus, LLC               | 25.0                   | 19.5                    | 11.3          | 6.3             | 8.8       | 70.8        |
| dormakaba Workforce Solutions LLC | 25.0                   | 14.5                    | 7.8           | 4.0             | 11.8      | 63.0        |
| EasyWorkforce                     | 25.0                   | 5.5                     | 1.3           | 1.3             | 0.0       | 33.0        |

Based on the thorough review and examination by the committee, we recommend Accu-Time Systems Inc for the award of RFP 23-038 as the best solution with the best value for the Citizens of Jackson County.



# 23-038 - Workday Configured Timeclocks

## Project Overview

|                            |                               |
|----------------------------|-------------------------------|
| <b>Project Details</b>     |                               |
| <b>Reference ID</b>        | 23-038                        |
| <b>Project Name</b>        | Workday Configured Timeclocks |
| <b>Project Owner</b>       | Craig Reich                   |
| <b>Project Type</b>        | RFP                           |
| <b>Department</b>          | Various Departments           |
| <b>Budget</b>              | \$0.00 - \$0.00               |
| <b>Project Description</b> | Workday Configured Timeclocks |
| <b>Open Date</b>           | May 01, 2023 10:00 AM CDT     |
| <b>Close Date</b>          | May 30, 2023 5:00 PM CDT      |

| Highest Scoring Supplier | Score |
|--------------------------|-------|
|--------------------------|-------|





**Accu-Time Systems, Inc.**

# TimeCom™ for Workday Proposal

|                |                         |
|----------------|-------------------------|
| <b>Company</b> | Jackson County Missouri |
| <b>Date</b>    | April 18, 2023          |

# Overview

The Accu-Time Systems' TimeCom solution includes several components that interact to provide a seamless and efficient integration with Workday. They are:

- **Time Clock**

The PeoplePoint Plus time clock, manufactured by Accu-Time Systems, includes a touch screen display, power supply and a backup battery. It can be configured with options such as a biometric fingerprint reader, a badge reader, PoE, and WiFi capability. The time clock configuration proposed is designed to support your business requirements. The time clock's touch screen display and modern computer processor allow it to maximize all of the present and future functionality that Workday supports. *See the TimeCom PeoplePoint info sheet for more technical information.*

- **Middleware**

The middleware manages the time clock network and the exchange of data with Workday's Time Tracking application. The middleware is also where employee data, biometric templates, and employee transactions are stored, creating redundant data backup. The middleware manages software upgrades, time zones, employee languages, and employee groups. The middleware operates without user interaction. Integration service fees for the middleware include all updates and enhancements to support current and future Workday Time Tracking features that relate to time clock integration.

- **ConstantCare™ Support**

ATS provides a tiered service level agreement (SLA). In addition to the required Basic option, two other options are available which provide higher levels of support, faster response times, and other services and tools. This is a fixed fee and will not change depending on number of time clocks or number of users. *See the ConstantCare Support SLA for more information.*

- **Express Exchange Service**

The Express Exchange Service (EES) is an overnight time clock replacement program that is designed to reduce downtime in the event of a time clock failure. Accu-Time Systems' included one-year time clock warranty provides for a standard five-day repair period, plus transit time. EES reduces that downtime to one business day. *See the Express Exchange SLA for more information.*

- **Implementation**

ATS will collaborate with your staff or your implementation partner to set up the TimeCom for Workday integration. Based on your operational and business process requirements, we will define the time clock functionality including the user interface features. Engine<sub>XML</sub> will be configured to match your data exchange interval requirements and set up to accommodate your business processes. Accu-Time Systems conforms to the Workday-delivered "Put\_Time\_Clock\_Events" Web Service on the inbound data integration. For outbound data from Workday to EngineXML accu-time systems will utilize a delivered web service (getWorkers) to pull employee demographic data out of Workday. The implementation fee covers all project management and weekly meetings, integration middleware setup and configuration, in bound to Workday configuration, outbound to Accu-time configuration, building of your time clock configuration and functionality, training of the time clocks, our monitoring tools, and the support process as well as the pilot and parallel testing as the way up through Go Live. Typically from the signing of an agreement it takes a minimum of 8 weeks until the solution would be ready to go live. We will accommodate and work off of your project timeline. *See the Implementation Statement of Work for an example of a project..*

## Prices

| One-Time Fees                                                                                                                                                                                                                                                                                                                                                                                                             |            |     |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|------------------|
| Description                                                                                                                                                                                                                                                                                                                                                                                                               | Unit Price | Qty | Extended Price   |
| <b>TIME CLOCK (invoiced when shipment leaves ATS)</b>                                                                                                                                                                                                                                                                                                                                                                     |            |     |                  |
| <b>PeoplePoint Plus Time clock with backup battery</b><br><u>Employee Identification method:</u> badge scan or fingerscan sensor (keypad option as well)<br><u>Power connection:</u> PowerOverEthernet or power supply adapter for power via wall outlet<br><u>Internet connection:</u> PowerOverEthernet or Ethernet                                                                                                     | \$2,245    | 50  | \$112,250        |
| <b>IMPLEMENTATION (invoiced when test punch is submitted successfully into Workday)</b>                                                                                                                                                                                                                                                                                                                                   |            |     |                  |
| Implementation Service Fee<br>– ATS set up of time clock solution connected to your Workday tenant enabling near real time data exchange<br>-One instance is provided for use for testing and then switched to production. If a second instance is needed by client to connect to test tenant or Sandbox, ATS can provide at \$400 per 30 day increment/monthly<br>– Workflow will be swipe and go: Capturing in/out only | \$32,300   | 1   | \$32,300         |
| <b>Total One-Time Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                 |            |     | <b>\$144,550</b> |

| Monthly Fees (billing starts during month of go-live)                                                                                                                   |            |     |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|----------------|
| Description                                                                                                                                                             | Unit Price | Qty | Extended Price |
| <b>Middleware</b>                                                                                                                                                       |            |     |                |
| Integration Service Fee<br>-Includes software and middleware maintenance upgrades and AWS hosting fee                                                                   | \$30       | 50  | \$1,500        |
| <b>ConstantCare Support (select one)</b>                                                                                                                                |            |     |                |
| <b>Basic Level</b> (1 day max. response time during M-F 8-5PMEST)                                                                                                       | \$550      |     | Not Included   |
| <b>Standard Level</b> (Basic Level plus 4 hr max. response times during M-F 8-5Pm EST, TimeCom Monitor Web Portal included post go live, individual employee messaging) | \$1,275    | 1   | \$1,275        |
| <b>Comprehensive Level</b> (Standard Level plus dedicated support phone number, one hr. max response time 24/7/365)                                                     | \$2,995    |     | Not Included   |
| <b>Total Monthly Fee</b>                                                                                                                                                |            |     | <b>\$2,775</b> |

| <b>Annual Fees</b> (invoiced when clock ships from ATS and then renewed annually) |                   |            |                       |
|-----------------------------------------------------------------------------------|-------------------|------------|-----------------------|
| <b>Description</b>                                                                | <b>Unit Price</b> | <b>Qty</b> | <b>Extended Price</b> |
| <b>Express Exchange Service &amp; Warranty</b>                                    |                   |            |                       |
| Express Exchange (per clock) – overnight time clock replacement                   | \$295             | 50         | \$14,750              |
| <b>Total Annual Fee (optional)</b>                                                |                   |            | <b>\$14,750</b>       |

## Terms and Conditions

- All prices are in US Dollars \$.
- Prices require a 3-year TimeCom Sales Order Agreement with ATS.
- This proposal is valid for 90 days from date of issue.
- ConstantCare™ Support Basic is required as a minimum support level.
- Prices do not include shipping.
- Shipping is FCA (Free Carrier – Seller’s Premises).
- For time clock mounting, a corporate purchase order or a signed ATS Sales Order is required 30 days in advance of the scheduled installation date.
- Specific payment periods, billing start dates, etc. will be agreed-upon and defined in the TimeCom agreement.
- Customer will pay all invoices in full within 45 days of the invoice date. Failure to pay within 45 days may cause an interruption in service.
- Customer shall be responsible for payment of all appropriate taxes relating to the provision of the TimeCom for Workday System, except to the extent that a valid tax exemption certificate, or other evidence acceptable to ATS, is provided by User to ATS prior to the Effective Date.
- This proposal is based upon known requirements and acceptance of the ATS TimeCom General Terms and Conditions. Any modifications or changes to the scope of work may result in a revised proposal.

---

*Thank you for this opportunity to provide a TimeCom™ for Workday time clock integration solution proposal. Our team appreciates your interest in our time clock hardware and software integration expertise. Please let me know if you have questions about this proposal or our solution implementation process.*

**Asia Hemingway**  
Account Executive  
+1 860.375.1946  
Ahemingway@accu-time.com

## TIMECOM® GENERAL TERMS

THESE TIMECOM GENERAL TERMS, AND THE SALES ORDER THE CLIENT ("CLIENT" OR "YOU" OR "YOUR") EXECUTES (THE "SALES ORDER"), GOVERNS YOUR ACQUISITION AND USE OF ACCU-TIME SYSTEMS, INC.'S ("ATS" OR "OUR") TIMECOM SYSTEM AND SERVICES. THE CLIENT'S NAME AND ADDRESS IS SPECIFICALLY IDENTIFIED IN THE SALES ORDER. BY EXECUTING THE SALES ORDER(S), YOU ARE ACCEPTING THE TERMS OF THE SALES ORDER(S) AND THESE TIMECOM GENERAL TERMS (THE SALES ORDER(S) AND THESE TIMECOM GENERAL TERMS, TOGETHER, THE "AGREEMENT").

BY SIGNING THE SALES ORDER AND ENTERING INTO THE AGREEMENT, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE CLIENT AND ITS AFFILIATES TO THE AGREEMENT. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS SHALL HAVE THE MEANINGS SET FORTH IN EXHIBIT A. THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DATE THAT THE SALES ORDER(S) YOU EXECUTE IS ACCEPTED BY ATS. OUR SIGNATURE ON THE SALES ORDER CONSTITUTES ACCEPTANCE.

### 1. The TimeCom System.

1.1. The TimeCom System and Services. ATS shall (a) make the TimeCom System available to the Client and (b) provide to Client certain implementation, hosting, support and maintenance services (collectively, the "Services") as set forth in the Sales Order, pursuant to the terms of the Agreement during the Term. ATS reserves the right to make updates and modifications to the TimeCom System or particular features or components of the TimeCom System, from time to time, at its sole discretion; provided, that such updates and modifications do not materially diminish the functionality of the TimeCom System or its features and/or components. Client understands that the TimeCom System may be unavailable for a short period of time to implement such updates or modifications; provided, that ATS will exercise reasonable commercial efforts to notify Client of any such material updates and modifications to the TimeCom System.

1.2. The TimeCom System and Services provided to Client hereunder will be based upon information provided to ATS by Client. Upon receipt from ATS, whether electronically or otherwise, Client will promptly review all data and reports prepared by the TimeCom System for validity and accuracy according to Client's records and Client agrees that it will promptly notify ATS of any discrepancies. ATS shall retain Client Data for a period of seventy-five (75) days after such Client Data has been sent to ATS via the TimeCom System and acknowledged by the ERP. Client understands and agrees that ATS has no obligation to maintain any Client Data following such seventy-five (75) day period.

1.3. The Services. During the Term, ATS will provide Client with the level of Services indicated on the Sales Order. ATS reserves the right, from time to time, to make updates and modifications to the Services, provided, that such updates and modifications do not materially diminish the functionality of the Services. Client understands that the Services may be unavailable for a short period of time to implement such updates or modifications; provided, that, ATS will use commercially reasonable efforts to notify Client directly of any material updates and modifications and by posting a notice of the update or modification on the ATS website, if applicable. Additional upgraded services may be purchased by Client via submission of a Sales Order and acceptance of same by ATS. Client understands and agrees that ATS may subcontract and/or assign the provision of its Services to a third party; however, nothing shall relieve ATS from responsibility for performance of its duties under the terms of the Agreement. All Services will be provided using personnel of required skill, experience and qualifications, and in a timely, workmanlike and professional manner in accordance with generally recognized industry standards.

1.4. Equipment. ATS agrees to provide Client with the Equipment described in the Sales Order in accordance with the Equipment Terms and Conditions attached hereto as Exhibit B. If set forth in the Sales Order under Time Clock Installation, Client shall pay (i) an installation and setup fee for each unit of Equipment if such Equipment is installed on Client's premises by ATS or ATS' contractor; and (ii) any applicable one-time Implementation Fees for set up of the TimeCom System. For the

avoidance of doubt, Client shall be deemed the owner of the Equipment effective upon the receipt by ATS of payment in full for such Equipment, in accordance with the applicable Sales Order and Section 3.4 of the Agreement.

**1.5. Client Responsibilities.** (a) Client shall: (i) be responsible for all Users' compliance with the Agreement, (ii) be solely responsible for the accuracy, integrity, and legality of Client Data and the means by which Client acquires and uses such Client Data, (iii) use the TimeCom System only in accordance with applicable laws, rules, regulations (including, without limitation, export, data protection and privacy laws, rules and regulations and laws, rules and regulations that apply to the use of biometrics) and any Documentation, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the TimeCom System, (v) ensure that the Equipment and the TimeCom System operate in connection with, and are protected by, any firewall maintained by the Client, and (vi) notify ATS in writing immediately of (A) any unauthorized use of, or access to, the TimeCom System or any User account or password thereof or (B) any notice or charge of noncompliance with any applicable law, rule or regulation asserted or filed against Client in connection with Client Data. For the avoidance of doubt, User accounts and passwords are specific to individual Users, and under no circumstances may User accounts or passwords be shared among or by different Users; provided, however, that the Client administrator(s) may reassign a User account during the Term, if a former User no longer requires a User account. Client is responsible for all Client activities that occur under Client's accounts and passwords. In any event, ATS shall not be liable for any damages incurred by Client arising from Client's failure to comply with this Section.

(b) Client shall not, directly or indirectly: (i) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the TimeCom System or any modified version or derivative work of the TimeCom System, (ii) provide the TimeCom System, or any modified version or derivative work of the TimeCom System on a timesharing, service bureau or other similar basis, (iii) remove or alter any copyright, trademark or proprietary notice in the TimeCom System, (iv) copy any features, functions or graphics of the TimeCom System for any purpose other than what is expressly authorized in the Agreement, (v) send, store, or authorize a third party to send or store spam, unlawful, infringing, obscene or libelous material, or Malicious Code, (vi) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the TimeCom System, (vii) use any Intellectual Property Rights protected by applicable laws and contained in the TimeCom System for the purpose of building a competitive product or service or copying the TimeCom System's features or user interface, or (viii) use the TimeCom System, or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without ATS's prior written consent.

(c) Client shall only use the TimeCom System and Services for Client's internal business purposes and Client agrees to be responsible for ensuring that its Users' access or use of the TimeCom System and Services comply with the Agreement.

**1.6. Third Parties.** Client agrees not to disclose any Confidential Information of ATS to any contractor or allow any contractor to create Modifications unless and until the contractor has agreed in writing to (a) protect the confidentiality of such Confidential Information in the manner required by Section 5 and then only to the extent necessary for the contractor to perform those services subcontracted to it, and (b) assign all such contractor's rights, title and interests (including all Intellectual Property Rights) in such Modifications to Client to ensure Client can comply with Section 2.1. The Client will be solely responsible for all payments to its contractors and will be responsible for compliance by its contractors with the terms and conditions of the Agreement.

## **2. Proprietary Rights and Protected Information.**

**2.1. Ownership of TimeCom System and Modifications.** Client acknowledges and agrees that ATS owns all right, title and interest, including all Intellectual Property Rights, in and to the TimeCom System and any Modifications. Client agrees to and does hereby assign to ATS any rights, title and

interest worldwide it may acquire in the Intellectual Property Rights embodied in any and all Modifications. Except as expressly stated otherwise in the Agreement, ATS retains all of its right, title and ownership interest in and to the TimeCom System, the Services and Modifications, and no other Intellectual Property Rights or license rights are granted by ATS to Client under the Agreement, either expressly or by implication, estoppel or otherwise.

## 2.2. Trademarks.

(a) Use of ATS's Marks. ATS's name, logo, trade names and trademarks are owned by ATS, and no right is granted to Client to use any of the foregoing except as expressly permitted herein or by written consent of ATS. Unless expressly permitted in writing by ATS, Client shall not modify the appearance or branding of any part of the TimeCom System and Services.

(b) Use of Client's Authorized Marks. In the event that ATS makes available to Client branding of any materials, cards and/or websites associated with the TimeCom System and Client requests such branding, Client grants ATS, the card issuers and any third-party service providers designated by ATS the right to display Client's trademarks and services marks (the "Authorized Marks"), subject to Client's right, in its sole discretion, to review and approve the copy prior to the use of such Authorized Marks. This authorization shall continue for the term of the Agreement.

2.3. Freedom to Create Modifications. Nothing in this Section shall inhibit, hamper, encumber or otherwise impede ATS's freedom to create Modifications or improve, extend and/or modify the TimeCom System.

2.4. Suggestions. Client or its Users may, from time to time, provide suggestions, enhancement or feature requests or other feedback to ATS with respect to the TimeCom System, Services or related Documentation (collectively, "Feedback"). Client hereby agrees that all Feedback is hereby assigned by Client to ATS entirely voluntarily. ATS shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. Feedback, even if designated as confidential by Client, shall not create any obligation of confidentiality for ATS, unless ATS expressly agrees so in writing.

2.5. Protected Information. (a) Client's use of ATS's TimeCom System and Services under the Agreement may involve access to Client's personally-identifiable information such as employee name, employee number, employee time or job code that may be subject to state or federal laws regarding securing such information and restricting the disclosure of such information ("Protected Information"). ATS shall not disclose Protected Information except as permitted or required by the Agreement or as otherwise authorized in writing by Client, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Information, ATS will notify Client in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give Client an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so).

(b) Safeguard Standard. ATS agrees to protect the privacy and security of Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. ATS shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Protected Information. ATS shall ensure that such security measures are regularly reviewed by ATS and revised to address evolving threats and vulnerabilities while ATS has responsibility for the Protected Information under the terms of the Agreement.

(c) Return Or Destruction Of Protected Information. Within thirty (30) days of the termination, cancellation, expiration or other conclusion of the Agreement, if requested by Client at termination or earlier, ATS shall use commercially reasonable efforts to provide a copy of the Protected Information to Client in a format reasonably acceptable to Client unless Client requests in writing that such data

be destroyed. Such destruction shall be accomplished by purging or physical destruction, in accordance with reasonable instructions from Client. Absent this request, such Protected Information shall be destroyed in accordance with ATS's data retention policy.

(d) Breaches Of Protected Information. ATS shall report any confirmed or suspected Breach to Client promptly upon discovery, both orally and in writing, after ATS reasonably believes a Breach has or may have occurred. ATS's report shall identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Protected Information disclosed, (iii) the person(s) who accessed, used and disclosed and/or received Protected Information (if known), (iv) what ATS has done or will do to mitigate any deleterious effect of the unauthorized disclosure, and (v) what corrective action ATS has taken or will take to prevent future unauthorized disclosure. ATS shall provide such other information, including a written report, as reasonably requested by Client. In the event of a suspected Breach, ATS shall keep the Client informed regularly of the progress of its investigation until the uncertainty is resolved. In the event of a Breach, ATS will make commercially reasonable efforts to remedy the Breach as quickly as circumstances permit including:

- a. Promptly designate a contact person to whom the Client will direct inquiries, and who will communicate ATS responses to Client inquiries;
- b. As rapidly as circumstances permit, apply appropriate resources to remedy the Breach condition, investigate, document, restore Client service(s) as directed by the Client, and undertake appropriate response activities;
- c. Provide status reports to the Client on Breach response activities, either on a daily basis or a frequency approved by the Client;
- d. Make all reasonable efforts to assist and cooperate with the Client in its Breach response efforts; and
- e. Provide knowledgeable ATS staff to participate in Client-initiated meetings and/or conference calls regarding the Breach.

### **3. Payment.**

3.1. Fees and Payment. Client agrees to pay all fees specified in the Sales Order(s). Except as otherwise provided, fees set forth in a Sales Order hereunder will be: (a) quoted and payable in United States dollars, (b) paid by check, ACH, or wire transfer, (c) based on access to the TimeCom System and Services and not actual usage, and (d) non-cancelable and non-refundable. Client shall reimburse ATS for any expenses incurred, including interest and reasonable attorneys' fees, in collecting amounts due ATS hereunder that are not under good faith dispute by Client. Client agrees to provide ATS with complete and accurate billing and contact information and to notify ATS of any changes to such information.

3.2. Overdue Charges and Suspension of Service. Overdue amounts may be subject to interest at a rate of one (1) percent (1.0%) per month, or the maximum rate permitted by law, whichever is lower. If Client's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under the Agreement or by law, ATS reserves the right to suspend access to the TimeCom System and Services upon thirty (30) days written notice, without liability to Client, until such amounts are paid in full.

3.3. Taxes. Except as otherwise stated in the Sales Order(s), ATS's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, excise, sales, use or withholding taxes



(collectively, "Taxes"). Client is responsible for paying all Taxes associated with the Agreement and its use of the TimeCom System and Services, excluding U.S. federal and state income tax liabilities of ATS. If Client has an obligation to withhold any amounts under any law or tax regime (other than U.S. federal and state income tax law), Client shall gross up the payments so that ATS receives the amount actually quoted and invoiced. If ATS determines that ATS has a legal obligation to collect, report or remit Taxes for which Client is responsible under this section, ATS shall provide Client with documentation evidencing the Taxes and the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate authorized by the appropriate taxing authority.

**3.4. Billing Periods.** The following schedule sets forth the billing start dates and intervals for the TimeCom System and associated products and services. Client's specific TimeCom configuration may or may not require the products and services described in this schedule.

| <b>Item</b>              | <b>Billing Start</b>                                                                                                                                                                                                                                                                                            | <b>Billing Interval</b>      |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Implementation Services  | Upon completion of successful End-to-End Testing or Go-Live Date, whichever is first; provided, that if Client terminates the Agreement pursuant to Section 4.2(b) prior to such completion or Go-Live Date, Client shall be liable for Implementation Fees reasonably determined by ATS in its sole discretion | One Time Only                |
| Equipment (Time Clocks)  | Upon Equipment shipment to Client                                                                                                                                                                                                                                                                               | One Time Only                |
| Express Exchange Service | Upon Equipment shipment to Client                                                                                                                                                                                                                                                                               | Annually                     |
| ConstantCare Program     | On Go-Live Date                                                                                                                                                                                                                                                                                                 | As determined in Sales Order |
| Hosting                  | On Go-Live Date                                                                                                                                                                                                                                                                                                 | As determined in Sales Order |
| Equipment Installation   | At completion of installation                                                                                                                                                                                                                                                                                   | One Time Only                |

By written notice to ATS, the Client may elect to postpone the Go-Live Date set forth on the Sales Order for a period not to exceed forty-five (45) days after the Go-Live Date set forth on the Sales Order (such date, the "Permitted Postponed Go-Live Date"). After such forty-five (45) day period, the parties may further postpone the Go-Live Date set forth on the Sales Order past the Permitted Postponed Go-Live Date; provided, that ATS may charge the applicable fees set forth above related to the Implementation Services (if not previously charged to Client), ConstantCare Program and Hosting as of the Permitted Postponed Go-Live Date.

**3.5. Fee Changes.** ATS may increase fees for the TimeCom System and Services at any time after the Initial Term upon at least thirty (30) days prior written notice to Client; provided that (i) ATS may only increase fees once per Renewal Term and (ii) Client shall have the right within thirty (30) days of receipt of such notice to accept such increase or terminate the Agreement by written notice to ATS.

**3.6. Invoices.** ATS shall send all invoices to Client's contact designated on the applicable Sales Order under the heading "Billing Contact Name" using the email address provided by Client under the heading "Billing Email Address".

## 4. Term and Termination.

4.1. Term. The Agreement begins on the Effective Date and continues for the period set forth on the Sales Order (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"), unless one party provides the other party with written notice of non-renewal a minimum of sixty (60) days prior to the expiration of the then-current term. The Initial Term, together with all Renewal Terms, is referred to as the "Term" for purposes of the Agreement.

### 4.2. Termination.

a. Termination for Breach. Either party may terminate the Agreement and any then-current Sales Order(s) prior to the end of a Term if the other party: (i) materially breaches any material warranty, term, condition or covenant hereunder and, where such breach is curable, such breach remains uncured for thirty (30) days following written notice of the breach or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

b. Termination for Convenience. Any time after twenty-four (24) months following the Effective Date, Client may terminate the Agreement and any then-current Sale Order(s) for any reason or no reason upon at least thirty (30) days' prior written notice to ATS. In the event that the Client terminates the Agreement and any then-current Sales Order(s) pursuant to this Section 4.2(b), Client shall pay to ATS an amount equal to twenty-five percent (25%) of the remaining fees payable for the duration of the then-current Term.

c. Additional Rights of ATS. ATS may suspend performance and/or terminate the Agreement immediately, with prompt notice to Client, in the event Client, its employee(s) or any other third party (i) includes in the TimeCom System and Services any Client Data which is obscene, offensive, inappropriate, threatening, or malicious; (ii) materially violates any applicable law or regulation or any contract, privacy or other third party right; or otherwise exposes ATS to civil or criminal liability; or (iii) wrongfully uses or accesses the TimeCom System and Services or any other systems of ATS used in the performance of ATS's obligations under the Agreement.

4.3. Effect of Termination. No refunds of fees will be made, unless Client terminates the Agreement and any then-current Sales Order(s) pursuant to Section 4.2(a), in which case Client will be entitled to a refund of the pro rata portion of unearned fees paid in advance for which services were terminated by the termination. Client understands and agrees that upon expiration or termination of the Agreement, the rights granted under the Agreement and, in connection with any then-current Sales Order(s), will be immediately revoked and ATS may immediately deactivate Client's account; provided that Client shall be entitled to retain any Equipment that is or has been purchased and paid for in full by Client. In no event shall any expiration or termination of the Agreement relieve Client of the obligation to pay any fees payable to ATS for the period prior to the effective date of expiration or termination, unless otherwise stated in the Agreement.

4.4. Surviving Provisions. Sections 1.5, 1.6, 2.1, 2.2, 2.4, 2.5, 3, 4.3, 4.4, 5, 7, 8, 9, and 11 shall survive termination of expiration of the Agreement.

## 5. Confidentiality.

5.1. Confidentiality. The parties acknowledge that in the course of performing their obligations under the Agreement, each may receive Confidential Information of the other party. Each party covenants and agrees that neither it nor its agents, employees, officers, directors or representatives will disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the

Confidential Information of the Disclosing Party to exercise its rights and obligations under the Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in the Agreement will prohibit or limit the Receiving Party's use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the Disclosing Party's Confidential Information, (iii) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of the Agreement. The terms of the Agreement, and the structure and organization of the TimeCom System are Confidential Information of ATS.

**5.2. Destruction.** Within five (5) days after a Disclosing Party's request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information identified in the request; provided, however, that the Receiving Party shall be entitled to retain archival copies of the Confidential Information of the Disclosing Party solely for legal, regulatory or compliance purposes unless otherwise prohibited by law, subject to an ongoing obligation of confidentiality.

**5.3. Equitable Relief.** Each party acknowledges that a breach or threatened breach of this Section would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that the other party may seek equitable relief without any requirement to post bond or other security in order to enforce the terms of this Section 5. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

## **6. Warranties, Exclusive Remedies and Disclaimers.**

**6.1. ATS Warranties.** ATS warrants that (a) it has the legal power to enter into the Agreement, and (b) the TimeCom System shall perform materially in accordance with the Documentation for the applicable TimeCom System. If the TimeCom System does not conform to the warranty specified in Section 6.1(b) above, Client must notify ATS within thirty (30) days, and ATS agrees to use commercially reasonable efforts to cure the non-conforming portions of the TimeCom System before Client may pursue any other remedies. ATS is not responsible for any non-compliance with this warranty resulting from or caused by any (i) Malicious Code present in the Client Data made available to ATS by Client, or (ii) Modifications made by anyone other than ATS. Client's sole and exclusive remedy for a breach of any warranties contained in this Section 6.1 shall be to terminate the Agreement pursuant to Section 4.2 and, notwithstanding anything to the contrary in Section 3.1, have ATS refund to Client the pro rata unused portion of any pre-paid unearned fees.

**6.2. Client Warranties.** Client warrants that (a) it has the legal power to enter into the Agreement, (b) it has all consents and rights in and to the Client Data necessary to permit ATS to exercise its rights to access and use the Client Data to operate the TimeCom System and provide the Services, (c) it is in full compliance with and will continue to comply with all applicable laws and regulations that apply to Client's use of the TimeCom System, Services and to Client's business, including without limitation all laws concerning protection of Client's employees' personal information and use of biometrics, and (d) the Client Data or the media on which the Client Data resides does not contain any Malicious Code.

## **7. Disclaimer of Warranties.**

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ATS, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE WITH RESPECT

TO THE TIMECOM SYSTEM, SERVICES AND/OR ANY CUSTOM PROGRAMS CREATED BY ATS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ATS. ATS, ITS LICENSORS AND SUPPLIERS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE TIMECOM SYSTEM, SUPPORT SERVICES, ANY CUSTOM PROGRAMS CREATED BY ATS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ATS WILL MEET CLIENT'S NEEDS.

## 8. Indemnification.

8.1 ATS Indemnity. Subject to the remainder of this Section, ATS shall, at its expense, (a) defend or settle any third party claims, actions and demands brought against Client and its officers, directors, employees and agents, and (b) pay all damages finally awarded therein against Client's indemnified parties or agreed upon in settlement by ATS (including other reasonable costs incurred by Client, including reasonable attorneys' fees, in connection with enforcing this Section) arising from: (i) claims that ATS failed to comply with applicable laws, rules or regulations in its performance of the Agreement or (ii) claims that the TimeCom System as used in accordance with the Agreement infringes any U.S. patent, copyright, trade secret or other intellectual property right of any third party. The foregoing obligations of ATS do not apply to the extent that the alleged infringing system or portions or components thereof or modifications thereto were not supplied or directed by ATS, or were combined with other products, processes or materials not supplied or directed by ATS (where the alleged infringement relates to such combination). THIS SECTION STATES ATS'S SOLE LIABILITY TO, AND CLIENT'S EXCLUSIVE REMEDY FOR, CLAIMS OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, THE TIMECOM SYSTEM AND SERVICES DELIVERED UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS).

~~8.2 Client Indemnity. Client shall, at its expense, (a) defend or settle any third party claims, actions and demands brought against ATS and its officers, directors, employees and agents, and (b) pay all damages finally awarded therein against ATS's indemnified parties or agreed upon in settlement by Client (including other reasonable costs incurred by ATS, including reasonable attorneys' fees, in connection with enforcing this Section) arising from: (i) Client's breach or violation of Client's responsibilities under Sections 1.5 or 1.6, (ii) claims that Client Data or transmission or hosting thereof infringes or violates the rights of a third party, (iii) claims that Client's or its Users' use of the TimeCom System or Services in violation of this Agreement infringes or violates the rights of such third party, or (iv) claims that Client failed to comply with applicable laws, rules or regulations (including, without limitation, export, data protection and privacy laws, rules and regulations and laws, rules and regulations that apply to the use of biometrics) in its performance of the Agreement.~~Reserved.

8.3 Indemnification Procedures. The party or other person entitled to seek indemnification pursuant to this Section 8 (the "Indemnified Party") shall: (a) promptly notify the other party obligated to provide such indemnification (the "Indemnifying Party") in writing of any such claim, (b) take commercially reasonable steps to mitigate any potential damages which may result; (c) give sole control of the defense and settlement of any such claim to the Indemnifying Party (provided that Indemnifying Party may not settle any claim in a manner that adversely affects Indemnified Party's rights, imposes any obligation or liability on the Indemnified Party or admits liability or wrongdoing on the part of Indemnified Party, in each case, without Indemnified Party's prior written consent), and (d) provide all information and assistance reasonably requested by the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling such claim. The Indemnified Party may join in defense with counsel of its choice at the Indemnified Party's own expense.

## 9. Limitation of Liability.

9.1. Limitation of Liability. EXCEPT FOR A BREACH OF SECTION 1.6, SECTION 2.5, SECTION 5.1 AND INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR

UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE TOTAL AMOUNT PAYABLE BY CLIENT TO ATS UNDER THIS AGREEMENT DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO THE LIABILITY.

9.2. Disclaimer of Consequential Damages. EXCEPT FOR A BREACH OF SECTION 1.6, SECTION 2.5, SECTION 5.1 AND INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 10. Insurance.

During the term of the Agreement, ATS will at all times maintain, at its own cost, insurance coverage as follows: Comprehensive General Liability insurance with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage; Workers' Compensation insurance as required by state law; Employer's Liability insurance with coverage of \$1,000,000 per accident for bodily injury or disease; Automobile Liability insurance with coverage of \$1,000,000 per accident for bodily injury and property damage, and Cyber and Professional Liability insurance with coverage of \$5,000,000 per occurrence/\$5,000,000 aggregate, including privacy liability coverage. All such insurance shall be issued through a carrier with an A.M. Best's rating of no less than A minus. A certificate of insurance evidencing such policy coverage shall be delivered to Client upon written request.

## 11. General.

11.1. Compliance with Laws. Client will comply with all applicable laws and governmental regulations and will not use or access the TimeCom System or Services in any way that materially violates any applicable international, federal, state or local laws and/or regulations. ATS will comply with all applicable laws and governmental regulations.

11.2. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, ATS may assign the Agreement in its entirety, without the consent of the Client, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section shall be void.

11.3. Relationship of the Parties. ATS and Client are independent contractors, and nothing in the Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

11.4. Third-Party Beneficiaries. Nothing in the Agreement creates, or will be deemed to create, third-party beneficiaries of or under the Agreement. ATS has no obligation to any third party (including Client's Users and/or any taxing authority) by virtue of the Agreement.

11.5. Choice of Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of ~~Connecticut~~Missouri and the federal U.S. laws applicable therein, excluding its conflicts of law provisions. ATS and Client agree to submit to the personal and non-exclusive jurisdiction of the courts located in ~~Hartford~~Jackson County, ~~Connecticut~~Missouri. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

11.6. Attorney's Fees. In any action related to the Agreement, if any party is successful in

obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorneys' fees and reasonable costs.

11.7. Manner of Giving Notice. Notices regarding the Agreement shall be in writing and addressed to Client at the address Client provides in the Sales Order(s), or, in the case of ATS, when addressed to ATS at the address listed on the Sales Order(s) and sent to the attention of the Chief Executive Officer.

11.8. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees).

11.9. Entire Agreement. This Agreement and the Sales Order(s), and exhibits, addendums or URLs referenced herein represent the entire agreement of the parties and supersede all prior discussions, emails, documents or other agreements between the parties, provided that the Agreement shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. ATS reserves the right to modify the TimeCom General Terms and documents referenced in the Agreement from time to time, at its discretion. To the extent there is a conflict between the Agreement and any additional or inconsistent terms, including any pre-printed terms on a Client purchase order or other documents, the terms of the Agreement shall prevail, unless expressly stated otherwise. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or in any other order document (other than a Sales Order) shall be incorporated into the Agreement, and all such terms shall be void. The Agreement and the Sales Order(s) may not be modified or altered except by written instrument, and no amendment or waiver of any provision of the Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Client and ATS. All rights not expressly granted to Client are reserved by ATS and its licensors.

11.10. Equitable Relief. Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.11. Severability. If any of the provisions of the Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ATS shall be construed and enforced accordingly

11.12. Waiver. The failure of either party at any time to enforce any right or remedy available to it under the Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

11.13. Headings. The headings used in the Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

11.14. Use of Agents. ATS may designate an agent or subcontractor to perform such tasks and functions to complete any Services covered under the Agreement; provided that nothing in the preceding sentence shall relieve ATS from responsibility for performance of its duties under the terms of the Agreement.

## EXHIBIT A: DEFINITIONS

**"Affiliate"** means a company that Controls, is controlled by or is under common Control with the Client.

**"Breach"** means any successful, unauthorized access to Protected Information residing in the TimeCom System which materially compromises the confidentiality, integrity, or availability of Protected Information.

**"Client Data"** means any data, information or material submitted by Client, or stored by Client in the TimeCom System, including without limitation, Client's employees' name, badge number, ID, schedule information, and other time and attendance information, including transactional information, provided by Client or its employees for the TimeCom System and Services. Client grants to ATS a right to use the Client Data for the sole purpose of providing the TimeCom System and Services to Client as contemplated herein.

**"Confidential Information"** means information that one party (the "Disclosing Party") provides to the other party ("Receiving Party") during the term of the Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

**"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether through ownership of voting securities or by contract or otherwise.

**"Documentation"** has the meaning set forth in the TimeCom System definition.

**"End-to-End Testing"** means the process by which a User's punch into the TimeCom System is sent from Equipment and flows through the Software and is received in the Client's Workday instance. End-to-End Testing shall be deemed to be successful upon the Client's acknowledgment that it can see the punch on such User's time card.

**"Equipment"** has the meaning set forth in the TimeCom System definition.

**"Equipment Software"** has the meaning set forth in the TimeCom System definition.

**"Go-Live Date"** means the date in the Sales Order as may be amended pursuant to this Agreement.

**"Intellectual Property Rights"** means any patents and applications thereto, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property and proprietary rights.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

**"Modifications"** means any work based on or incorporating all or any portion of the TimeCom System, including, without limitation, modifications, enhancements and customizations to the TimeCom System.

**"Sales Order"** means a document for purchase of access and use of the TimeCom System that is entered into between ATS and Client from time to time. Sales Order(s) are deemed incorporated herein by reference.

**"Services"** has the meaning set forth in Section 1.1.

**“Software”** has the meaning set forth in the TimeCom System definition.

**“Taxes”** has the meaning set forth in Section 3.3.

**“Term”** has the meaning set forth in Section 4.1.

**“Third-Party Software”** means online, Web-based applications and offline software products that are developed by third parties, and may interoperate with the TimeCom System, the use of which software is governed by the applicable terms and conditions specified by such third party.

**“TimeCom System”** means the time data collection system known as the TimeCom System identified on the Sales Order(s). The TimeCom System exchanges Client Data with Client’s Enterprise Resource Planning (“**ERP**”), workforce management or other time and attendance system. The TimeCom System consists of the ATS data collection equipment hardware (the “**Equipment**”) and related Equipment software (the “**Equipment Software**”); and the ATS hosting services and cloud-based integration middleware (the “**Software**”); and related documentation made available to the Client (the “Documentation”).

**“User”** means an individual employee, contractor or agent of Client authorized by Client to use the applicable TimeCom System for which access has been purchased and who has been given a user identification and password.



## EXHIBIT B: EQUIPMENT

1. Client shall not make any alterations or attach any device not provided by ATS to the Equipment, nor shall Client remove the Equipment from the place of original installation without written notice to ATS (eg. email to Tech Support).

2. At the time of shipment, ATS will invoice Client for the full amount owed for the Equipment.

3. The Equipment is provided to the Client FCA-ATS Facility and risk of loss passes to the Client at shipment.

4. Equipment Warranty: ATS warrants to Client that (a) the Equipment, when and as delivered, will be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment and (b) the Equipment Software will be fully operable and function in all material respects (collectively, the "Equipment Warranty"). The Equipment Warranty is contingent upon the use of (i) the Equipment in accordance with ATS instructions in the applications for which they were intended and shall not apply to Equipment that is modified, improperly installed or maintained, or subjected to unusual physical or electrical stress, misuse, abuse, unauthorized repair, or combination with components/products not provided by ATS and (ii) Client's use of the Equipment Software in accordance with the terms of the Agreement. Client's sole and exclusive remedies shall be limited to repair or replacement, at ATS's sole option and election. Repairs and replacements required as a result of any of the following shall not be included in the foregoing Equipment Warranty and will be charged at ATS's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ATS and attached to the Equipment; and (iv) malfunctions resulting from use of badges or supplies not approved by ATS.

Replacement or repair shall not extend the term of this Equipment Warranty. Client may return Equipment only during the term of the Warranty in accordance with the procedures set forth below. Under no circumstances shall ATS have any liability in respect of any Equipment or the Equipment Software, except to the extent set forth in this Exhibit B.

5. Equipment Repairs: Equipment repairs made after the expiration of the Equipment Warranty are warranted for thirty (30) days after the date of shipment. Equipment repairs made during the term of the Equipment Warranty are first covered by the provisions of the Equipment Warranty and then for any days remaining, post-Equipment Warranty expiration, the 30-day period after shipment.

6. During the term of the Equipment Warranty, Client may return Equipment that does not conform with the Equipment Warranty; provided that Client shall first (i) notify ATS of the Equipment non-conformity in a detailed writing; (ii) request and obtain a return material authorization ("RMA") number for the non-conforming Equipment; and (iii) within ten (10) days of receipt of the RMA number, return such Equipment to ATS, freight prepaid, with the RMA number prominently displayed. Client shall bear all shipping costs and risk of loss of Equipment sent to ATS. ATS will bear all shipping costs and risk of loss of Equipment returned to Client. If, upon examination, ATS finds no non-conformity in the returned Equipment, it will return the Product to Client, at Client's expense.

Upon expiration of the Equipment Warranty, any maintenance services provided by ATS at Client's request will be subject to ATS's then current charges for such services. In such event, Client will bear the cost of all shipping costs and the risk of loss for Equipment sent to ATS and for Equipment returned to Client by ATS.

7. Notwithstanding anything to the contrary in the Agreement, ATS's sole commitment to Client for

purchased Equipment is the Equipment Warranty as set forth in this Exhibit B. The Equipment Warranty is exclusive and shall apply in lieu of all other warranties appearing on any Client purchase order or other documentation. Client agrees that ATS's acceptance of Client's order or quotation with respect to Equipment warranty matters is limited to and governed exclusively by the Equipment Warranty. Neither ATS's commencement of performance nor shipment of Equipment shall be deemed to constitute acceptance of any additional or different warranty proposed by Client. ATS's failure to object to provisions contained in any purchase order or other document of Client shall not be construed as a waiver by ATS of the Equipment Warranty or an acceptance of any warranty terms and conditions of Client, which are hereby rejected by ATS.

8. In order to keep the purchased Equipment current, ATS may from time to time perform maintenance fixes and other upgrades to the Equipment Software received by Client at no charge to Client.

| <b>Summary report:</b>                                                                       |          |
|----------------------------------------------------------------------------------------------|----------|
| <b>Litera Compare for Word 11.3.0.46 Document comparison done on 7/3/2023<br/>7:45:37 AM</b> |          |
| <b>Style name:</b> 5 - Dbl Underline, Strike, Moves, Char Level OFF                          |          |
| <b>Intelligent Table Comparison:</b> Active                                                  |          |
| <b>Original DMS:</b> iw://FILESITE/VFActive/115325554/1                                      |          |
| <b>Modified DMS:</b> iw://FILESITE/VFActive/115325554/2                                      |          |
| <b>Changes:</b>                                                                              |          |
| <u>Add</u>                                                                                   | 4        |
| <del>Delete</del>                                                                            | 4        |
| <del>Move From</del>                                                                         | 0        |
| <u>Move To</u>                                                                               | 0        |
| <u>Table Insert</u>                                                                          | 0        |
| <del>Table Delete</del>                                                                      | 0        |
| <u>Table moves to</u>                                                                        | 0        |
| <del>Table moves from</del>                                                                  | 0        |
| Embedded Graphics (Visio, ChemDraw, Images etc.)                                             | 0        |
| Embedded Excel                                                                               | 0        |
| Format changes                                                                               | 0        |
| <b>Total Changes:</b>                                                                        | <b>8</b> |

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

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Monday, July 31, 2023, 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. 21348**, July 31, 2023

**INTRODUCED BY** DaRon McGee, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, July 31, 2023, 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,

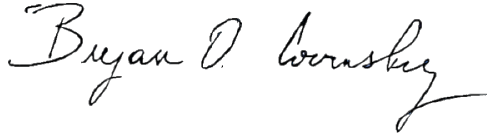
WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

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, July 31, 2023, 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:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21348 of July 31, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** awarding a twenty-four month term and supply contract, with one twelve-month option to extend, for the furnishing of petroleum products for use by various County Departments to Heathwood Oil of Kansas City, KS, under the terms and conditions of Invitation to Bid No. 23-035.

**RESOLUTION NO. 21349**, July 31, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, various County Departments have a continuing need for petroleum products; and,

WHEREAS, the Director of Finance and Purchasing has solicited proposals for these products under Invitation to Bid No. 23-035; and,

WHEREAS, a total of twenty-one notifications were distributed and one response was received and evaluated from the following:

**VENDOR**

Heathwood Oil  
Kansas City, KS

and,

WHEREAS, pursuant to section 1054.6, Jackson County Code, 1984, the Director of Finance and Purchasing recommends award to Heathwood Oil of Kansas City, KS, for the reason that it has submitted the lowest and best bid, as set forth in the attached recapitulation and analysis; and,

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

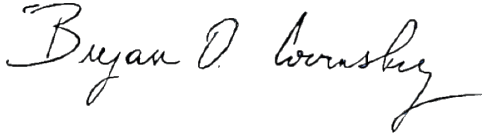
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director 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 agencies are contained in the then current Jackson County budget.



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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21349 of July 31, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

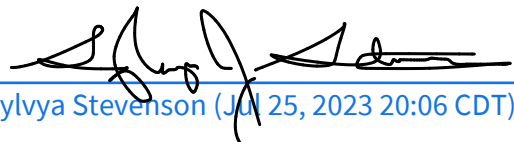
Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

07/25/2023

  
Sylvya Stevenson (Jul 25, 2023 20:06 CDT)

\_\_\_\_\_  
Date

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



# 23-035 - Petroleum Products

## Project Overview

|                            |                                                                                                                                                                                                                   |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Details</b>     |                                                                                                                                                                                                                   |
| <b>Reference ID</b>        | 23-035                                                                                                                                                                                                            |
| <b>Project Name</b>        | Petroleum Products                                                                                                                                                                                                |
| <b>Project Owner</b>       | Keith Allen                                                                                                                                                                                                       |
| <b>Project Type</b>        | ITB                                                                                                                                                                                                               |
| <b>Department</b>          | Various Departments                                                                                                                                                                                               |
| <b>Budget</b>              | \$0.00 - \$0.00                                                                                                                                                                                                   |
| <b>Project Description</b> | Jackson County, Missouri is seeking a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve Month Options to Extend for the furnishing of Petroleum Products for use by Various County Departments. |
| <b>Open Date</b>           | Jun 01, 2023 12:00 PM CDT                                                                                                                                                                                         |
| <b>Intent to Bid Due</b>   | Jun 27, 2023 1:30 PM CDT                                                                                                                                                                                          |
| <b>Close Date</b>          | Jun 27, 2023 2:00 PM CDT                                                                                                                                                                                          |

| <b>Highest Scoring Supplier</b> | <b>Score</b>    |
|---------------------------------|-----------------|
| <b>HEATHWOOD OIL CO</b>         | <b>91.5 pts</b> |



## Seal status

| Requested Information                       | Unsealed on              | Unsealed by |
|---------------------------------------------|--------------------------|-------------|
| ITB No. 23-035 Petroleum Products (BT-18DX) | Jun 27, 2023 2:34 PM CDT | Keith Allen |
| Addenda                                     | Jun 27, 2023 2:34 PM CDT | Keith Allen |
| Affidavit                                   | Jun 27, 2023 2:34 PM CDT | Keith Allen |
| Certificate of Compliance                   | Jun 27, 2023 2:34 PM CDT | Keith Allen |
| Exhibit F - Bidder's Exceptions             | Jun 27, 2023 2:34 PM CDT | Keith Allen |
| Statement of Contractor's Qualifications    | Jun 27, 2023 2:34 PM CDT | Keith Allen |
| Term & Supply Contract Page                 | Jun 27, 2023 2:34 PM CDT | Keith Allen |



# Proposal Scores

## HEATHWOOD OIL CO - Scoring Summary

### Evaluation Group 1 - Main Evaluation

|                    | <b>A - Purchasing Evaluation</b> | <b>A-1 - Addenda</b> | <b>A-2 - Affidavit</b> | <b>A-3 - Certificate of Compliance</b> | <b>A-4 - Exhibit F - Bidder's Exceptions</b> |
|--------------------|----------------------------------|----------------------|------------------------|----------------------------------------|----------------------------------------------|
| <b>Reviewer</b>    | <b>/ 0 pts</b>                   | <b>Pass/Fail</b>     | <b>Pass/Fail</b>       | <b>Pass/Fail</b>                       | <b>Pass/Fail</b>                             |
| Keith Allen        | 0 pts                            | Pass                 | Pass                   | Pass                                   | Pass                                         |
| <b>Average:</b>    |                                  | <b>Pass</b>          | <b>Pass</b>            | <b>Pass</b>                            | <b>Pass</b>                                  |
|                    |                                  | ↓                    | ↓                      | ↓                                      | ↓                                            |
| <b>Calculated:</b> | <b>0 pts</b>                     | <b>Pass</b>          | <b>Pass</b>            | <b>Pass</b>                            | <b>Pass</b>                                  |



|                    | <b>A-5 - Statement of Contractor's Qualifications</b> | <b>A-6 - Term and Supply Contract Page</b> | <b>A-7 - Attachment 1 - Bidder's Quotation Sheet</b> |
|--------------------|-------------------------------------------------------|--------------------------------------------|------------------------------------------------------|
| <b>Reviewer</b>    | <b>Pass/Fail</b>                                      | <b>Pass/Fail</b>                           | <b>Pass/Fail</b>                                     |
| Keith Allen        | Pass                                                  | Pass                                       | Pass                                                 |
|                    | <b>Pass</b>                                           | <b>Pass</b>                                | <b>Pass</b>                                          |
|                    | ↓                                                     | ↓                                          | ↓                                                    |
| <b>Calculated:</b> | <b>Pass</b>                                           | <b>Pass</b>                                | <b>Pass</b>                                          |

## Evaluation Group 2 - Department Evaluation

|                 | <b>Total</b>    | <b>B - Department Evaluation</b> | <b>B-1 - Exhibit F - Bidder's Exceptions</b> | <b>B-2 - Statement of Contractor's Qualifications</b> |
|-----------------|-----------------|----------------------------------|----------------------------------------------|-------------------------------------------------------|
| <b>Reviewer</b> | <b>/ 35 pts</b> | <b>/ 35 pts</b>                  | <b>/ 10 pts</b>                              | <b>/ 25 pts</b>                                       |
| Matt Willier    | 35 pts          | 35 pts                           | 10 pts                                       | 25 pts                                                |



|                    | <b>Total</b>    | <b>B - Department Evaluation</b> | <b>B-1 - Exhibit F - Bidder's Exceptions</b> | <b>B-2 - Statement of Contractor's Qualifications</b> |
|--------------------|-----------------|----------------------------------|----------------------------------------------|-------------------------------------------------------|
| <b>Reviewer</b>    | <b>/ 35 pts</b> | <b>/ 35 pts</b>                  | <b>/ 10 pts</b>                              | <b>/ 25 pts</b>                                       |
| John Johnson       | 28 pts          | 28 pts                           | 8 pts                                        | 20 pts                                                |
|                    |                 | <b>Average:</b>                  | <b>9 pts</b>                                 | <b>22.5 pts</b>                                       |
|                    |                 |                                  | ↓                                            | ↓                                                     |
| <b>Calculated:</b> | <b>31.5 pts</b> | <b>31.5 pts</b>                  | <b>9 pts</b>                                 | <b>22.5 pts</b>                                       |

### Evaluation Group 3 - Pricing Evaluation

|                 | <b>Total</b>    | <b>D - Pricing</b> | <b>D-1 - Attachment 1 - Quotation Sheet</b> |
|-----------------|-----------------|--------------------|---------------------------------------------|
| <b>Reviewer</b> | <b>/ 65 pts</b> | <b>/ 65 pts</b>    | <b>/ 65 pts</b>                             |
| Matt Willier    | 65 pts          | 65 pts             | 65 pts                                      |



|                    | <b>Total</b>    | <b>D - Pricing</b> | <b>D-1 - Attachment 1 - Quotation Sheet</b> |
|--------------------|-----------------|--------------------|---------------------------------------------|
| <b>Reviewer</b>    | <b>/ 65 pts</b> | <b>/ 65 pts</b>    | <b>/ 65 pts</b>                             |
| John Johnson       | 55 pts          | 55 pts             | 55 pts                                      |
|                    |                 | <b>Average:</b>    | <b>60 pts</b>                               |
|                    |                 |                    | ↓                                           |
| <b>Calculated:</b> | <b>60 pts</b>   | <b>60 pts</b>      | <b>60 pts</b>                               |

## Request for Legislative Action

Resolution No.: 21349  
Sponsor: Megan L. Marshall  
Date: July 31, 2023

### Completed by County Counselor's Office

|                   |                   |                           |           |
|-------------------|-------------------|---------------------------|-----------|
| Action Requested: | Resolution        | Res.Ord No.:              | 21349     |
| Sponsor(s):       | Megan L. Marshall | Legislature Meeting Date: | 7/31/2023 |

### Introduction

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

**Project/Title:**

Awarding a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Petroleum Products for use by various County Departments to Heathwood Oil Company of Kansas City, Kansas under the terms and conditions of Invitation to Bid No. 23-035.

### Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Petroleum Products. The Purchasing Department issued Invitation to Bid No. 035 in response to those requirements. A total of 100 notifications were distributed, twenty-one (21) document takers and One (1) response were received and evaluated. In order to attract better pricing and promote increased competition, the Purchasing Department is increasing its contract term length to a Twenty-Four (24) Month contract with a Twelve (12) Month Option to Extend.

An Executive Summary of the Invitation to Bid, including the Contractor's Quotation Sheet and the using County Departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the using Departments recommend the award of a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Petroleum Products for use by Various County Departments to Heathwood Oil Company of Kansas City, Kansas as the lowest and best bid under the terms and conditions of Invitation to Bid No. 035.

Annual Estimated Usage: \$32,000

This award is made on a "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchase(s) is subject to annual appropriations.

Current Certificate of Compliance on file.

### Contact Information

|                    |                |                        |                        |
|--------------------|----------------|------------------------|------------------------|
| <b>Department:</b> | Finance        | <b>Submitted Date:</b> | 7/20/2023              |
| <b>Name:</b>       | Keith E. Allen | <b>Email:</b>          | keallen@jacksongov.org |
| <b>Title:</b>      | Senior Buyer   | <b>Phone:</b>          | 816-881-3465           |



## Request for Legislative Action

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

| Prior Legislation |                  |
|-------------------|------------------|
| Prior Ordinances  |                  |
| Ordinance:        | Ordinance date:  |
|                   |                  |
| Prior Resolution  |                  |
| Resolution:       | Resolution date: |
| 20723             | July 19, 2021    |

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

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

## Request for Legislative Action

|                |  |
|----------------|--|
| Not Applicable |  |
|----------------|--|

### Fiscal Information

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

### History

Submitted by Finance requestor: Keith E. Allen on 7/20/2023. Comments:

Approved by Department Approver Bob Crutsinger on 7/20/2023 12:14:41 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 7/20/2023 3:43:11 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 7/20/2023 4:15:43 PM. Comments:

Approved by Budget Office Approver Mark Lang on 7/20/2023 4:45:55 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 7/21/2023 10:18:15 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 7/26/2023 10:47:46 AM. Comments:



## Jackson County Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

### MEMORANDUM

TO: Keith Allen, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: July 19, 2023

SUBJECT: Recommendation for Vendor: Heathwood Oil Co.

Please consider Heathwood Oil Co. be awarded term and supply vendor for bid No. 23-035 Petroleum Products to County Road and Bridge division. Heathwood Oil Co. was the only vendor that submitted a bid for bid No. 23-035 Petroleum Products. In addition, besides meeting all the bid requirements, Heathwood Oil Co. has been around for a number of years, and they have competitive pricing and experience including being a previous vendor for Jackson County.

It is estimated that the County Road and Bridge division could spend approximately \$25,000.00 annually with Heathwood Oil Co.

For the reasons above, it has been requested that Heathwood Oil Co. be awarded the term and supply contract for bid No. 23-035 Petroleum Products.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



**JACKSON COUNTY**  
**Parks + Rec**

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

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

## MEMORANDUM

**TO:** Keith Allen, Senior Buyer

**FROM:** John Johnson, Superintendent of Park Operations

**DATE:** June 29, 2023

**SUBJECT:** Term & Supply Contract No. 23-035, Petroleum Products

The Parks + Rec Department recommends the contract award to Heathwood Oil as the lowest and best bidder. Heathwood has done a good job providing the department with vehicle/equipment fluids and oils in the past. The current pricing in the bid is fair and reasonable for the types we use.

Parks + Rec projected usage during the next twelve months is \$7,000, subject budget approval/availability.



*Frank White, Jr., County Executive*

| Item No                                                | Description                                                                                                  | UOM                 | Qty Required | As Specified (indicate yes or no) | UOP    | Alternative or N/A Product |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------|--------------|-----------------------------------|--------|----------------------------|
| <b>Parks + Rec (16)</b>                                |                                                                                                              |                     |              |                                   |        |                            |
| #1-1                                                   | Wiper wash, premix, four season protects to -20 degrees F                                                    | 55-Gal Drum         | 6            | 4 Seasons Wiper Wash              | 89.1   | N/A                        |
| #1-2                                                   | Tube grease, Lithium complex #2                                                                              | Case/10             | 40           | Purus Heavy Duty High Temp #2     | 36.7   | N/A                        |
| #1-3                                                   | 10W 30 SAE, GF-3 ILSAC API service SJ, SH, recycled oil, Everywhere SJ, SH, ILSAC GF-2                       | 55-Gal Drum         | 13           | Service Pro Synthetic Blend 10w/  | 548.35 | N/A                        |
| #1-4                                                   | Antifreeze, concentrated green, standard, universal AF gas/diesel                                            | 55-Gal Drum         | 4            | 4 Seasons Green Antifreeze        | 379.5  | N/A                        |
| #1-5                                                   | HY32 Hydraulic fluid, for use on John Deer, Case, New Holland, Caterpillar latest equipment                  | 55-Gal Drum         | 7            | Purus AW Hydraulic 32w            | 445.5  | N/A                        |
| #1-6                                                   | HWAW46 Hydraulic fluid, meets requirements of: Cincinnati Milacron P-68, p-69, P70 Denison HF-0, Vickers M   | 55-Gal Drum         | 4            | Purus AW Hydraulic 46w            | 445.5  | N/A                        |
| #1-7                                                   | HWAW68 Hydraulic fluid, meets requirements of: Cincinnati Milacron P-68, p-69, P70 Denison HF-0, Vickers M   | 55-Gal Drum         | 8            | Purus AW Hydraulic 68w            | 570.4  | N/A                        |
| #1-8                                                   | 15W 40 recycled oil, Api CI-4 Plus, CI-4, CH-4, CF/SL Mack EO-M Plus, Valvo VDS, VDC-2, Cummins 20071, 72, 7 | 55-Gal Drum         | 12           | Purus Synthetic Blend CK-4 15/4C  | 585.2  | N/A                        |
| #1-9                                                   | Mercon V, must also meet Dexron III specifications and have licensing approvals from Ford                    | 55-Gal Drum         | 4            | Service Pro Multi-Vehicle ATF     | 747.45 | N/A                        |
| #1-10                                                  | 80/90 Gear oil, EP Gear Lube Api: GLT, MT-I; Also meets: Mack GO-J, MIL-PRF-2105E                            | 55-Gal Pail         | 2            | Purus 80/90                       | 870.95 | N/A                        |
| #1-11                                                  | 80/90 Gear oil, EP Gear Lube Api: GLT, MT-I; Also meets: Mack GO-J, MIL-PRF- 2105E                           | 16-Gal Pail         | 1            | Purus 80/90                       | 273.98 | N/A                        |
| #1-12                                                  | Wheel bearing and chassis grease NLGI Rating GC-LB                                                           | 5-Gal Pail          | 2            | Service Pro High Temp EP #2 Gre   | 120.6  | N/A                        |
| #1-13                                                  | Lithium grease Complex #2 grease                                                                             | 5-Gal Pail          | 4            | Service Pro High Temp EP #2 Gre   | 120.6  | N/A                        |
| #1-14                                                  | Dextron III/Mercon, must have licensing approvals from GM, Ford, Chrysler, Allison, and Caterpillar          | 55-Gal Drum         | 1            | Service Pro Dexron ATF            | 574.2  | N/A                        |
| #1-15                                                  | Petroleum oil grease, Premium Total Use, NLGI-GC-LB Standard Grease                                          | 16-Gal Pail         | 1            | Purus HD High Temp #2 Grease      | 412.51 | N/A                        |
| #1-16                                                  | Oil Dry                                                                                                      | 40 lb. Bag          | 40           | Service Pro Oil Dry Bags          | 8.4    | N/A                        |
| <b>Road &amp; Bridge Division of Public Works (21)</b> |                                                                                                              |                     |              |                                   |        |                            |
| #2-1                                                   | 1 OW Oil, T 04 specs                                                                                         | 5-Gal Pail          | 200          | Purus HD TO-4 10w Fluid           | 71.5   | N/A                        |
| #2-2                                                   | 30W Oil T 04 specs                                                                                           | 5-Gal Pail          | 200          | Purus HD TO-4 30w Fluid           | 76.4   | N/A                        |
| #2-3                                                   | 10W 30 motor oil API CI-4 & SL                                                                               | 5-Gal Pail          | 25           | Purus Diesel Synblend 10w30       | 64.95  | N/A                        |
| #2-4                                                   | 10W 30 motor oil API CI-4 & SL                                                                               | 1 Quart             | 20           | Motorcraft Diesel Synblend 10w/   | 4.65   | N/A                        |
| #2-5                                                   | 15W 40 motor oil API CI4, SL                                                                                 | Gallon/Bulk         | 1500         | Purus Diesel Synblend CK-4 15/4C  | 10.64  | N/A                        |
| #2-6                                                   | 15W 40 motor oil API CI4, SL                                                                                 | 5-Gal Pail          | 20           | Purus Diesel Synblend CK-4 15/4C  | 63.2   | N/A                        |
| #2-7                                                   | 15W 40 motor oil API CI4, SL                                                                                 | 1 Quart             | 20           | Motorcraft Diesel Synblend 10w/   | 4.73   | N/A                        |
| #2-8                                                   | Hydraulic Oil, ISO 32                                                                                        | 5-Gal Pail          | 30           | Purus AW Hydraulic 32w            | 50.5   | N/A                        |
| #2-9                                                   | Hydraulic Oil, ISO 32                                                                                        | 1 Quart             | 20           | Mobil Hydraulic AW 32             | 8.16   | N/A                        |
| #2-10                                                  | High temperature Lithium Complex NLGI grade #2 grease                                                        | 55-Gal Drum         | 5            | Purus HD High Temp #2 Grease      | 1263.8 | N/A                        |
| #2-11                                                  | High temperature Lithium Complex NLGI grade #2 grease                                                        | 10 tube carton poly | 10           | Purus HD High Temp #2 Grease      | 36.2   | N/A                        |
| #2-12                                                  | Petroleum oil grease, premium Total Use, NLGI-GC-LB standard                                                 | 55-Gal Drum         | 6            | Purus HD High Temp #2 Grease      | 1263.8 | N/A                        |
| #2-13                                                  | Tractor Hydraulic Fluid- John Deere, Case, New Holland, Caterpillar latest specs                             | 5-Gal Pail          | 300          | Purus Tractor Hydraulic Fluid     | 54.2   | N/A                        |
| #2-14                                                  | Wiper wash fluid, freeze point -20 degrees F                                                                 | 6-gal case          | 100          | 4 Seasons Wiper Wash              | 13.9   | N/A                        |
| #2-15                                                  | Diesel Flow                                                                                                  | 1/2 gal             | 50           | Penray Winter Power R             | 88.6   | N/A                        |
| #2-16                                                  | 75W-140 synthetic oil                                                                                        | 1 Quart             | 10           | Motorcraft Synthetic 75w/140      | 21.81  | N/A                        |
| #2-17                                                  | 80/90W GL-5                                                                                                  | 55-Gal Drum         | 4            | Purus 80/90 GL-5 Gear Oil         | 870.95 | N/A                        |
| #2-18                                                  | Antifreeze, green standard, universal AF gas/diesel                                                          | Gallon/Bulk         | 500          | 4 Seasons Green Antifreeze        | 6.9    | N/A                        |
| #2-19                                                  | Antifreeze, Dex-cool, longlife AF auto engines                                                               | Gallon              | 50           | Service Pro All Makes All Models  | 7.19   | N/A                        |
| #2-20                                                  | Transmission Oil - Synthetic automatic, must meet OEM performance standards of Allison C-4, TES-295, TES-3   | 5-Gal Pail          | 200          | Service Pro Full Synthetic ATF    | 77.95  | N/A                        |
| #2-21                                                  | Transmission Oil - Synthetic automatic, must meet OEM performance standards of Allison C-4, TES-295, TES-3   | 55-Gal Drum         | 6            | Service Pro Full Synthetic ATF    | 747.45 | N/A                        |
| <b>Misc Items Not Listed (3)</b>                       |                                                                                                              |                     |              |                                   |        |                            |
| #3-1                                                   | Drum deposit, if required, indicate each price                                                               | Each                | 0            | Drum Depsoit                      | 20     | N/A                        |
| #3-2                                                   | Discount offered off manufacturer's list price for items not listed above*                                   | %                   | 0            | Discount                          | 10     | N/A                        |
| #3-3                                                   | Delivery Time after receipt of order                                                                         | Days                | 0            | Within 5 Business days            | 5      | N/A                        |

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

**A RESOLUTION** awarding a twenty-four month term and supply contract, with one twelve-month option to extend, for the furnishing of trailer maintenance and repair for use by various County Departments to Reign Enterprises, LLC of Raymore, MO, under the terms and conditions of Invitation to Bid No. 23-043.

**RESOLUTION NO. 21350**, July 31, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, various County Departments have a continuing need for trailer maintenance; and,

WHEREAS, the Director of Finance and Purchasing has solicited proposals for these products under Invitation to Bid No. 23-043; and,

WHEREAS, a total of fifteen notifications were distributed and one response was received and evaluated from the following:

**VENDOR**

Reign Enterprises, LLC  
Raymore, MO

and,

WHEREAS, pursuant to section 1054.6, Jackson County Code, 1984, the Director of Finance and Purchasing recommends award to Reign Enterprises, LLC of Raymore, MO, for the reason that it has submitted the lowest and best bid, as set forth in the attached recapitulation and analysis; and,

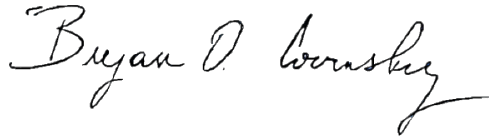
WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the 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 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 agencies are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21350 of July 31, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

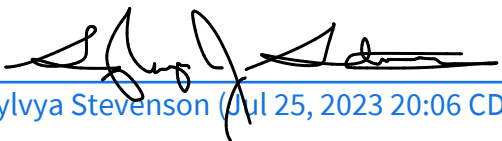
\_\_\_\_\_  
Date

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

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

07/25/2023

\_\_\_\_\_  
Date



Sylvya Stevenson (Jul 25, 2023 20:06 CDT)  
\_\_\_\_\_  
Chief Administrative Officer





# 23-043 - Trailer Maintenance & Repair Services

## Project Overview

|                            |                                                                                                                                                                                                                                      |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Details</b>     |                                                                                                                                                                                                                                      |
| <b>Reference ID</b>        | 23-043                                                                                                                                                                                                                               |
| <b>Project Name</b>        | Trailer Maintenance & Repair Services                                                                                                                                                                                                |
| <b>Project Owner</b>       | Keith Allen                                                                                                                                                                                                                          |
| <b>Project Type</b>        | ITB                                                                                                                                                                                                                                  |
| <b>Department</b>          | Various Departments                                                                                                                                                                                                                  |
| <b>Budget</b>              | \$0.00 - \$0.00                                                                                                                                                                                                                      |
| <b>Project Description</b> | Jackson County, Missouri is seeking a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve Month Options to Extend for the furnishing of Trailer Maintenance & Repair Services for use by Various County Departments. |
| <b>Open Date</b>           | May 22, 2023 5:00 PM CDT                                                                                                                                                                                                             |
| <b>Intent to Bid Due</b>   | Jun 20, 2023 1:30 PM CDT                                                                                                                                                                                                             |
| <b>Close Date</b>          | Jun 20, 2023 2:00 PM CDT                                                                                                                                                                                                             |

| <b>Highest Scoring Supplier</b> | <b>Score</b>     |
|---------------------------------|------------------|
| <b>Reign Enterprises LLC</b>    | <b>87.67 pts</b> |



## Seal status

| Requested Information                    | Unsealed on              | Unsealed by |
|------------------------------------------|--------------------------|-------------|
| Addenda                                  | Jun 20, 2023 2:18 PM CDT | Keith Allen |
| Affidavit                                | Jun 20, 2023 2:18 PM CDT | Keith Allen |
| Certificate of Compliance                | Jun 20, 2023 2:18 PM CDT | Keith Allen |
| Exhibit F - Bidder's Exceptions          | Jun 20, 2023 2:18 PM CDT | Keith Allen |
| Greater Kansas City Metro Area Memo      | Jun 20, 2023 2:18 PM CDT | Keith Allen |
| Statement of Contractor's Qualifications | Jun 20, 2023 2:18 PM CDT | Keith Allen |
| Term & Supply Contract Page              | Jun 20, 2023 2:18 PM CDT | Keith Allen |
| Attachment 1 - Bidder's Quotation Sheet  | Jun 20, 2023 2:18 PM CDT | Keith Allen |



# Proposal Scores

## Reign Enterprises LLC - Scoring Summary

### Evaluation Group 1 - Main Evaluation

|             | A - Purchasing Score | A-1 - Addenda | A-2 - Affidavit | A-3 - Certificate of Compliance | A-4 - Exhibit F - Bidder's Exceptions |
|-------------|----------------------|---------------|-----------------|---------------------------------|---------------------------------------|
| Reviewer    | / 0 pts              | Pass/Fail     | Pass/Fail       | Pass/Fail                       | Pass/Fail                             |
| Keith Allen | 0 pts                | Pass          | Pass            | Pass                            | Pass                                  |
| Average:    |                      | Pass          | Pass            | Pass                            | Pass                                  |
|             |                      | ↓             | ↓               | ↓                               | ↓                                     |
| Calculated: | 0 pts                | Pass          | Pass            | Pass                            | Pass                                  |



|                    | <b>A-5 - Greater KC Metro Area Memo</b> | <b>A-6 - Statement of Contractor's Qualifications</b> | <b>A-7 - Term and Supply Contract Page</b> | <b>A-8 - Attachment 1 - Bidder's Quotation Sheet</b> |
|--------------------|-----------------------------------------|-------------------------------------------------------|--------------------------------------------|------------------------------------------------------|
| <b>Reviewer</b>    | <b>Pass/Fail</b>                        | <b>Pass/Fail</b>                                      | <b>Pass/Fail</b>                           | <b>Pass/Fail</b>                                     |
| Keith Allen        | Pass                                    | Pass                                                  | Pass                                       | Pass                                                 |
|                    | <b>Pass</b>                             | <b>Pass</b>                                           | <b>Pass</b>                                | <b>Pass</b>                                          |
|                    | ↓                                       | ↓                                                     | ↓                                          | ↓                                                    |
| <b>Calculated:</b> | <b>Pass</b>                             | <b>Pass</b>                                           | <b>Pass</b>                                | <b>Pass</b>                                          |

## Evaluation Group 2 - Department Evaluation

|                 | <b>Total</b>    | <b>B - Department Score</b> | <b>B-1 - Exhibit F - Bidder's Exceptions</b> | <b>B-2 - Statement of Contractor's Qualifications</b> |
|-----------------|-----------------|-----------------------------|----------------------------------------------|-------------------------------------------------------|
| <b>Reviewer</b> | <b>/ 40 pts</b> | <b>/ 40 pts</b>             | <b>/ 10 pts</b>                              | <b>/ 30 pts</b>                                       |
| John Johnson    | 25 pts          | 25 pts                      | 5 pts                                        | 20 pts                                                |



|                    | <b>Total</b>     | <b>B - Department Score</b> | <b>B-1 - Exhibit F - Bidder's Exceptions</b> | <b>B-2 - Statement of Contractor's Qualifications</b> |
|--------------------|------------------|-----------------------------|----------------------------------------------|-------------------------------------------------------|
| <b>Reviewer</b>    | <b>/ 40 pts</b>  | <b>/ 40 pts</b>             | <b>/ 10 pts</b>                              | <b>/ 30 pts</b>                                       |
| Caroline DEIHL     | 40 pts           | 40 pts                      | 10 pts                                       | 30 pts                                                |
| John Payne         | 33 pts           | 33 pts                      | 8 pts                                        | 25 pts                                                |
|                    |                  | <b>Average:</b>             | <b>7.667 pts</b>                             | <b>25 pts</b>                                         |
|                    |                  |                             | ↓                                            | ↓                                                     |
| <b>Calculated:</b> | <b>32.67 pts</b> | <b>32.67 pts</b>            | <b>7.667 pts</b>                             | <b>25 pts</b>                                         |

### Evaluation Group 3 - Pricing Evaluation

|                 | <b>Total</b>    | <b>C - Pricing</b> | <b>C-1 - Attachment 1 - Bidder's Quotation Sheet</b> |
|-----------------|-----------------|--------------------|------------------------------------------------------|
| <b>Reviewer</b> | <b>/ 60 pts</b> | <b>/ 60 pts</b>    | <b>/ 60 pts</b>                                      |



|                    | <b>Total</b>    | <b>C - Pricing</b> | <b>C-1 - Attachment 1 - Bidder's Quotation Sheet</b> |
|--------------------|-----------------|--------------------|------------------------------------------------------|
| <b>Reviewer</b>    | <b>/ 60 pts</b> | <b>/ 60 pts</b>    | <b>/ 60 pts</b>                                      |
| John Johnson       | 45 pts          | 45 pts             | 45 pts                                               |
| Caroline DEIHL     | 60 pts          | 60 pts             | 60 pts                                               |
| John Payne         | 60 pts          | 60 pts             | 60 pts                                               |
|                    |                 | <b>Average:</b>    | <b>55 pts</b>                                        |
|                    |                 |                    | ↓                                                    |
| <b>Calculated:</b> | <b>55 pts</b>   | <b>55 pts</b>      | <b>55 pts</b>                                        |

# Request for Legislative Action

Res. #21350  
Sponsor: Megan L. Marshall  
Date: July 31, 2023

## Completed by County Counselor's Office

|                   |                   |                           |           |
|-------------------|-------------------|---------------------------|-----------|
| Action Requested: | Resolution        | Res.Ord No.:              | 21350     |
| Sponsor(s):       | Megan L. Marshall | Legislature Meeting Date: | 7/31/2023 |

## Introduction

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

**Project/Title:**

Awarding a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Trailer Maintenance & Repair Services for use by various County Departments to Reign Enterprises LLC of Raymore, MO under the terms and conditions of Invitation to Bid No. 23-043.

## Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Trailer Maintenance & Repair Services. The Purchasing Department issued Invitation to Bid No. 043 in response to those requirements. A total of 1,502 notifications were distributed, fifteen (15) document takers and One (1) response were received and evaluated. In order to attract better pricing and promote increased competition, the Purchasing Department is increasing its contract term length to a Twenty-Four (24) Month contract with a Twelve (12) Month Option to Extend.

An Executive Summary of the Invitation to Bid, including the Contractor's Quotation Sheet and the using County Departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the using Departments recommend the award of a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Trailer Maintenance & Repair Services for use by Various County Departments to Reign Enterprises of Raymore, MO as the lowest and best bid under the terms and conditions of Invitation to Bid No. 043.

Annual Estimated Usage: \$30,000

This award is made on a "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchase(s) is subject to annual appropriations.

Current Certificate of Compliance on file.

## Contact Information

|                    |                |                        |                        |
|--------------------|----------------|------------------------|------------------------|
| <b>Department:</b> | Finance        | <b>Submitted Date:</b> | 7/20/2023              |
| <b>Name:</b>       | Keith E. Allen | <b>Email:</b>          | keallen@jacksongov.org |
| <b>Title:</b>      | Senior Buyer   | <b>Phone:</b>          | 816-881-3465           |

## Request for Legislative Action

| <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> |

| <b>Prior Legislation</b> |                  |
|--------------------------|------------------|
| <b>Prior Ordinances</b>  |                  |
| Ordinance:               | Ordinance date:  |
|                          |                  |
| <b>Prior Resolution</b>  |                  |
| Resolution:              | Resolution date: |
|                          |                  |

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

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



## Request for Legislative Action

|                |  |
|----------------|--|
| Not Applicable |  |
|----------------|--|

### Fiscal Information

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

### History

Submitted by Finance requestor: Keith E. Allen on 7/20/2023. Comments:

Approved by Department Approver Bob Crutsinger on 7/20/2023 12:19:24 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 7/20/2023 3:44:36 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 7/20/2023 4:17:25 PM. Comments:

Approved by Budget Office Approver Mark Lang on 7/20/2023 4:45:28 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 7/21/2023 10:16:52 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 7/26/2023 10:48:53 AM. Comments:



Jackson County  
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

MEMORANDUM

TO: Keith Allen, Finance and Purchasing Department  
FROM: Caroline Deihl, Administrative Supervisor  
DATE: July 3, 2023  
SUBJECT: Recommendation for Vendor: Reign Enterprises

Please consider Reign Enterprises be awarded term and supply vendor for bid No. 23-043 Trailer Maintenance & Repair Services to County Road and Bridge division. Reign Enterprises was the only vendor that submitted a bid for bid No. 23-043 Trailer Maintenance & Repair Services. In addition, besides meeting all the bid requirements. Reign Enterprises has been around for a number of years, and they have competitive pricing and experience.

It is estimated that the County Road and Bridge division could spend approximately \$5,000.00 annually with Reign Enterprises.

For the reasons above, it has been requested that Reign Enterprises be awarded the term and supply contract for bid No. 23-043 Trailer Maintenance & Repair Services.

Thank you for your consideration.

Thank you,

Caroline Deihl, Administrative Supervisor



**JACKSON COUNTY**  
**Parks + Rec**

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

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

## MEMORANDUM

**TO:** Keith Allen, Senior Buyer

**FROM:** John Johnson, Superintendent of Park Operations

**DATE:** July 3, 2023

**SUBJECT:** Term & Supply Contract No. 23-043 Trailer Maint. & Repair

The Parks + Rec Department's recommendation is to award Reign Enterprises for trailer maintenance and repair services. Reign provided separate pricing for on-site repairs, to include a service truck as well as in-shop repair pricing.

Parks + Rec projected usage during the next twelve months is \$25,000, subject budget approval/availability.



*Frank White, Jr., County Executive*



# Office of the JACKSON COUNTY SHERIFF

---

Sheriff Darryl Forté

---

## INTER-OFFICE MEMO

---

**TO:** Keith Allen, Purchasing  
**FROM:** Beth Money, Office Administrator  
**CC:** Sgt. John Payne  
**RE:** Recommendation Memo 23-043 – Trailer Maintenance & Repair Services  
**Date:** July 11, 2023

---

The Sheriff's Office has an occasional need for vendors to provide trailer maintenance and repair services. We have reviewed the bid submitted by Reign Enterprises, LLC. We recommend awarding a contract to Reign Enterprises, LLC as they offer acceptable pricing and services will meet our needs.

The Sheriff's Office will spend approximately \$1,000 annually using this contract.

**ATTACHMENT 1  
 BIDDER'S QUOTATION SHEET**

| NO. | DESCRIPTION                                                                        | COST      |
|-----|------------------------------------------------------------------------------------|-----------|
| 1.0 | Labor Rate, in-shop, regular work hours                                            | \$ 100.00 |
| 2.0 | Labor Rate, in-shop, over time work hours                                          | \$ 125.00 |
| 3.0 | Labor Rate, on-site (any County location) with service truck, regular work hours   | \$ 125.00 |
| 4.0 | Labor Rate, on-site (any County location) with service truck, over time work hours | \$ 150.00 |
| 5.0 | Parts, New, Percentage Mark-Up over MSRP                                           | 10 %      |
| 6.0 | Parts, Remanufactured, Rebuilt, or After Market, Percentage Mark-Up over MSRP      | 10 %      |
| 7.0 | Fee for Repair Estimate, if applicable                                             | \$ 0.00   |
| 8.0 | Delivery Fee for Parts, if applicable                                              | \$ 25.00  |

Indicate days and hours for REGULAR TIME service:

Mon - Fri. 8am - 4pm

Indicate days and hours for OVER TIME service:

All other

|                                                              |                              |
|--------------------------------------------------------------|------------------------------|
| SIGNATURE: <u>Reese Harter</u>                               | DATE: <u>5-26-23</u>         |
| NAME (PRINT): <u>Reese Harter</u>                            | PHONE: <u>(716) 255-8921</u> |
| TITLE (PRINT): <u>Owner</u>                                  | CELL:                        |
| COMPANY NAME (PRINT) <u>Reign Enterprises</u>                | FAX:                         |
| E-MAIL ADDRESS (PRINT) <u>reignenterprises8921@gmail.com</u> |                              |
| E-MAIL ADDRESS FOR PO'S (PRINT) <u>Same</u>                  |                              |
| URL (PRINT):                                                 |                              |

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

**A RESOLUTION** awarding a thirty-six month contract, with two twelve-month options to extend, for the furnishing of comprehensive medical, dental, and pharmaceutical services to inmates at the Jackson County Detention Center to Advanced Correctional Healthcare of Peoria, IL, under the terms and conditions of Request for Proposals No. 23-014 at an actual cost to the County for 2023 not to exceed \$3,408,500.00.

**RESOLUTION NO. 21351** July 31, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the Department of Corrections has an obligation to provide comprehensive medical, dental, and pharmaceutical services for all persons detained at the Jackson County Detention Center; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal proposals via Request for Proposals No. 23-014 for the furnishing of comprehensive medical, dental, and pharmaceutical services for use by the Department of Corrections; and,

WHEREAS, a total of nine notifications were distributed and two responses were received and evaluated;

**VENDORS**

Advanced Correctional Healthcare  
Peoria, IL

Turn Key Health  
Oklahoma City, OK

and,

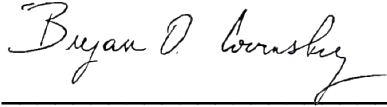
WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a thirty-six-month contract, with two twelve-month options to extend, for the furnishing of comprehensive medical, dental, and pharmaceutical services to Advanced Correctional Healthcare of Peoria, IL, for the reason that it has submitted the lowest and best bid; 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 is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21351 of July 31, 2023, was duly passed on \_\_\_\_\_, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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




There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized. Funding for future years is subject to appropriation in the County's then current annual budget.

ACCOUNT NUMBER: 002 2701 56090  
ACCOUNT TITLE: Health Fund  
Corrections  
Health & Social Services  
NOT TO EXCEED: \$3,408,500.00

07/25/2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
[Sylvya Stevenson \(Jul 25, 2023 20:06 CDT\)](#)  
Chief Administrative Officer

## Request for Legislative Action

Res. #21351  
Sponsor: Megan L. Marshall  
Date: July 31, 2023

### Completed by County Counselor's Office

|                   |                   |                           |           |
|-------------------|-------------------|---------------------------|-----------|
| Action Requested: | Resolution        | Res.Ord No.:              | 21351     |
| Sponsor(s):       | Megan L. Marshall | Legislature Meeting Date: | 7/31/2023 |

### Introduction

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

**Project/Title:**

A Resolution Awarding a Thirty-Six (36) Month with Two (2), Twelve (12) Month Options to Extend, for the furnishing of Medical, Dental, MAT, and Pharmaceutical Services for the Inmate Population in the amount of \$6,816,999.00, to Advanced Correctional Healthcare Inc of Peoria, Illinois under the terms and conditions of Request for Proposal No. 23-014.

### Request Summary

The Jackson County Sheriff's Office Detention Center requires Comprehensive Medical, Dental, MAT, and Pharmaceutical Services for the Inmate Population. The Purchasing Department Issued Request for Proposal No. 23-014 to meet these requirements.

There were nine (9) notifications, twenty-four (24) document takers and two (2) responses. Evaluation points were based on the following: Responsiveness to Request for Proposal; Qualifications; Experience and Expertise; References and Pricing. One hundred (100) evaluation points were possible.

The \$3,408,499.50, is currently available within the Jackson County Detention Center 2023 budget. The remaining \$3,408,499.50 ,will be appropriated in the Undesignated Balance of the Health Fund in the year 2024.

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Thirty-Six (36) Month Term and Supply Contract, with Two (2), Twelve (12) Month Options to Extend for the furnishing of Medical, Dental, MAT, and Pharmaceutical Services for the Inmate Population in the amount of \$6,816,999.00, to Advanced Correctional Healthcare Inc of Peoria, Illinois under the terms and conditions of Request for Proposal No. 23-014.

### Contact Information

|                    |                                   |                        |                       |
|--------------------|-----------------------------------|------------------------|-----------------------|
| <b>Department:</b> | Corrections                       | <b>Submitted Date:</b> | 7/21/2023             |
| <b>Name:</b>       | Deloris M. Wells                  | <b>Email:</b>          | DWells@jacksongov.org |
| <b>Title:</b>      | Deputy Director of Administration | <b>Phone:</b>          | 816-881-4210          |

## Request for Legislative Action

| Budget Information                                      |                    |                                  |             |
|---------------------------------------------------------|--------------------|----------------------------------|-------------|
| Amount authorized by this legislation this fiscal year: |                    |                                  | \$3,408,500 |
| Amount previously authorized this fiscal year:          |                    |                                  | \$ 0        |
| Total amount authorized after this legislative action:  |                    |                                  | \$3,408,500 |
| Is it transferring fund?                                |                    |                                  | No          |
| Single Source Funding:                                  |                    |                                  |             |
| Fund:                                                   | Department:        | Line Item Account:               | Amount:     |
| 002 (Health Fund)                                       | 2701 (Corrections) | 56090 (Health & Social Services) | \$3,408,500 |

| Prior Legislation |                  |
|-------------------|------------------|
| Prior Ordinances  |                  |
| Ordinance:        | Ordinance date:  |
|                   |                  |
| Prior Resolution  |                  |
| Resolution:       | Resolution date: |
| 19132             | April 25, 2016   |
| 19895             | June 11, 2018    |

| 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                                             |      |

## Request for Legislative Action

### Fiscal Information

- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.

### History

Submitted by Corrections requestor: Deloris M. Wells on 7/21/2023. Comments:

Approved by Department Approver Deloris M. Wells on 7/21/2023 1:46:32 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 7/24/2023 10:22:10 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 7/24/2023 10:54:14 AM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 7/24/2023 11:51:53 AM.  
Comments: Please use whole dollars only on the budget tab.

Submitted by Requestor Deloris M. Wells on 7/24/2023 1:12:03 PM. Comments: Rounded to nearest whole number on budget tab.

Approved by Department Approver Deloris M. Wells on 7/24/2023 1:30:14 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 7/24/2023 2:24:13 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 7/24/2023 2:35:12 PM. Comments:

Approved by Budget Office Approver Mark Lang on 7/24/2023 3:45:00 PM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 7/24/2023 4:34:03 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 7/26/2023 10:49:56 AM. Comments:

### Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 270123003 000

Date: July 24, 2023

RES # 21351  
eRLA ID #: 1016

| <u>Org Code/Description</u>   | <u>Object Code/Description</u>            | <u>Not to Exceed</u>       |
|-------------------------------|-------------------------------------------|----------------------------|
| <b><u>002 Health Fund</u></b> |                                           |                            |
| <u>2701 Corrections</u>       | <u>56090 Health &amp; Social Services</u> | <u>\$ 3,408,500</u>        |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           |                            |
|                               |                                           | <u><u>\$ 3,408,500</u></u> |

**APPROVED**  
*By Mark Lang at 3:44 pm, Jul 24, 2023*

\_\_\_\_\_  
 Budget Office



# Jackson County Detention Center

Office of the Jackson County Sheriff  
Sheriff Darryl Forté

---



**TO:** Barbara Casamento, Purchasing Administrator  
**FROM:** Lucas Castilleja, Accreditation Manager-JCDC  
*Lucas Castilleja*  
**SUBJECT:** Recommendation Memo- 23-014 Medical/Dental for Inmates  
**DATE:** 7/14/2023

The Jackson County Sheriff's Office, Detention Center has reviewed the submissions and it is our recommendation that the contract for Medical/Dental Services be awarded to Advanced Correctional Healthcare (ACH).

Through our review of the proposals, it appears ACH possesses the qualifications and expertise to meet our expectations. ACH also has several Missouri jurisdictions as reference clients, including multiple in the metropolitan region. The pricing for the medical and dental services covered by this RFP appears to be lower with the Turn Key Health proposal, Turn Key Health proposed an annual fee totaling \$5,128,453.47 with a 3.35%-3.50% annual increase, however that submission includes a statement that "Turn Key is not submitting pricing for the Medi[c]al Health Care services only option due to potential conflicts of interest and liability concerns..." The stipulation that selecting this proposal would require an alteration to an existing contract that is not part of this RFP impacted the evaluation of the proposals in a way where the pricing advantages were not enough to overcome the other criteria.

The anticipated annual spend for this contract is \$6,816,999.00, with an increase each year equal to the consumer price index or 7%, whichever is higher.

Lucas Castilleja, Accreditation Manager  
Jackson County Detention Center  
1300 Cherry St, Kansas City, MO 64106



## 23-014 - Medical/Dental for Inmates ADVANCED CORRECTIONAL HEALTHCARE

### Scoring Summary

#### Evaluation Group 1 - Responsiveness

| Reviewer          | Total<br>/ 10 pts | A - Purchasing Evaluation<br>/ 10 pts | A-1 - Responsiveness<br>/ 10 pts |
|-------------------|-------------------|---------------------------------------|----------------------------------|
| Barbara Casamento | 5                 | 5                                     | 5                                |
|                   |                   | Average:                              | 5                                |
|                   |                   |                                       | ↓                                |
| Calculated:       | 5                 | 5                                     | 5                                |

#### Evaluation Group 2 - Main Proposal

| Reviewer           | Total<br>/ 50 pts | B - Department Evaluation<br>/ 50 pts | B-1 - Qualifications<br>/ 20 pts | B-2 - Experience and<br>Expertise<br>/ 20 pts | B-3 - References<br>/ 10 pts |
|--------------------|-------------------|---------------------------------------|----------------------------------|-----------------------------------------------|------------------------------|
| Deloris Wells      | 47                | 47                                    | 18                               | 19                                            | 10                           |
| Matthew Lewis      | 41                | 41                                    | 16                               | 15                                            | 10                           |
| Michael Cunningham | 50                | 50                                    | 20                               | 20                                            | 10                           |
| Lucas Castilleja   | 48                | 48                                    | 18                               | 20                                            | 10                           |
|                    |                   | Average:                              | 18                               | 18.5                                          | 10                           |
|                    |                   |                                       | ↓                                | ↓                                             | ↓                            |
| Calculated:        | 46.5              | 46.5                                  | 18                               | 18.5                                          | 10                           |

#### Evaluation Group 3 - Pricing



| Reviewer           | Total / 40 pts | C - Pricing / 40 pts | C-1 - Pricing / 40 pts |
|--------------------|----------------|----------------------|------------------------|
| Deloris Wells      | 26.5           | 26.5                 | 26.5                   |
| Matthew Lewis      | 29             | 29                   | 29                     |
| Michael Cunningham | 32             | 32                   | 32                     |
| Lucas Castilleja   | 32             | 32                   | 32                     |
|                    |                | <b>Average:</b>      | <b>29.88</b>           |
|                    |                |                      | ↓                      |
| <b>Calculated:</b> | <b>29.88</b>   | <b>29.88</b>         | <b>29.88</b>           |

## Scoring Comments

### A-1 - Responsiveness - Reviewer Scores

| Reviewer          | Score | Reason | Comments                     |
|-------------------|-------|--------|------------------------------|
| Barbara Casamento | 5     | Other  | Exceptions had to be removed |

### B-1 - Qualifications - Reviewer Scores

| Reviewer           | Score | Reason                             | Comments                                                                                                  |
|--------------------|-------|------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Deloris Wells      | 18    | Meets or exceeds my expectations   | Current provider, have first hand experience of the service level this company provides.                  |
| Matthew Lewis      | 16    | Well-supported claim(s)            | believe that your proposal has the potential to provide valuable solutions and meet our desired outcomes. |
| Michael Cunningham | 20    | Strongly fits desired attribute(s) | Has performed at a high level in the past and has outlined all additional requests.                       |





|                  |    |                                    |                                                                           |
|------------------|----|------------------------------------|---------------------------------------------------------------------------|
| Lucas Castilleja | 18 | Strongly fits desired attribute(s) | Respondent included very detailed description of met expected attributes. |
|------------------|----|------------------------------------|---------------------------------------------------------------------------|

### B-2 - Experience and Expertise - Reviewer Scores

| Reviewer           | Score | Reason                             | Comments                                                                                                  |
|--------------------|-------|------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Deloris Wells      | 19    | Meets or exceeds my expectations   | Numerous years of verifiable experience.                                                                  |
| Matthew Lewis      | 15    | Other                              | believe that your proposal has the potential to provide valuable solutions and meet our desired outcomes. |
| Michael Cunningham | 20    | Strongly fits desired attribute(s) | Has all the requested qualifications.                                                                     |
| Lucas Castilleja   | 20    | Meets or exceeds my expectations   | Agency appears to have significant experience and expertise to leverage to meet county needs.             |

### B-3 - References - Reviewer Scores

| Reviewer           | Score | Reason                             | Comments                                                                                                  |
|--------------------|-------|------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Deloris Wells      | 10    | Meets or exceeds my expectations   | Numerous large facility contracts in good standing.                                                       |
| Matthew Lewis      | 10    | Strongly fits desired attribute(s) | believe that your proposal has the potential to provide valuable solutions and meet our desired outcomes. |
| Michael Cunningham | 10    | Meets or exceeds my expectations   | Past performance has been exceptional.                                                                    |
| Lucas Castilleja   | 10    | Meets or exceeds my expectations   | Agency has sufficient references, including significant experience in Missouri.                           |

### C-1 - Pricing - Reviewer Scores

| Reviewer | Score | Reason | Comments |
|----------|-------|--------|----------|
|----------|-------|--------|----------|



|                    |      |                                  |                                                                                                   |
|--------------------|------|----------------------------------|---------------------------------------------------------------------------------------------------|
| Deloris Wells      | 26.5 | Partially meets my expectations  | Pricing apx 2 million higher than our current rate with the addition of MAT Services.             |
| Matthew Lewis      | 29   | Well-supported claim(s)          | s                                                                                                 |
| Michael Cunningham | 32   | High level of detail in response | They have a good working knowledge of the expense of conducting business in the JCDC environment. |
| Lucas Castilleja   | 32   | Well-supported claim(s)          | Pricing reflects increasing costs.                                                                |



## 23-014 - Medical/Dental for Inmates Turn Key Health Clinics

### Scoring Summary

#### Evaluation Group 1 - Responsiveness

| Reviewer          | Total<br>/ 10 pts | A - Purchasing Evaluation<br>/ 10 pts | A-1 - Responsiveness<br>/ 10 pts |
|-------------------|-------------------|---------------------------------------|----------------------------------|
| Barbara Casamento | 10                | 10                                    | 10                               |
|                   |                   | Average:                              | 10                               |
|                   |                   |                                       | ↓                                |
| Calculated:       | 10                | 10                                    | 10                               |

#### Evaluation Group 2 - Main Proposal

| Reviewer           | Total<br>/ 50 pts | B - Department Evaluation<br>/ 50 pts | B-1 - Qualifications<br>/ 20 pts | B-2 - Experience and<br>Expertise<br>/ 20 pts | B-3 - References<br>/ 10 pts |
|--------------------|-------------------|---------------------------------------|----------------------------------|-----------------------------------------------|------------------------------|
| Deloris Wells      | 38                | 38                                    | 15                               | 15                                            | 8                            |
| Matthew Lewis      | 32                | 32                                    | 12                               | 13                                            | 7                            |
| Michael Cunningham | 38                | 38                                    | 15                               | 15                                            | 8                            |
| Lucas Castilleja   | 39                | 39                                    | 15                               | 17                                            | 7                            |
|                    |                   | Average:                              | 14.25                            | 15                                            | 7.5                          |
|                    |                   |                                       | ↓                                | ↓                                             | ↓                            |
| Calculated:        | 36.75             | 36.75                                 | 14.25                            | 15                                            | 7.5                          |

#### Evaluation Group 3 - Pricing



| Reviewer           | Total / 40 pts | C - Pricing / 40 pts | C-1 - Pricing / 40 pts |
|--------------------|----------------|----------------------|------------------------|
| Deloris Wells      | 35             | 35                   | 35                     |
| Matthew Lewis      | 20             | 20                   | 20                     |
| Michael Cunningham | 25             | 25                   | 25                     |
| Lucas Castilleja   | 36             | 36                   | 36                     |
|                    |                | <b>Average:</b>      | <b>29</b>              |
|                    |                |                      | ↓                      |
| <b>Calculated:</b> | <b>29</b>      | <b>29</b>            | <b>29</b>              |

## Scoring Comments

### A-1 - Responsiveness - Reviewer Scores

| Reviewer          | Score | Reason                           | Comments          |
|-------------------|-------|----------------------------------|-------------------|
| Barbara Casamento | 10    | Meets or exceeds my expectations | Complete proposal |

### B-1 - Qualifications - Reviewer Scores

| Reviewer      | Score | Reason                           | Comments                                           |
|---------------|-------|----------------------------------|----------------------------------------------------|
| Deloris Wells | 15    | Meets or exceeds my expectations | Operating in numerous facilities across 10 states. |



|                    |    |                                    |                                                                                                                                                                                                                                                                             |
|--------------------|----|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Matthew Lewis      | 12 | Other                              | The proposal aligns well with our organization's objectives and showcases your expertise and capabilities in delivering the requested services. However the RFP was not to include mental health which was included in your response.                                       |
| Michael Cunningham | 15 | Well-supported claim(s)            | Has a track record of required qualifications. Has a larger in custody death rate per 1000 than other applicants.                                                                                                                                                           |
| Lucas Castilleja   | 15 | Strongly fits desired attribute(s) | Respondent included explanation that seemed to meet the expected attributes. Demonstrated resumes were strong. References demonstrated ability of agency to operate JCDC program. Stated inability to mitigate conflict of interest issue with JCDC Mental Health provider. |

## B-2 - Experience and Expertise - Reviewer Scores

| Reviewer           | Score | Reason                           | Comments                                                                                                                                                                                                                              |
|--------------------|-------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deloris Wells      | 15    | Meets or exceeds my expectations | Been in business since 2009 has strong team of leaders.                                                                                                                                                                               |
| Matthew Lewis      | 13    | Other                            | The proposal aligns well with our organization's objectives and showcases your expertise and capabilities in delivering the requested services. However the RFP was not to include mental health which was included in your response. |
| Michael Cunningham | 15    | Well-supported claim(s)          | Has well supported experience in other states. Does not have local experience.                                                                                                                                                        |



|                  |    |                                  |                                                                                                                                          |
|------------------|----|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Lucas Castilleja | 17 | Meets or exceeds my expectations | Agency seems to have significant experience and expertise to leverage to meet county needs. Limited demonstrated experience in Missouri. |
|------------------|----|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|

### B-3 - References - Reviewer Scores

| Reviewer           | Score | Reason                           | Comments                                                                                                                                                                                                                              |
|--------------------|-------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deloris Wells      | 8     | Meets or exceeds my expectations | Vendor has strong list of references.                                                                                                                                                                                                 |
| Matthew Lewis      | 7     | Other                            | The proposal aligns well with our organization's objectives and showcases your expertise and capabilities in delivering the requested services. However the RFP was not to include mental health which was included in your response. |
| Michael Cunningham | 8     | Well-supported claim(s)          | References given supported the company.                                                                                                                                                                                               |
| Lucas Castilleja   | 7     | Meets or exceeds my expectations | Agency provided sufficient references, with limited experience in the Kansas City area.                                                                                                                                               |

### C-1 - Pricing - Reviewer Scores

| Reviewer      | Score | Reason                           | Comments                                                                                                                                                        |
|---------------|-------|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deloris Wells | 35    | Meets or exceeds my expectations | Vendor is less expensive than competition but they have stated that they will only take both the medical and dental which are currently two separate contracts. |



|                    |    |                                  |                                                                                                                                                                                                                                       |
|--------------------|----|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Matthew Lewis      | 20 | Other                            | The proposal aligns well with our organization's objectives and showcases your expertise and capabilities in delivering the requested services. However the RFP was not to include mental health which was included in your response. |
| Michael Cunningham | 25 | Partially supported claim(s)     | Included a requirement to add a contract after selection. The Mental Health Contract is not part of this project.                                                                                                                     |
| Lucas Castilleja   | 36 | Meets or exceeds my expectations | Pricing seems to be advantageous to the County. Pricing reflected require changes to previously awarded Mental Health contract.                                                                                                       |



A Higher Standard. Delivered.



**COMPREHENSIVE MEDICAL, DENTAL,  
MEDICATION ASSISTED TREATMENT AND  
PHARMACEUTICAL SERVICES FOR THE INMATE  
POPULATION AT THE JACKSON COUNTY,  
MISSOURI DETENTION CENTER**

**Due: May 16, 2023**

**Issued by:  
Jackson County Sheriff's Office Detention Center  
1300 Cherry Street  
Kansas City, MO 64106**



**Advanced Correctional Healthcare, Inc.**

FEDERAL TAX ID # 36-4495255

720 Cool Springs Blvd Suite 100, Franklin, TN 37067

(P) 309.692.8100 | (F) 309.214.9977

[contracts@advancedch.com](mailto:contracts@advancedch.com)

**Jessica Young**

President and CEO



(309) 550-8166



[Jessica.Young@advancedch.com](mailto:Jessica.Young@advancedch.com)

**Matt Shults**

Director, Business Development



(573) 578-1978



[Matt.Shults@advancedch.com](mailto:Matt.Shults@advancedch.com)



COST PROPOSAL..... 3

    QUARTERLY ADJUSTMENTS..... 3

    AVERAGE DAILY POPULATION (ADP) ..... 4

    PER DIEM ..... 4

    ARREARS..... 4

    ANNUAL ESCALATORS ..... 4

    LICENSURE..... 4

    COST FORM JACKSON COUNTY DETENTION CENTER (ADP 930) ..... 5

    PROGRAM COST BREAKDOWN..... 6

OPTIONAL PRICING..... 7

## COST PROPOSAL

Pricing will be per diem costs as they relate to the inmate population. Population numbers are based on the midnight count.

Provide pricing for (1) Medical Health Care and Mental Health Care; and (2) Medical Health Care only. The County reserves the right to choose which option it will accept.

ACH has provided the cost of providing on-site health care at the JCDC. Freedom Behavioral Health (FBH), a company owned exclusively by ACH, currently provides mental health at the JCDC. FBH was recently awarded the contract to provide mental health at the JCDC, therefore we did not include a price for mental health care. ACH enable counties to save on the cost of providing health care services to incarcerated people because of our overall systems of care, economies of scale, and the ability to provide coverage (and after-hours call coverage) that would be difficult for any individual county to provide on its own – the need to hire nursing and practitioner personnel, invest in medical supplies, arrange call coverage, etc.

**“We went with the previous vendor due to price, but now that ACH is in the site, we realized what good service/care really is.”**  
**Michigan Client, 2022**

ACH empowers our health care team to send patients to the hospital, without having to obtain approval from any Medical Director or corporate officer. Our practitioners do not make off-site referral decisions for economic reasons, but on a patient-specific basis depending on each patient’s perceived current medical need. A healthier patient is likely to utilize or need fewer medical resources over time, so a decision not to refer a patient who may need off-site care would probably not be a good “fiscal” decision in most cases. We will not deny care to a patient to “reduce cost.” Each situation is addressed on a case-by-case basis.

ACH does not and will not put nurses on call. The County agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the employee is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if unable to do so, ACH and the County or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular employee).

## QUARTERLY ADJUSTMENTS

Account reconciliation will be completed for variances in the Average Daily Populations (ADP) and other expenses, such as equipment or services purchased by ACH (with prior approval of the facility) on behalf of the County. As previously discussed in our response, in 2020 ACH clients were refunded nearly \$1 million as a collective group since ADPs across the board dropped due to COVID. This makes us stand out against our competitors. We do this because it is the right thing to do for our clients.

When the ADP exceeds *or falls below* the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of inmates above or below the contracted ADP for that quarter multiplied by a per diem rate.

#### AVERAGE DAILY POPULATION (ADP)

ADP for a given quarter will be determined from the facility census records. As specifically stated in the Request for Proposal, ACH has provided budgets and staffing for an ADP of 930. Inmates who are not presently incarcerated in the facility should not be counted in the ADP reported to ACH by the County. The ADPs reported to ACH should only include those inmates presently incarcerated in the facility.

#### PER DIEM

Per diem rate(s) are intended to cover additional costs in those instances where minor, short-term changes in the inmate population result in the higher or lower utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove reasonable if the inmate population grows or declines significantly and is sustained. ACH will request the monthly count for these separate populations on a quarterly basis.

When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of county inmates above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.53 per inmate per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows:  $10 \times \$0.53 \times 91$ ). In addition to the normal per diem, DetainEMR charges a per diem rate of \$0.10 per inmate per day if the County goes above the listed ADP in our response.

#### ARREARS

Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the County. Payment of the adjusted amount will be due upon receipt of said invoice.

#### ANNUAL ESCALATORS

ACH uses the CPI for medical care to calculate the escalators for our contracts. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the rolling 12-month Consumer Price Index (CPI) for Medical Care or 7%, whichever is higher.

#### LICENSURE

It is the County's responsibility to hold the necessary certifications, licensures and permits (including but not limited to, and as appropriate: CLIA waiver, DEA registration for the physical location, hazardous waste disposal permits, medical clinic license, other lab licenses, pharmacy license, state-controlled substance registration, etc.).

**COST FORM JACKSON COUNTY DETENTION CENTER (ADP 930)**

| Cost Center                        | Number of Staff | Hours of Coverage                                                                          | Proposed Total Annual Cost |
|------------------------------------|-----------------|--------------------------------------------------------------------------------------------|----------------------------|
| <b>Staff Costs</b>                 |                 |                                                                                            |                            |
| Practitioner                       | 1               | Estimated 12 Hours a Week. Schedule determined by mutual agreement between ACH and County. | Inclusive in Total Price   |
| <b>Medical Staff</b>               |                 |                                                                                            |                            |
| HSA                                | 1               | 40 Hours/Week                                                                              | Inclusive in Total Price   |
| DON                                | 1               | 40 Hours/Week                                                                              | Inclusive in Total Price   |
| RN – MAT Nurse                     | 1               | 40 Hours/Week                                                                              | Inclusive in Total Price   |
| Nursing / Full Time                | 26              | 936 Hours/Week                                                                             | Inclusive in Total Price   |
| Nursing / Part Time                | 4               | 84 Hours/Week                                                                              | Inclusive in Total Price   |
| Medical Records Clerk              | 2               | 80 Hours/Week                                                                              | Inclusive in Total Price   |
|                                    |                 |                                                                                            |                            |
|                                    |                 |                                                                                            |                            |
| <b>Other Miscellaneous Costs</b>   |                 |                                                                                            |                            |
| Admin Costs                        | n/a             | n/a                                                                                        | Inclusive in total price   |
| Mental Health First Aid            | n/a             | n/a                                                                                        | Inclusive in total price   |
| CIERR                              | n/a             | n/a                                                                                        | Inclusive in total price   |
| AristaMD                           | n/a             | n/a                                                                                        | Inclusive in total price   |
|                                    |                 |                                                                                            |                            |
| <b>Total Proposed Annual Costs</b> |                 |                                                                                            | <b>\$6,816,999.00</b>      |

**PROGRAM COST BREAKDOWN**

Health Care Cost for Jackson County Detention Center – 930 ADP

|                                                                                                                                                                                                                                           |                |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------|
| <b>Staffing</b>                                                                                                                                                                                                                           | \$6,170,260.99 | 90.51% |
| Administrative Services (medical malpractice insurance, civil rights insurance, legal fees, advertising/recruiting, travel expenses, Mental Health First Aid certification, CPR training, LMS Training, AristaMD, licensure, CIERR, etc.) | \$646,738.01   | 9.49%  |
| <b>Total</b>                                                                                                                                                                                                                              | \$6,816,999.00 | 100%   |
| <b>Monthly</b>                                                                                                                                                                                                                            | \$568,083.25   |        |

Value-Added Options

|                                                                                    |                                 |
|------------------------------------------------------------------------------------|---------------------------------|
| <b>DetainEMR at Jackson County Detention Center:</b><br>Includes 55 user accounts. | <b>Inclusive in Total Price</b> |
|------------------------------------------------------------------------------------|---------------------------------|

\*\*Add \$150 per hour for report/form customization/ancillary hourly services

### OPTIONAL PRICING

Provide optional pricing and information for: (3) deploying EMR (Electronic Medical Records) and (4) deploying Tele-Medicine and/or Video Conferencing for external consultations.

Preferential consideration will be given to the Respondent that can provide EMR and Tele-Medicine and/or Video Conferencing.

(3) Provide optional pricing and information for deploying EMR (Electronic Medical Records):

ACH’s price to continue DetainEMR currently at the JCDC is listed below.

|                                                                                           |                                 |
|-------------------------------------------------------------------------------------------|---------------------------------|
| <b>DetainEMR at Jackson County Detention Center:</b><br><b>Includes 55 user accounts.</b> | <b>Inclusive in Total Price</b> |
|-------------------------------------------------------------------------------------------|---------------------------------|

\*\*Add \$150 per hour for report/form customization/ancillary hourly services

(4) Provide optional pricing and information for deploying Tele-Medicine and/or Video Conferencing for external consultations.

ACH partners with a network of 250 specialists across 70 specialty fields to provide consultation to our site practitioners via a web-based application to increase access to specialty-level care. *This consultative service has historically led to a reduction in off-site transport.* This service helps reduce (but not entirely eliminate) the security concern of the Sheriff and the Administration of off-site transports. This service provides ACH with same day consultations, which in turn improves quality of care and eliminates unnecessary off-site visits, reducing costs.



This service is already included in the total price of the yearly contract.

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

**A RESOLUTION** honoring Jessica McCallop-McClellan, for her commitment to community service and advocacy for underserved communities in Jackson County, MO and around the world.

**RESOLUTION NO. 21352**, July 31, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the County Legislature of Jackson County, Missouri wishes to honor individuals who have demonstrated extraordinary dedication, compassion, and initiative in serving their communities; and,

WHEREAS, Jessica McCallop-McClellan, founder of Giving Hope & Help Inc., has tirelessly advocated to end domestic violence, providing crucial support to domestic violence shelters in Kansas, Missouri, and Texas, as well as aiding natural disaster survivors and distributing period products globally; and,

WHEREAS, Giving Hope & Help Inc. plays a vital role in collecting and distributing period products, which are often the least donated items to shelters, along with packaged children's and women's underwear throughout the year, effectively raising awareness about domestic violence and period poverty while supporting domestic violence shelters, places of refuge, homeless shelters, natural disaster relief efforts, women and girls' organizations, schools, and correctional facilities; and,

WHEREAS, over the past decade, Giving Hope & Help Inc. has made a significant impact, with more than 50,000 women and girls locally and across the globe benefiting from their distribution of period products; and,

WHEREAS, the reach of Giving Hope & Help Inc. extends beyond borders, as they have successfully sent period products to Africa, Cambodia, Haiti, Mexico, and the Bahamas, making a difference in the lives of thousands of recipients in those regions; and,

WHEREAS, the dedication of Giving Hope & Help Inc. goes beyond menstrual equity, as they have awarded over 100 college scholarships since 2015 through their Education is Your Passport Scholarship Program, specifically benefiting high school seniors in underserved areas and non-traditional students preparing to embark on their college journeys; and,

WHEREAS, Giving Hope & Help Inc. has inspired and provided support to more than 600 cancer patients through their Love Bags 4 Cancer initiative, which was born out of the personal experience of Jessica McCallop-McClellan's late niece who bravely battled Hodgkin's Lymphoma; and,

WHEREAS, Jessica McCallop-McClellan's academic achievements and commitment to education are commendable, as she became a first-generation college graduate of an HBCU, earning a Bachelor of Science in Business Marketing from Southern University



and A&M College, as well as a Masters of Science in Business Management from Baker University; and,

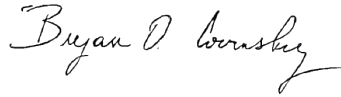
WHEREAS, Jessica McCallop-McClellan continues her family's legacy of fighting for freedom, equality, and access to education, exemplified by her great-grandfather, R.L. McCallop, who, during the era of Jim Crow segregation, founded the first school bus service in Johnson County, KS, known as the R.L. McCallop Bus Service, transporting African American children to school during the week and providing transportation for private school students and church groups on weekends with a fleet of more than ten buses; now therefore,

BE IT RESOLVED, by the County Legislature of Jackson County, Missouri, that the Legislature extends its deepest gratitude and admiration to Jessica McCallop-McClellan, founder of Giving Hope & Help Inc., for her exceptional leadership, tireless advocacy, and selfless dedication to the well-being of others; and,

BE IT FURTHER RESOLVED, that the Legislature recognizes the significant impact of Giving Hope & Help Inc., which has provided vital support to domestic violence shelters, raised awareness about period poverty, empowered women and girls, and inspired cancer patients, ultimately making a profound difference in the lives of countless individuals.

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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached Resolution No. 21352 of July 31, 2023, was duly passed on \_\_\_\_\_, 2023 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 Jaida Terrell on completion of the Macedonia Baptist Church's two-year Youth Leadership Program.

**RESOLUTION NO. 21353**, July 31, 2023

**INTRODUCED BY** Donna Peyton, County Legislator

WHEREAS, the Jackson County, Missouri Legislature recognizes and celebrates Jaida Terrell for her outstanding achievements in successfully completing the Macedonia Baptist Church two-year Youth Leadership Program; and,

WHEREAS, Jaida Terrell, a sixteen-year-old resident of Kansas City, MO, has exhibited remarkable dedication and commitment to her personal growth and community development; and,

WHEREAS, Jaida's is a distinguished Junior at Ruskin High School in the Hickman Mills School district; and,

WHEREAS, Jaida's passion for the art of dance is evident through her experiences with the prestigious Alvin Ailey School of Dance, which has showcased her talent and commitment to the performing arts; and,

WHEREAS, Jaida's devotion to honing her skills extends to her internship with Ice Dance Studio, further demonstrating her dedication to the world of dance; and,

WHEREAS, Jaida has showcased her intellectual prowess by actively participating in both the debate team and production team for theater, highlighting her ability to engage in critical thinking and artistic expression; and,

WHEREAS, Jaida's selfless and compassionate nature is demonstrated through her volunteer work within her church, where she devotes her free time to the teen ministry, children's ministry, and multimedia, positively impacting the lives of those around her; and,

WHEREAS, Jaida's aspirations to become an obstetrician and gynecologist exemplify her strong commitment to improving the lives and well-being of others, and her plans to pursue her education at an historically Black college or university (HBCU) displays her determination to achieve academic excellence; and,

WHEREAS, Jaida's genuine love for people and her unwavering willingness to assist whenever needed exemplify the true spirit of community and selflessness, now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature hereby commends Jaida Terrell for her exceptional achievements, dedication to education, and her contributions to the community.

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

APPROVED AS TO FORM:

*Bryan D. Worsley*  
\_\_\_\_\_

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21353 of July 31, 2023, was duly passed on \_\_\_\_\_, 2023 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 Marlon Andrews II on completion of the Macedonia Baptist Church's two-year Youth Leadership Program.

**RESOLUTION NO. 21354**, July 31, 2023

**INTRODUCED BY** Donna Peyton, County Legislator

WHEREAS, the Jackson County, Missouri Legislature recognizes and celebrates Marlon Andrews II for his outstanding achievements in successfully completing the Macedonia Baptist Church two-year Youth Leadership Program; and,

WHEREAS, Marlon, a seventeen-year-old resident of Kansas City, MO, is the oldest of four siblings and the cherished first grandchild of three grandparents; and,

WHEREAS, Marlon's educational journey began at Holiday Montessori for pre-school, and he continued to excel academically at University Academy for elementary and middle school, where he served as a student ambassador; and,

WHEREAS, Marlon is currently a proud Golden Eagle at Ruskin High School, where he has displayed extraordinary musical talent as a percussionist in the band, earning recognition as the lead percussionist; and,

WHEREAS, during the 2023-24 school year, Marlon's passion for automotive and technology led him to be accepted into the prestigious Automotive and Technology Program at Herndon Center; and,

WHEREAS, on June 3, 2022, Marlon commenced his Summer Youth Employment with Macedonia, a testament to his commitment to community engagement and service; and,

WHEREAS, on July 3, 2022, Marlon experienced the profound moment of baptism alongside his youngest sibling, further strengthening his faith and devotion to God; and,

WHEREAS, Marlon has proven himself to be a remarkable and inspirational speaker, displaying wisdom beyond his years, making his peers listen attentively to words that resonate with divine truth; and,

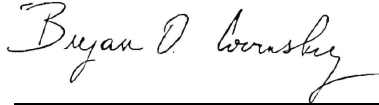
WHEREAS, football holds a special place in Marlon's heart, and he aspires to work in the National Football League, exemplifying his determination and passion for the game; and,

WHEREAS, Marlon's athletic prowess has been recognized with the 1 BSSA championship, and he has earned titles such as Best Offensive Player and Most Valuable Player for running back and cornerback, signifying his exceptional talent and sportsmanship; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature commends Marlon for his outstanding achievements, his unwavering dedication to education, his commitment to community and spiritual growth, and his aspirations to create a better future for himself and those around him.

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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21354 of July 31, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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



## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** congratulating Hope House domestic violence shelter on the occasion of its "Believe 2023" annual fundraising gala to be held August 5, 2023, at Loews Kansas City Hotel.

**RESOLUTION NO. 21355**, July 31, 2023

**INTRODUCED BY** Donna Peyton, DaRon McGee, Megan L. Marshall, Jalen Anderson, Manual Abarca IV, Venessa Huskey, Charlie Franklin, Jeanie Lauer, and Sean E. Smith, County Legislators

WHEREAS, the County takes great pride in recognizing and supporting organizations dedicated to serving the community and making a positive impact on the lives of its citizens; and,

WHEREAS, Hope House domestic violence shelter has demonstrated forty years of unwavering commitment to breaking the cycle of domestic violence within the County, providing a safe refuge, and offering crucial supportive services to those affected by domestic abuse; and,

WHEREAS, Hope House's annual gala, aptly named "Believe," serves as a testament to its dedication and perseverance in carrying out its mission to empower and educate individuals impacted by domestic violence; and,

WHEREAS, the "Believe 2023" annual gala marks another milestone in the organization's journey, celebrating forty years of service in our community, reaffirming their pledge to advocate for social change to uphold the fundamental right of every person to live a life free from abuse; and,

WHEREAS, Hope House has become a beacon of hope for countless individuals and families, providing them with the necessary resources and support to rebuild their lives and embrace a brighter future; and,

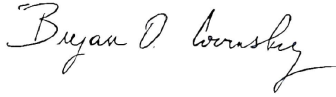
WHEREAS, the efforts of Hope House resonate deeply within our community, promoting awareness, empathy, and understanding, fostering an environment where survivors of domestic violence can heal and thrive; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature hereby extends its sincerest congratulations and best wishes to Hope House domestic violence shelter on the occasion of their "Believe 2023" annual gala on August 5, 2023; and,

BE IT FURTHER RESOLVED that we commend the staff, volunteers, donors, and supporters of Hope House for their forty years of selfless dedication, compassion, and tireless efforts in creating a safer and more nurturing community for all.

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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21355 of July 31, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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