

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT

JACKSON COUNTY, MISSOURI

BROADBAND AND DIGITAL EQUITY ACTION PLAN – PHASE 1

THIS CONTRACT is entered into by and between **JACKSON COUNTY, MISSOURI**, a constitutional charter county and political subdivision of the State of Missouri ("County"), and **KC DIGITAL DRIVE INC**, a Missouri nonprofit corporation ("Contractor"). County and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Compensation.

- A. The total amount the County will pay Contractor under this Contract will not exceed \$100,000.00 (One Hundred Thousand Dollars).
- B. Contractor will invoice the County monthly based on progress toward the deliverables described in Sec. 2 and Exhibit A. Invoices shall be submitted to the County Administrator's Office or designated project manager using a format acceptable to the County.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants, and conditions of this Contract. If damages are sustained by the County as a result of breach or default by Contractor, the County may withhold payment(s) to Contractor for the purpose of set-off until such time as the exact amount of damages due the County from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. The County is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.
- F. Compensation under this Contract is limited to the Phase 1 scope of work described in Exhibit A. Any work associated with Phase 2 of the Broadband and Digital Equity Action Plan (development of policy recommendations and the final five-year plan) shall require a separate written amendment to this Contract authorizing additional scope, schedule, and compensation, subject to County review of Phase 1 findings and future funding authorization.
- G. The obligations of the County are contingent upon appropriation and lawful availability of funds.

FILED

JUN 11 2026

Sec. 2. Responsibilities of Contractor.

Contractor shall develop and deliver Phase 1 of a countywide Broadband and Digital Equity Action Plan for Jackson County. The Phase 1 work will provide the research, stakeholder engagement, and technical analysis needed to inform broadband investment decisions and development of the Action Plan. Contractor's responsibilities shall include the following tasks, described in further detail in Exhibit A:

- A. Project Management and Stakeholder Engagement – Coordinate project management and stakeholder engagement, including a kickoff meeting with County staff, regular project meetings, coordination with County departments, engagement of municipalities, internet service providers, community organizations, and anchor institutions, and facilitation of four (4) public listening sessions in eastern and central Jackson County.
- B. Broadband Infrastructure Mapping and Technical Assessment – Map served, underserved, and unserved broadband serviceable locations across Jackson County using Missouri Office of Broadband Development data; review local government fiber assets and other infrastructure resources; identify potential infrastructure expansion areas and shovel-ready opportunities; and review available datasets to assess broadband performance, including speed, reliability, and network coverage.
- C. Digital Equity and Community Needs Analysis – Assess barriers to broadband adoption and digital participation by reviewing data related to broadband affordability and cost burden, participation in broadband affordability programs, internet adoption, device access, and demographic indicators using KC Digital Drive's Demographics Explorer; map organizations providing low-cost devices, digital skills training, and digital navigation services; and identify gaps in digital inclusion services and resources across the County.
- D. Market Analysis and ISP Engagement – Map internet service provider service areas across the County; identify areas with limited broadband options or lack of provider competition; conduct interviews with providers to understand expansion plans and barriers to deployment; and identify areas where infrastructure expansion may require public-private partnerships or subsidy support.
- E. Funding Strategy and Financial Modeling – Review the Missouri Digital Opportunity Plan and other relevant state programs; identify federal, state, and regional funding opportunities that may support broadband infrastructure and digital inclusion initiatives; develop preliminary cost estimates for potential investments; and identify potential partnership and cost-sharing opportunities.
- F. Preliminary Broadband and Digital Equity Investment Pipeline – Prepare a Preliminary Broadband and Digital Equity Investment Pipeline identifying potential infrastructure expansion areas, digital equity program opportunities, preliminary cost ranges for potential projects, and potential funding sources and partnership opportunities, which will inform the future Phase 2 Action Plan.
- G. Phase 1 deliverables are expected to be completed by December 31, 2026. Any anticipated delay to this deliverable date should be communicated to County in writing.

Sec. 3. Notices.

All notices required by this Contract shall be in writing to the following:

Jackson County, Missouri

Contact: [Name, Title]

Department: County Administrator's Office

Address: 415 E. 12th Street

Kansas City, MO 64106

Phone: [(____) ____ - ____]

E-mail address: [_____]@jacksongov.org]

KC Digital Drive

Contact: Kari Keefe, Director of Operations

Address: 710 Central Avenue

Kansas City, MO 64105

Phone: (816) 588-3531

E-mail address: kkeefe@kcdigitaldrive.org

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three business days after the date of mailing, whichever is earlier.

Sec. 4. Ownership of Work Product.

All reports, maps, analyses, presentations, memoranda, datasets, graphics, and other work product developed specifically for the County under this Contract shall become the property of Jackson County upon payment. This section excludes pre-existing proprietary software and KC Digital Drive internal platforms.

Contractor shall provide the County with all non-proprietary underlying project data, GIS files, spreadsheets, mapping layers, and analytical materials generated under this contract in commonly accessible electronic formats.

Sec. 5. Conflict Between Contract Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Jackson County Broadband and Digital Equity Action Plan, dated March 2026, Part I shall be controlling. In the event of any conflict between the body of this Contract and Exhibit A, the body of this Contract shall control.

Sec. 6. Term of Contract and Termination.

This Contract shall begin on the date of execution by both parties and shall terminate on December 31, 2026, unless terminated earlier in accordance with the provisions of this Contract. The scope of this Contract is limited to Phase 1 of the Broadband and Digital Equity Action Plan. Any extension of the term, or addition of Phase 2 scope and compensation, shall require a written amendment executed by both parties.

County may terminate this contract for convenience upon ten (10) days written notice.

Sec. 7. Responsibilities of County.

The County shall partner with Contractor to support successful completion of the Phase 1 scope, including the following:

- A. Designate a primary County point of contact to coordinate with Contractor and to confirm project priorities, timeline, and stakeholders.
- B. Participate in the project kickoff meeting and ongoing project meetings at a regular cadence.
- C. Facilitate introductions to and coordination with relevant County departments, municipalities, anchor institutions, and other stakeholders within Jackson County.
- D. Provide Contractor with reasonable access to existing County plans, datasets, fiber asset inventories, GIS resources, and other materials relevant to broadband and digital equity planning.
- E. Review draft deliverables and provide timely feedback to support completion of Phase 1 by December 31, 2026.
- F. Provide meeting space and logistical support, as available, for public listening sessions and stakeholder convenings.

Sec. 8. Records, Reporting, and Audit.

Contractor shall maintain records of all work performed and expenses incurred under this Contract for a period of not less than five (5) years following the expiration or termination of this Contract. Such records shall be available for inspection and audit by the County, or its designated representative, upon reasonable notice during normal business hours. Contractor shall provide periodic progress reports as reasonably requested by the County Administrator's Office.

Contractor acknowledges that records related to this Contract may constitute public records under Missouri law and agrees to cooperate with the County in responding to lawful records requests.

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. Incorporation of Federal/State Laws and Regulations.

Contractor shall administer and use the funds provided hereunder in conformance with all applicable federal, state, and local laws, regulations, ordinances, and the Jackson County Charter and Code, including but not limited to those laws and regulations which may be set forth in this Contract or in Exhibit A. The federal, state, and local laws and regulations applicable to the use of funds provided under this Contract are incorporated and made a part of this Contract by reference. Contractor agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Contract shall include all subsequent amendments.

Sec. 2. Independent Contractor.

Contractor is an independent contractor and is not an employee, partner, joint venturer, or agent of the County. Contractor shall have no authority to bind the County or incur any obligation on behalf of the County except as expressly provided in this Contract.

Contractor shall be solely responsible for payment of all compensation to its employees and subcontractors, including applicable wages, benefits, taxes, withholdings, workers' compensation coverage, unemployment insurance, and any other employment-related obligations.

No employee or agent of Contractor shall be deemed to be an employee of the County for any purpose.

Sec. 3. Compliance with Laws.

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, executive orders, and rules in the performance of this Contract, including

but not limited to laws relating to labor, employment, safety, accessibility, public accommodations, data privacy, and nondiscrimination.

Contractor shall obtain and maintain all licenses, permits, certifications, and approvals necessary to perform the services required under this Contract.

Sec. 4. Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Jackson County, Missouri, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligent acts, omissions, misconduct, or breach of this Contract by

Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor in the performance of this Contract.

Contractor's obligations under this section shall not extend to claims arising solely from the negligent acts or omissions of the County.

Nothing in this Contract shall constitute a waiver of the County's sovereign immunity or governmental immunities under Missouri law.

Sec. 5. Governing Law and Venue.

This Contract shall be governed by and construed in accordance with the laws of the State of Missouri without regard to conflict of law principles.

Any legal action relating to this Contract shall be brought exclusively in a court of competent jurisdiction located in Jackson County, Missouri.

Sec. 6. Severability.

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Sec. 23. Cybersecurity and Data Security.

A. Contractor shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect County data and information from unauthorized access, destruction, use, modification, or disclosure.

B. Contractor shall comply with all applicable laws relating to data privacy and data security in connection with the performance of this Contract.

C. Contractor shall promptly notify the County upon discovery of any actual or suspected unauthorized access to, disclosure of, or breach involving County data or

information in Contractor's possession or control. Contractor shall cooperate fully with the County in investigating, mitigating, and responding to any such incident.

D. Contractor shall ensure that any subcontractors or agents with access to County data are bound by confidentiality and data protection obligations substantially similar to those contained herein.

E. Upon expiration or termination of this Contract, Contractor shall, upon request of the County, return or securely destroy County data in Contractor's possession, except to the extent retention is required by law.

Each party is signing this Contract on the date stated opposite the party's signature.

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor.

Date: June 1, 2026
By: [Signature]
Name: Kari Keefe
Title: Director of Operations
Kansas City Digital Drive

JACKSON COUNTY, MISSOURI

Date: 6/11/2026
By: Cheryl L. Colter
Name: Cheryl L. Colter
Title: Interim Dir. of Finance

Approved as to form:
[Signature]
County Counselor/ Assistant County Counselor
Date: 6/9/24

Attest:
[Signature]
Clerk of the County Legislature

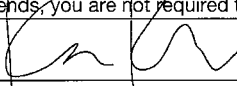
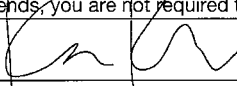
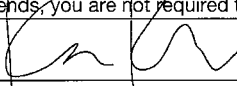
**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) KC Digital Drive	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 710 Central St 6 City, state, and ZIP code Kansas City, MO 64105 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>4</td><td>6</td><td>-</td><td>4</td><td>5</td><td>0</td><td>2</td><td>6</td><td>7 5</td></tr></table>	Social security number												-			-			or									Employer identification number									4	6	-	4	5	0	2	6	7 5
Social security number																																														
			-			-																																								
or																																														
Employer identification number																																														
4	6	-	4	5	0	2	6	7 5																																						

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.				
Sign Here	<table><tr><td>Signature of U.S. person</td><td></td><td>Date 4/16/2026</td></tr></table>	Signature of U.S. person		Date 4/16/2026
Signature of U.S. person		Date 4/16/2026		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

R. 22248

REVENUE CERTIFICATE

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 of \$100,000.00 which is herein authorized.

6/11/2026
Date

Cheryl L. Colter
Director of Finance and Purchasing
Account No. 031-5032-56070