



Jackson County Health Department

April 27- May 4, 2022

COVID-19

Data

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

JACOHD

- Total Cases – 68,457
- Total Deaths – 790

Totals by Week:

- Cases – 245
- Deaths – 1

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

Current Outbreaks

Ignite Medical Resort St. Mary's – 111

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

JACOHD/Jackson County Vaccine Data

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

JACOHD

- Total doses administered – 88,435

Jackson County

- 70.5% of Jackson County residents have initiated vaccination; 57.4% have completed vaccination
 - Jackson County Population: 703,011
- 495,493 people have received at least one dose; 403,228 people are fully vaccinated

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

JACOHD/TMC Sponsored Testing

| | |
|-------------------------|--|
| Thursday, May 5, 2022 | 9 a.m. – 3 p.m. – 313 S Liberty St, Independence |
| Friday, May 6, 2022 | 9 a.m. – 3 p.m. – 313 S Liberty St, Independence |
| Monday, May 9, 2022 | 9 a.m. – 3 p.m. – 313 S Liberty St, Independence |
| Tuesday, May 10, 2022 | 9 a.m. – 3 p.m. – 313 S Liberty St, Independence |
| Wednesday, May 11, 2022 | 9 a.m. – 3 p.m. – 313 S Liberty St, Independence |

Symptomatic Testing:

Call 816-404-2273

JACOHD Vaccine Clinics

| | |
|-----------------------|---|
| Thursday, May 5, 2022 | 9 a.m. – 6 p.m. – 313 S Liberty St, Independence 10 a.m. – 11 a.m. – BlendWell Community Café |
| Friday, May 6, 2022 | 9 a.m. – 4 p.m. – 313 S Liberty St, Independence 2 p.m. – 6 p.m. – Oak Grove MCPL |
| Saturday, May 7, 2022 | 9 a.m. – 12 p.m. – Mattie Rhodes Center |
| Monday, May 9, 2022 | 9 a.m. – 4 p.m. – 313 S Liberty St, Independence |
| Tuesday, May 10, 2022 | 9 a.m. – 4 p.m. – 313 S Liberty St, Independence 11:30 a.m. – 1:30 p.m. – Hawthorne Place Apartments |

Residents can visit jacohtd.org/events to find clinic registration and walk-in hours.

PPE Supply

The supply rate meets the demand rate.

JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

Regional Coordination Meetings

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



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE
415 East 12th Street
Kansas City, MO 64106
64050

201 West Lexington, 2nd Floor
Independence, MO

May 6 – May 12, 2022

- | | | |
|-----------------|------------|---|
| 5-06-22 Friday | 3:00 P.M. | 134 th Corrections Academy Graduation – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area |
| 5-09-22 Monday | | COUNTY HOLIDAY – TRUMAN’S BIRTHDAY |
| 5-10-22 Tuesday | | NO ANTI-CRIME, HEALTH & ENVIRONMENT, JUSTICE & LAW ENFORCEMENT, PUBLIC WORKS, RULES, OR 911 OVERSIGHT COMMITTEE MEETINGS |
| | 9:15 A.M. | Inter-Governmental Affairs Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area |
| | 9:20 A.M. | Finance & Audit Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area |
| | 9:25 A.M. | Land Use Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area |
| | 9:30 A.M. | Budget Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area. The Budget Committee will have a public hearing regarding Ordinance # 5621. |
| | 10:00 A.M. | LEGISLATIVE MEETING - Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area |

Posted: 5/4/2022 3:03 PM

4:00 P.M. Medicare Advantage Information Session for Jackson
County Associates.
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

5-11-2022 Wednesday

NO MEETINGS –

5-12-2022 Thursday

10:00 A.M. COMBAT Commission Meeting –
The meeting will be held via Zoom.
Meeting ID: 895 7309 8311
Passcode: 492695

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE amending subsection 1503.14, Jackson County Code, 1984, relating to the Employees' Pension Plan.

ORDINANCE NO. 5623, May 10, 2022

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, on April 4, 2005, the Legislature adopted Ordinance 3617 relating to the Employee's Pension Plan ("the Plan") for the purpose of bridging Credited Service for employees who had Breaks in Continuity of Employment prior to October 1, 2004; and

WHEREAS, the Plan's Board of Trustees believes that Ordinance 3617, as written, is susceptible to a misinterpretation whereunder certain employees employed as of October 1, 2004, would be exempt from the effects of Breaks in Continuity of Employment that occur after October 1, 2004; and

WHEREAS, the Plan Board of Trustees recommends a revision to the Plan to clarify the intent of Ordinance 3617; and

WHEREAS, the proposed revision is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore,

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

Section A. Enacting Clause. Section 1503.14 of the Jackson County Code, 1984, is hereby amended to read as follows:

1503.14 Credited Service.

The term "Credited Service" shall mean the number of years and months of employment for which a Member is given credit for the purpose of calculating his Monthly Retirement Income or Spouse Death Benefit under this Plan. As of any date, "Credited Service" shall be equal to the sum of the years and months calculated under subsections (a), (b) and (e) hereof, subject to the provisions of subsections (c) or (d) hereof, if applicable.

1503.14.1 For any period of employment prior to January 1, 1967, three-fourths (3/4) of the number of years and completed months of the Member's continuous employment for the Employer as an Employee from his last date of hire as an Employee to December 31, 1966.

1503.14.2 For any period of employment after December 31, 1966, the number of years and completed months of the Member's continuous employment for the Employer as an Employee from the later of (i) January 1, 1967, and (ii) his last date of hire as an Employee to the date of his termination of employment.

1503.14.3 For the purposes of this Plan the following periods of employment shall be considered "continuous employment" but shall not be recognized as Credited Service:

- i. a break in continuity of employment of not more than two (2) years; provided the Employee returns to work for at least twelve (12) months;
- ii. any period of employment during which the Employee was not compensated by the Employer, except that any such period during which an employee was absent on approved leave without Compensation while serving on active military duty in Operation Desert Storm, or between September 11, 2001 and December 31, 2006, shall be recognized as Credited Service;
- iii. any period of employment excluded pursuant to section 1506 hereof;
- iv. any period of employment prior to January 1, 1977, during which the Employee was eligible to participate in the Prior Plan but refused to make the Employee contributions required thereunder;
- v. a break in the continuity of employment prior to April 1, 1967, of more than two (2) years; provided:
 - A. the Employee was employed by the Employer as an Employee on April 1, 1967; and

B. the Employee completes twenty-five (25) years of employment as an Employee by his Normal Retirement Date (including for this purpose any break in the continuity of employment occurring prior to April 1, 1967).

vi. a break in the continuity of employment of more than two (2) years; provided:

A. the reemployed Employee terminated Vested in the plan, or is a Retired Member of the Plan, or had completed fifteen (15) years of service during his prior employment; and,

B. the Employee accrues sufficient Service during his period of reemployment to become Vested in the Plan.

1503.14.4 Notwithstanding any other provision contained in this section, no Member shall receive credit for any period of employment by the Jackson County Law Library, Inc., prior to January 1, 1993.

1503.14.5 Notwithstanding any other provision contained in this section, any Member who is employed on October 1, 2004, and is vested or becomes vested on or after that date shall receive Credited Service for any period of Employment


with the Employer that took place prior to October 1, 2004, for which the Member has not previously received Credited Service.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5623 introduced on May 10, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5623.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5623

Sponsor: Crystal Williams

Date: May 10, 2022

Completed by County Counselor's Office

| | | | |
|-------------------|---------------------|---------------------------|-----------|
| Action Requested: | Ordinance | Res.Ord No.: | 5623 |
| Sponsor(s): | Crystal J. Williams | Legislature Meeting Date: | 5/10/2022 |

Introduction

Action Items: ['Amend']

Project/Title:

An ordinance amending subsection 1503.14.5, Jackson County Code, 1984, relating to the Employees' Pension Plan.

Request Summary

The Employees' Pension Plan Board of Trustees recommends a revision to Ordinance No. 3617. The Board finds that Ordinance No. 3617, as written, is susceptible to misinterpretation whereby certain employees employed as of October 1, 2004, would be exempt from the effects of breaks in continuity of employment that occur after October 1, 2004.

The Board recommends amending Section 1503.14.5 of the Jackson County Code to read as follows: Notwithstanding any other provision contained in this section, any Member who is employed on October 1, 2004, and is vested or becomes vested on or after that date shall receive Credited Service for any period of Employment with the Employer that took place prior to October 1, 2004, for which the member has not previously received Credited Service.

Contact Information

| | | | |
|--------------------|-----------------------------|------------------------|--------------------------|
| Department: | Human Resources | Submitted Date: | 4/23/2022 |
| Name: | Michelle K. Chrisman | Email: | MChrisman@jacksongov.org |
| Title: | Director of Human Resources | Phone: | 816-881-1204 |

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: |
| | !Unexpected End of Formula |

Request for Legislative Action

| | |
|--------------------------|------------------|
| Prior Legislation | |
| Prior Ordinances | |
| Ordinance: | Ordinance date: |
| 3617 | March 21, 2005 |
| Prior Resolution | |
| Resolution: | Resolution date: |
| | |

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

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

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

Request for Legislative Action

History

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

Submitted by Human Resources, requestor Michelle K. Chrisman on 4/23/2022 12:00:00 AM.

Comments:

Approved Department Approver Gina M. Campbell on 4/26/2022 7:53:03 AM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 4/26/2022 8:59:42 AM. Comments: Please take the hyphen out of the Ordinance Number in the first paragraph of the Request Summary

Resubmitted by Requestor Michelle K. Chrisman on 4/28/2022 10:24:52 AM. Comments: Removed the hyphen.

New comments begin here.

Submitted by Human Resources requestor: Michelle K. Chrisman on 4/23/2022. Comments:

Approved by Department Approver Gina M. Campbell on 4/28/2022 11:25:00 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/28/2022 11:39:01 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 4/28/2022 3:19:22 PM. Comments:

Not applicable by Budget Office Approver Mark Lang on 4/28/2022 3:36:48 PM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 4/28/2022 3:52:06 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 5/3/2022 10:15:42 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute a one-year Extension to the Planned Service Agreement with Johnson Controls, Inc., with two one-year options to extend, for use by the Parks + Rec Department at the Ft. Osage Education Center, at an additional cost to the County in the amount of \$7,588.00.

RESOLUTION NO. 20943, May 10, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Resolution 19785, dated March 26, 2018, the Legislature did award a one-year contract to Johnson Controls, Inc., under the terms and conditions set forth in U.S. GSA Contract No. GS-06F-0060P, an existing government contract, for the furnishing of HAVAC products, installation, and service for use by the Parks + Rec Department at the Fort Osage Education Center; and,

WHEREAS, by Resolution 20119, dated March 25, 2019, the Legislature did authorize the extension of this contract for a period of up to three years, under the terms of the same GSA contract; and,

WHEREAS, the Parks + Rec Department has a continuing need for preventative maintenance and software support for the HVAC system at the Fort Osage Education Center; and,

WHEREAS, proper humidity and temperature control is essential for the conservation of the archaeological collection; and,


WHEREAS, an Extension to the existing Planned Service Agreement is needed for the preventative maintenance and software support for this HVAC system at the Fort Osage Education Center, at an additional cost to the County in the amount of \$7,588.00 for 2022, with two one-year options to further extend; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, the Director of Finance and Purchasing be and hereby is authorized to execute the attached Extension to the Planned Services Agreement with Johnson Controls, Inc.; and,

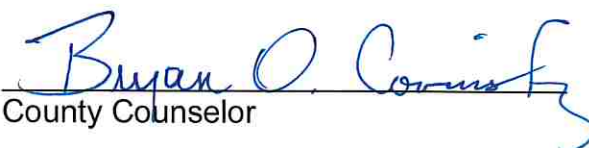
BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Extension, to the extent that sufficient funds are available in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20943 of May 10, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

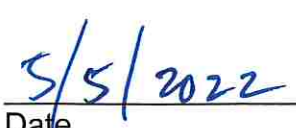
Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 003 1603 56790
ACCOUNT TITLE: Park Fund
Heritage Programs & Museums
Other Contractual Svc
NOT TO EXCEED: \$7,588.00

Funds for future years are subject to appropriation in the then current Jackson County budget.



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20943

Sponsor: Tony Miller

Date: May 10, 2022

Completed by County Counselor's Office

| | | | |
|-------------------|-------------|---------------------------|-----------|
| Action Requested: | Resolution | Res.Ord No.: | 20943 |
| Sponsor(s): | Tony Miller | Legislature Meeting Date: | 5/10/2022 |

Introduction

Action Items: ['Authorize']

Project/Title:

Authorizing the Director of Finance and Purchasing to execute an Addendum to the Planned Service Agreement with Johnson Controls, Inc., with two one-year options to extend, for use by the Parks + Rec Department at the Ft. Osage Education Center, at an additional cost to the County in the amount of \$7,588.00.

Request Summary

Resolution 20254, dated September 16, 2019, awarded a contract to Johnson Controls under the terms and conditions set forth in U.S. GSA Contract No. GS-96F-0060P for the furnishing of HVAC products, installation, and services.

The Parks + Rec Department has a continuing need for the preventative maintenance and software support for the HVAC system at the Fort Osage Education Center. Proper humidity and temperature control is essential for the conservation of the archaeological collection.

Contact Information

| | | | |
|--------------------|--|------------------------|------------------------|
| Department: | Parks + Rec | Submitted Date: | 4/11/2022 |
| Name: | Dianne L. Kimzey | Email: | DKimzey@jacksongov.org |
| Title: | Deputy Director of Enterprise Operations | Phone: | 816-503-4825 |

Budget Information

| | | | |
|---|--------------------------------------|-------------------------------------|---------|
| Amount authorized by this legislation this fiscal year: | | | \$7,588 |
| Amount previously authorized this fiscal year: | | | \$ 0 |
| Total amount authorized after this legislative action: | | | \$7,588 |
| Is it transferring fund? | | | No |
| Single Source Funding: | | | |
| Fund: | Department: | Line Item Account: | Amount: |
| 003 (Park Fund) | 1603 (Heritage Programs and Museums) | 56510 (Maint. & Repair - Buildings) | \$7,588 |

Request for Legislative Action

| | |
|--------------------------|--------------------|
| Prior Legislation | |
| Prior Ordinances | |
| Ordinance: | Ordinance date: |
| | |
| Prior Resolution | |
| Resolution: | Resolution date: |
| 20119 | March 25, 2019 |
| 19785 | March 26, 2018 |
| 20254 | September 16, 2019 |

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

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

| | |
|---|--|
| Fiscal Information | |
| <ul style="list-style-type: none">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. | |

Request for Legislative Action

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

Submitted by Parks + Rec requestor: Dianne L. Kimzey on 4/11/2022 12:00:00 AM. Comments:

Approved by Department Approver Dianne L. Kimzey on 4/26/2022 2:28:37 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/26/2022 2:39:32 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 4/26/2022 3:45:42 PM. Comments:

Approved by Budget Office Approver Mark Lang on 4/27/2022 8:30:58 AM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 4/27/2022 9:39:05 AM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 4/28/2022 9:11:50 AM. Comments: change eRLA to mirror contract. Thanks!

Resubmitted by Requestor Dianne L. Kimzey on 4/28/2022 2:14:42 PM. Comments: A new contract for Johnson Controls was attached that matches the RLA request. The revised agreement is dated 4/1/22

New comments begin here.

Submitted by Parks + Rec requestor: Dianne L. Kimzey on 4/11/2022. Comments:

Approved by Department Approver Michele Newman on 4/28/2022 3:05:05 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/28/2022 4:18:10 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 4/29/2022 9:32:50 AM. Comments:

Approved by Budget Office Approver Mark Lang on 4/29/2022 10:54:57 AM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 4/29/2022 12:14:33 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 5/2/2022 11:28:07 AM. Comments: Prior legislation adjustment per my email. Thanks!

May 5, 2022

eRLA #474

Page 3 of 3

Submitted by Requestor Dianne L. Kimzey on 5/2/2022 1:19:39 PM. Comments: Added Resolution 20254.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 160322001 000

Date: April 11, 2022

| | |
|------------|-------|
| RES # | 20943 |
| eRLA ID #: | 474 |

| <u>Org Code</u> | <u>Description</u> | <u>Object Code</u> | <u>Description</u> | <u>Not to Exceed</u> |
|-----------------|-------------------------------|--------------------|-----------------------------|----------------------|
| 003 | Park Fund | | | |
| 1603 | Heritage Programs and Museums | 56510 | Maint. & Repair - Buildings | \$ 7,588 |
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| TOTALS: | | | | \$ 7,588 |

APPROVED
By Mark Lang at 2:55 pm, Apr 13, 2022

Budget Office

Johnson Controls planned service proposal

Prepared for FORT OSAGE EDUCATION CENTER

Customer
FORT OSAGE EDUCATION CENTER

Local Johnson Controls Office
9850 LEGLER RD
LENEXA, KS 66219-1263

Agreement Start Date:
05/01/2022

Proposal Date
04/01/2022

Estimate No:
1-1DO5LESB



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for FORT OSAGE EDUCATION CENTER

Dear John Johnson,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year with 2 mutual options to extend for periods of one year each starting 05/01/2022 and ending 04/30/2023.
- The agreement price for first year is \$7,588.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Clint Jackson
Service Manager
(913) 307-4252

The power behind your mission

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

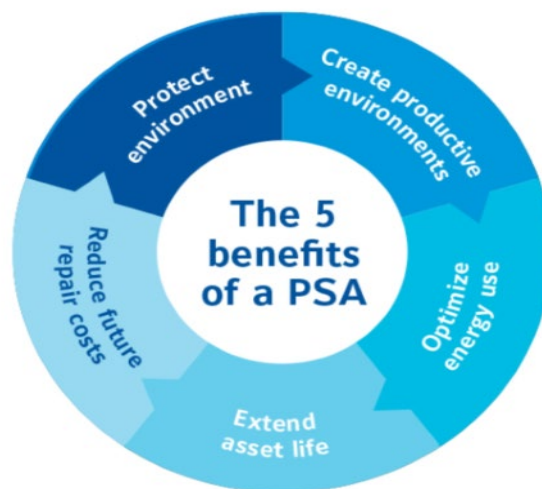
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name : FORT OSAGE EDUCATION CENTER
Address: 107 OSAGE ST SIBLEY, MO 64088-9644
Proposal Date: 01/20/2022
Estimate #: 1-1DO5LESB

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term Renewal

This Agreement takes effect on 05/01/2022 and will continue until 04/30/2023 ("Original Term"). Thereafter, the parties may mutually agree in writing to extend this Agreement for two additional terms of one year each. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$7,588.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

JACKSON COUNTY PARKS & RECREATION
JACOMO ADMINISTRATION OFFICE
22807 WOODS CHAPEL RD
BLUE SPRINGS,MO 64015

☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

☐ No PO Required ☐ Single PO Required for Initial Term ☐ Annual PO Required

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Clint Jackson

Signature: _____
Title: Service Manager Date: _____

Signature: _____
Title: _____ Date: _____

By: _____

Signature: _____
Title: _____ Date: _____

Customer PO#: _____

JCI Branch: JOHNSON CONTROLS KANSAS CITY MO CB - 0N42
Address: 9850 LEGLER RD
LENEXA, KS 66219-1263
Branch Phone: (913) 307-4200
Branch Email: _____

Schedule A - Equipment List

| | |
|------------------------------------|---|
| FORT OSAGE EDUCATION CENTER | 107 OSAGE ST SIBLEY, MO 64088-9644 |
|------------------------------------|---|

| | | | |
|---|----------------------------|--|------------------------|
| Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS | | | |
| Quantity: 1 | Coverage Level: Basic | Services Provided | |
| | | 1 ADS Site Dir Software Subscriptio 1-year (up to 4 engines) - Subscription Only | |
| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
| Controls Software, Supervisory/Server/UI, Johnson | JCI_YORK | | 1-M1IF8EK |

| | | | |
|---|----------------------------|--------------------------|------------------------|
| Product: Block Hours – Controls – (2) 4 hour visits a year | | | |
| Quantity: 1 | Coverage Level: Basic | Services Provided | |
| | | 2 Preventive Maintenance | |
| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
| | | | |

| | | | |
|--|----------------------------|--------------------------|------------------------|
| Product: Block Hours – Controls – (4) to use at customer discretion | | | |
| Quantity: 1 | Coverage Level: Premium | Services Provided | |
| | | 1 Repair | |
| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
| | | | |

Equipment tasking

Block Hours - Controls

| | |
|------------------------|---|
| Preventive Maintenance | Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative |
|------------------------|---|

Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

| | |
|---|---|
| ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only | All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADS software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative |
|---|---|

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

| Year | Total Annual Dollar Amount | Payment Frequency |
|-------------------------|----------------------------|-------------------|
| Year 1 2022-2023 | \$7,588.00 | Annually |
| OPTION Year 2 2023-2024 | \$8,196.00 | Annually |
| OPTION Year 3 2024-2025 | \$8,852.00 | Annually |

Special Additions and Exceptions

TERMS AND CONDITIONS
DEFINITIONS (REV 11/21)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor

Johnson Controls **Planned Service Proposal**

Prepared for FORT OSAGE EDUCATION CENTER

the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including

legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized

access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having

competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto

("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of Customer data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and cloud-hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false

alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or

their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating Lieutenant Lorraine Arter on the occasion of her retirement after twenty-two years of service at the Jackson County Detention Center.

RESOLUTION NO. 20944, May 10, 2022

INTRODUCED BY Ronald E. Finley, Charlie Franklin, Theresa Cass Galvin, Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Dan Tarwater III, and Jeanie Lauer, County Legislators

WHEREAS, Lieutenant Lorraine Arter's Jackson County journey began in 2000 when she moved to Kansas City from New York, where she was a police officer in the 109th Precinct, bringing with her tenacity and assertiveness from her experience in law enforcement; and,

WHEREAS, Lorraine's greatest achievements include her leadership roles as lieutenant, transportation Sergeant, CERT team member, Blue Knight Honor Guard, and her 2019 receipt of the Public Employee's Recognition Award for Safety Awareness; and,

WHEREAS, Lorraine has coached, taught, and trained numerous corrections officers, molding associates at all levels within the Jackson County Detention Center; and,

WHEREAS, Lorraine will be remembered for her professionalism, high ethical standards, and integrity; now therefore,

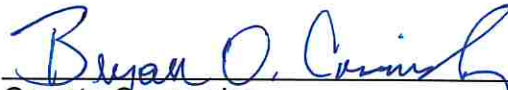
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates Lieutenant Lorraine Arter on the occasion of her retirement and extends best wishes in all of her future endeavors.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20944 of May 10, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$30,000.00 within the 2022 Assessment Fund to provide for temporary staffing services for use by the Assessment Department.

RESOLUTION NO. 20945, May 10, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, due to loss of personnel and difficulties experienced in hiring replacement personnel, the County Assessment Department has a need to hire temporary staff through the County's term and supply temporary staffing vendor; and,

WHEREAS, a transfer is necessary to allow for the continued use of these contractual services to meet the Assessment Department's staffing needs through the end of 2022; now therefore,

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

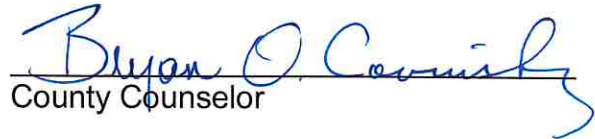
| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|--------------------------------|-------------|-----------|
| Assessment Fund | | | |
| Assessment | | | |
| 045-1902 | 56830- Contingency | \$30,000 | |
| 045-1902 | 56085- Temp Agency Services | | \$30,000 |

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20945 of May 10, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

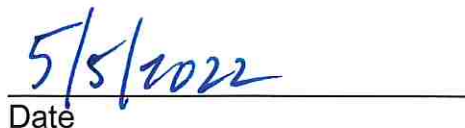
Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 045 1902 56830

ACCOUNT TITLE: Assessment Fund
Assessment
Contingency

NOT TO EXCEED: \$30,000.00



Date



Chief Administrative Officer

Request for Legislative Action

Resolution No.: 20945

Sponsor: Tony Miller

Date: May 10, 2022

Completed by County Counselor's Office

| | | | |
|-------------------|-------------|---------------------------|-----------|
| Action Requested: | Resolution | Res.Ord No.: | 20945 |
| Sponsor(s): | Tony Miller | Legislature Meeting Date: | 5/10/2022 |

Introduction

Action Items: ['Transfer']

Project/Title:

Transfer funds to 56085 Temporary Agency Services for Assessment temporary staff as needed throughout 2022.

Request Summary

Transfer funds to 56085 Temporary Agency Services for Assessment temporary staff as needed throughout 2022. We have hired some temporary staff in the IPP/Customer Service phonebank; an Auditor in the Business Personal Property unit; a Data Collector to help in the parcel by parcel review. We want to have the ability to hire more Customer Service staff; Data Collectors; and/or Appraisal staff should the need arise. We do expect some of these needs to arise but we will only retain the temporary staff for the time that they are needed throughout 2022.

Contact Information

| | | | |
|--------------------|-------------------------------|------------------------|--------------------|
| Department: | Assessment | Submitted Date: | 4/26/2022 |
| Name: | Jeph BurroughsScanlon | Email: | jbs@jacksongov.org |
| Title: | Deputy Director of Assessment | Phone: | 816-881-3256 |

Request for Legislative Action

| Budget Information | | | |
|---|-------------------|------------------------------|----------|
| Amount authorized by this legislation this fiscal year: | | | \$30,000 |
| Amount previously authorized this fiscal year: | | | \$ 0 |
| Total amount authorized after this legislative action: | | | \$30,000 |
| Is it transferring fund? | | | Yes |
| Transferring Fund From: | | | |
| Fund: | Department: | Line Item Account: | Amount: |
| 045 (Assessment Fund) | 1902 (Assessment) | 56830 (Contingency Fund) | \$30,000 |
| Transferring Fund To: | | | |
| Fund: | Department: | Line Item Account: | Amount: |
| 045 (Assessment Fund) | 1902 (Assessment) | 56085 (Temp Agency Services) | \$30,000 |

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

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

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

Request for Legislative Action

| Prevailing Wage | |
|-----------------|--|
| Not Applicable | |

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

Request for Legislative Action

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

Submitted by Assessment requestor: Jeph BurroughsScanlon on 4/26/2022 12:00:00 AM. Comments:

Approved by Department Approver Gail McCann Beatty on 4/26/2022 12:12:21 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/26/2022 12:40:14 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 4/26/2022 3:46:56 PM. Comments:

Approved by Budget Office Approver Mark Lang on 4/28/2022 8:49:35 AM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Troy Schulte on 4/28/2022 9:34:22 AM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 4/28/2022 2:08:54 PM. Comments: Please adjust "Amount authorized by this legislation this fiscal year" and provide more detail. Thanks!

Resubmitted by Requestor Jeph BurroughsScanlon on 4/28/2022 3:26:25 PM. Comments: I undated the "Amount authorized by this legislation this fiscal year:" from \$00 to \$30,000.

New comments begin here.

Submitted by Assessment requestor: Jeph BurroughsScanlon on 4/26/2022. Comments:

Approved by Department Approver Anne E. Collier on 4/29/2022 9:02:37 AM. Comments: Resubmitting for Jeph Burroughs-Scanlon due to system issue.

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/29/2022 9:11:18 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 4/29/2022 9:34:11 AM. Comments:

Approved by Budget Office Approver Mark Lang on 4/29/2022 10:56:47 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 4/29/2022 12:18:19 PM. Comments:

May 5, 2022

eRLA #498

Page 4 of 4

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 4/29/2022 2:02:33 PM. Comments: Please adjust based on our email conversation. Thanks!

Fiscal Note:

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

PC# 190222003 000

Date: April 28, 2022

| | |
|------------|-------|
| RES # | 20945 |
| eRLA ID #: | 498 |

| <u>Org Code/Description</u> | <u>Object Code/Description</u> | <u>From</u> | <u>To</u> |
|-----------------------------|--------------------------------|-------------|-----------|
|-----------------------------|--------------------------------|-------------|-----------|

| 045 | Assessment Fund |
|-----|-----------------|
|-----|-----------------|

| | | | | | |
|------|------------|-------|-------------|-----------|------|
| 1902 | Assessment | 56830 | Contingency | \$ 30,000 | \$ - |
|------|------------|-------|-------------|-----------|------|

| | | | | | |
|------|------------|-------|----------------------|---|--------|
| 1902 | Assessment | 56085 | Temp Agency Services | - | 30,000 |
|------|------------|-------|----------------------|---|--------|

| | | | |
|-------------------|--------|-------------------|--------|
| \$ | 30,000 | \$ | 30,000 |
| <u> </u> | | <u> </u> | |

APPROVED

By Mark Lang at 8:48 am, Apr 28, 2022

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$58,863.00 within the 2022 American Rescue Plan Fund to pay the costs of necessary internet connection hardware in the Jackson County Detention Center to be provided by an existing County term and supply vendor.

RESOLUTION NO. 20946, May 10, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Sheriff recommends the use of an existing County term and supply vendor to replace inefficient internet connection hardware at the Jackson County Detention Center; and,

WHEREAS, the detention center's wireless network has been under significantly increased utilization since the beginning of the COVID-19 pandemic due to the increased use of virtual internet-based health care services, web conferences, court appearances, and professional visits; and,


WHEREAS, a transfer is necessary to place the funds necessary for this equipment in the proper spending accounts; now therefore,

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

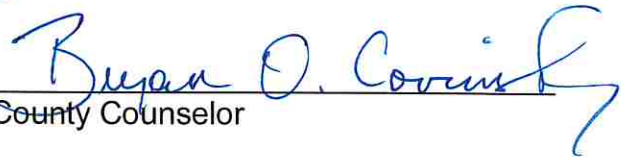
| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|------------------------------|-------------|-----------|
| American Rescue Plan Fund | | | |
| ARPA Public Health | | | |
| 050-7802 | 56790- | | |
| | Other Contractual Services | \$58,863 | |
| 050-7802 | 58173- | | |
| | Computer Equipment/Terminal | | \$58,863 |

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20946 of May 10, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 050 7802 56790
ACCOUNT TITLE: American Rescue Plan Fund
ARPA Public Health
Other Contractual Services
NOT TO EXCEED: \$58,863.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20946
Sponsor: Tony Miller
Date: May 10, 2022

Completed by County Counselor's Office

| | | | |
|-------------------|-------------|---------------------------|-----------|
| Action Requested: | Resolution | Res.Ord No.: | 20946 |
| Sponsor(s): | Tony Miller | Legislature Meeting Date: | 5/10/2022 |

Introduction

Action Items: ['Authorize']

Project/Title:

Transferring \$58,863 within the American Rescue Plan Fund (050) and authorizing the purchase of wireless network access points for use by the Jackson County Detention Center from ConvergeOne, Inc., of Overland Park, KS at an actual cost to the County of \$58,862.56.

Request Summary

The wireless network within the Jackson County Detention Center is outdated, inefficient, and currently managed in-house separately from other Jackson County IT-managed wireless networks. The wireless network has been under significantly increased utilization since the beginning of the COVID-19 pandemic due to the increased use of virtual internet-based health care services, internet-based web conference court appearances, and internet-based professional visits. The existing network needs to be replaced with modern equipment to serve these critical processes within the Detention Center, which can be more efficiently managed by Jackson County IT. This purchase will provide one-for-one replacements for existing wireless network access points. ConvergeOne, Inc., is an existing term and supply vendor.

Contact Information

| | | | |
|--------------------|-----------------------|------------------------|------------------------|
| Department: | Sheriff | Submitted Date: | 4/28/2022 |
| Name: | Danny F. Barnes | Email: | DBarnes@jacksongov.org |
| Title: | Sergeant - Technology | Phone: | 816-801-5954 |

Budget Information

| | | | |
|---|---------------------------|------------------------------------|-----------------------------------|
| Amount authorized by this legislation this fiscal year: | | | \$58,863 |
| Amount previously authorized this fiscal year: | | | !Unexpected End of Formula |
| Total amount authorized after this legislative action: | | | \$58,863 |
| Is it transferring fund? | | | Yes |
| Transferring Fund From: | | | |
| Fund: | Department: | Line Item Account: | Amount: |
| 050 (American Rescue Plan Fund) | 7802 (ARPA Public Health) | 56790 (Other Contractual Services) | \$58,863 |

Request for Legislative Action

| Transferring Fund To: | | | |
|---------------------------------|---------------------------|-------------------------------------|----------|
| Fund: | Department: | Line Item Account: | Amount: |
| 050 (American Rescue Plan Fund) | 7802 (ARPA Public Health) | 58173 (Computer Equipment/Terminal) | \$58,863 |

| | |
|--------------------------|------------------|
| 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: | Formal Bid |
| Core 4 Tax Clearance Completed: | Yes |
| Certificate of Foreign Corporation Received: | Yes |
| Have all required attachments been included in this RLA? | Yes |

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

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

Request for Legislative Action

History

Submitted by Sheriff requestor: Danny F. Barnes on 4/28/2022. Comments:

Approved by Department Approver Michael L. Montgomery on 4/28/2022 10:38:22 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/28/2022 10:46:36 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 4/28/2022 3:31:38 PM. Comments:

Approved by Budget Office Approver Mark Lang on 4/28/2022 4:20:56 PM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 4/28/2022 8:01:36 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 5/5/2022 11:18:11 AM. Comments:

Fiscal Note:

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

PC# 780222005 000

Date: April 28, 2022

RES # 20946
eRLA ID #: 503

[illegible]

APPROVED

By Mark Lang at 4:19 pm, Apr 28, 2022

Budget Office

Solution Summary

Jail Wireless

| | |
|---|---|
| Customer: JACKSON COUNTY | Primary Contact: Mike Erickson |
| Ship To Address: , | Email: merickson@jacksongov.org |
| Bill To Address: 415 E 12TH STREET RM G6 KANSAS CITY, MO 64106 | Phone: 816-881-3155 |
| Customer ID: AOSJACKS002 | National Account Manager: Thomas Messersmith |
| Customer PO: | Email: TMessersmith@convergeone.com |
| | Phone: +19137443255 |

| Solution Summary | Current Due | Next Invoice | Due | Remaining | Total Project |
|-------------------------|--------------------|--------------|----------|-----------|--------------------|
| Software | \$11,023.31 | | One-Time | | \$11,023.31 |
| Hardware | \$47,839.25 | | One-Time | | \$47,839.25 |
| Project Subtotal | \$58,862.56 | | | | \$58,862.56 |
| Estimated Tax | NOT INCLUDED | | | | |
| Estimated Freight | NOT INCLUDED | | | | |
| Project Total | \$58,862.56 | | | | \$58,862.56 |

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:

MO-C062518

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
TITLE: _____ TITLE: _____



Master Sales Agreement #: C12892-PSMTMS; C12900-CL
Master Maintenance Agreement #: C12892-PSMTMS; C12900-CL

Date: 4/26/2022
Page #: 2 of 2
Documents #: OP-000615382
SO-000679463
Solution Name: Jail Wireless
Customer: JACKSON COUNTY

Master Agreement Rider

| # | Item Number | Description | Term | Qty | Unit Price | Extended Price |
|---|-------------|-----------------------------------|------|-----|---------------|--------------------|
| 1 | MR44-HW | Meraki MR44 WiFi 6 Indoor AP | | 61 | \$784.25 | \$47,839.25 |
| 2 | LIC-ENT-3YR | Meraki MR Enterprise License, 3YR | | 61 | \$180.71 | \$11,023.31 |
| | | | | | Total: | \$58,862.56 |

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of temporary inmate housing for use by the Department of Corrections to the Andrew County, Missouri Sheriff's Office as an acquisition from another governmental entity.

RESOLUTION NO. 20947, May 10, 2022

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Department of Corrections has a continuing need for temporary inmate housing to accommodate certain situations in which an inmate may need off-site housing; and,

WHEREAS, after evaluating housing options throughout the area, the Director of the Department of Corrections recommends an agreement with the Andrew County, Missouri Sheriff's Office for the furnishing of these services; and,

WHEREAS, pursuant to section 1030.2, Jackson County Code, 1984, the Director of Finance and Purchasing recommends award of a twelve-month term and supply contract, with one twelve-month option to extend, be made to the Andrew County, Missouri Sheriff's Office for the furnishing of temporary inmate housing as an acquisition from another government entity; 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 remaining 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 County Executive be and is hereby authorized to execute an Agreement with the Andrew County, Missouri Sheriff's Office in a form to be approved by the County Counselor; and,

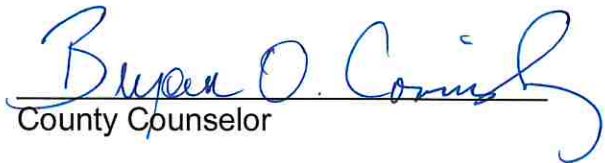
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the Agreement, to the extent that sufficient appropriations to the using spending agency are contained in the then current County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20947 of May 10, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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



Date



Chief Administrative Officer

Request for Legislative Action

Resolution No.: 20947
Sponsor: Ronald E. Finley
Date: May 10, 2022

Completed by County Counselor's Office

| | | | |
|-------------------|------------------|---------------------------|-----------|
| Action Requested: | Resolution | Res.Ord No.: | 20947 |
| Sponsor(s): | Ronald E. Finley | Legislature Meeting Date: | 5/10/2022 |

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twelve Month Term and Supply Contract with one Twelve Month Option to Extend for the furnishing of Temporary Inmate Housing Services for use by the Jackson County Sheriff's Office, Detention Center to the Andrew County, Missouri Sheriff's Office as an acquisition from another government.

Request Summary

The Jackson County Sheriff's Office, Detention Center has an ongoing need for temporary inmate housing to accommodate certain situations in which an inmate may require off-site housing to maintain safety and or segregation from other inmates. Our anticipated annual spend is \$70,000.00.

Pursuant to Section 1030.2 of the Jackson County Code, the Jackson County Sheriff's Office Detention Center, recommends an Agreement for the furnishing of Temporary Inmate Housing Services to Andrew County, Missouri Sheriff's Department as an acquisition from another Government.

Contact Information

| | | | |
|--------------------|-----------------------------------|------------------------|-----------------------|
| Department: | Corrections | Submitted Date: | 4/28/2022 |
| Name: | Deloris M. Wells | Email: | DWells@jacksongov.org |
| Title: | Deputy Director of Administration | Phone: | 816-881-4210 |

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: |
| | !Unexpected End of Formula |

Request for Legislative Action

| | |
|--------------------------|------------------|
| Prior Legislation | |
| Prior Ordinances | |
| Ordinance: | Ordinance date: |
| | |
| Prior Resolution | |
| Resolution: | Resolution date: |
| 20422 | May 11, 2020 |

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

| | |
|---|--|
| Compliance | |
| Certificate of Compliance | |
| 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 | |

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

Request for Legislative Action

History

Submitted by Corrections requestor: Deloris M. Wells on 4/28/2022. Comments:

Approved by Department Approver Diana L. Knapp on 4/28/2022 9:42:28 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/28/2022 10:00:06 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 5/2/2022 12:44:48 PM. Comments:

Approved by Budget Office Approver Mary Rasmussen on 5/2/2022 3:21:37 PM. Comments: Term & Supply contract - no fiscal note required.

Approved by Executive Office Approver Sylva Stevenson on 5/3/2022 11:30:02 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 5/5/2022 11:21:44 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of software maintenance for use by the Public Works Department to Syn-Tech Systems of Tallahassee, FL, as a sole source purchase.

RESOLUTION NO. 20948, May 10, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Director of the Public Works Department has a need for software maintenance and support for its proprietary Fuel Master system on its fuel truck and fueling equipment; and,

WHEREAS, software maintenance agreements are considered sole source purchases, as the maintenance can only be provided by the software's developer; and,

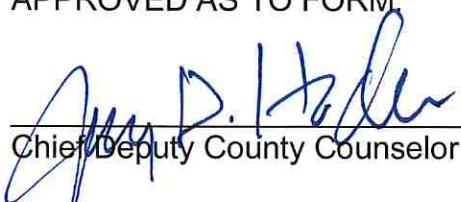
WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Directors of Finance and Purchasing and Public Works recommend the award of a software maintenance and support agreement for use by the Public Works Department to Syn-Tech Systems of Tallahassee, FL, as a sole source purchase; now therefore,

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

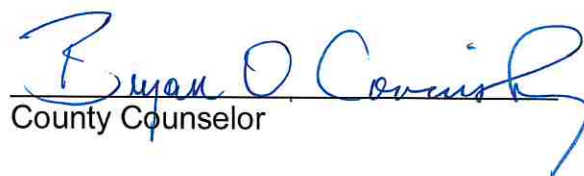
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor
Certificate of Passage



County Counselor

I hereby certify that the attached resolution, Resolution No. 20948 of May 10, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20948

Sponsor: Theresa Cass Galvin

Date: May 10, 2022

Completed by County Counselor's Office

| | | | |
|-------------------|----------------|---------------------------|-----------|
| Action Requested: | Resolution | Res.Ord No.: | 20948 |
| Sponsor(s): | Theresa Galvin | Legislature Meeting Date: | 5/10/2022 |

Introduction**Action Items:** ['Authorize']**Project/Title:**

Authorizing a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend, for the furnishing of software maintenance to maintain the Fuel Master system for the Public Works Department to Syn-Tech as a Sole Source Vendor.

Request Summary

The Public Works Department needs a term and supply vendor for software maintenance of the installed Fuel Master system. This agreement for software maintenance is for the Fuel Master System (vehicle AIM kits, fuel system software/hardware, and updates to programming codes, parts, and technical support) for the Public Works Road & Bridge Division. This service and additional vehicle fuel rings (AIM kits) can only be provided through this company.

The Public Works Road Maintenance Division supports a fuel station and fuel truck that runs sophisticated fueling equipment, its software and vehicle fuel initiation rings are associated with this Agreement.

Pursuant to Section 1030.1 of the Jackson County Code, the Purchasing Department recommends Syn-Tech for the maintenance of software for Fuel Master as a Sole Source. Research done by both the Purchasing Department and the Public Works Division indicates that Syn-Tech is the only company that can provide this specialized service for Fuel Master.

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

It is estimated that the Public Works Department could expend approximately \$15,000.00 over the course of the year with Syn-Tech.

Contact Information

| | | | |
|--------------------|---|------------------------|-------------------------|
| Department: | Public Works | Submitted Date: | 4/13/2022 |
| Name: | Matt E. Willier | Email: | MWillier@jacksongov.org |
| Title: | Assistant Road and Bridge Administrator | Phone: | 816-847-7083 |

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: |
| | | | !Unexpected End of Formula |

| Prior Legislation | |
|-------------------|------------------|
| Prior Ordinances | |
| Ordinance: | Ordinance date: |
| | |
| Prior Resolution | |
| Resolution: | Resolution date: |
| 17395 | October 18, 2010 |

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

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

Request for Legislative Action

Fiscal Information

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

History

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

Matt E. Willier at 4/13/2022 10:44:58 AM - [Submitted |]Department Director: Brian Gaddie at 4/15/2022 10:55:50 AM - [Approved |]Finance (Purchasing): Barbara J. Casamento at 4/18/2022 11:20:32 AM - [Approved |]Compliance: Katie M. Bartle at 4/18/2022 11:50:05 AM - [Approved |]Finance (Budget): Mary Rasmussen at 4/18/2022 1:03:25 PM - [Approved | Term & Supply - no fiscal note required.]Executive: Sylvia Stevenson at 4/19/2022 8:54:47 AM - [Approved |] Legal: Elizabeth Freeland at 4/25/2022 3:28:25 PM - Returned for more information. Please include prior legislation. Thanks!

New comments begin here.

Submitted by Public Works requestor: Matt E. Willier on 4/13/2022. Comments:

Approved by Department Approver Brian Gaddie on 4/29/2022 9:55:06 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 5/2/2022 11:55:45 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 5/2/2022 12:53:06 PM. Comments:

Approved by Budget Office Approver Mary Rasmussen on 5/2/2022 3:31:33 PM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 5/3/2022 11:36:11 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 5/5/2022 11:28:21 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

DATE: April 4, 2022

SUBJECT: Sole Source Vendor: Syn-Tech

The Public Works Department needs a term and supply vendor for software maintenance of the installed Fuel Master system. This agreement for software maintenance is for the Fuel Master System (vehicle AIM kits, fuel system software/hardware, and updates to programming codes, parts, and technical support) for the Public Works Road & Bridge Division. This service and additional vehicle fuel rings (AIM kits) can only be provided through this company.

The Public Works Road Maintenance Division supports a fuel station and fuel truck that runs sophisticated fueling equipment, its software and vehicle fuel initiation rings are associated with this Agreement.

For the reasons above, it has been requested that Syn-Tech be considered a sole source vendor.

It is estimated that the Public Works Department could expend approximately \$15,000.00 over the course of the year with Syn-Tech.

Thank you for your consideration,

Matt E. Willier

Jackson County, Missouri

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF LEON) SS.

D. SCOTT DUNLAP of the city of TALLAHASSEE
County of LEON State of FLORIDA being duly sworn on her or his oath, deposes and says,

1. That I am the CFO (Title of Affiant) of SYN-TECH SYSTEMS (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

SYN-TECH SYSTEMS, INC. (Name of Bidder)

By: [Signature] (Signature of Affiant)

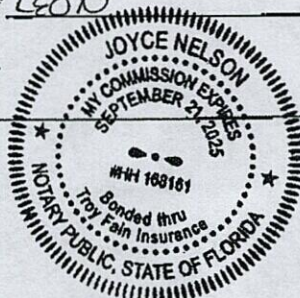
CFO (Title of Affiant)

Subscribed and sworn to before me this 24 day of MARCH, 2022

NOTARY PUBLIC in and for the County of LEON (SEAL)

State of FLORIDA

My Commission Expires: _____



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$2,400,000.00 within the 2022 American Rescue Plan Fund and awarding a contract to Harvesters – The Community Food Network of Kansas City, MO, for the purpose of insuring that food insecurity is minimized in the wake of the full economic impact of the ongoing Coronavirus/COVID-19 pandemic.

RESOLUTION NO. 20949, May 10, 2022

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the U.S. President, Missouri Governor Mike Parson, and County Executive Frank White, Jr., have all declared, in one form or another, the ongoing Coronavirus/COVID-19 pandemic to be a public health emergency; and,

WHEREAS, the County, through its various efforts, plays a significant role in the public health of its citizens and employees; and,

WHEREAS, an appropriate response by the County to this emergency will require significant expenditures from the County American Rescue Act Fund, which consists of monies provided by the U.S. Treasury for this purpose; and,

WHEREAS, Harvesters – The Community Food Network of Kansas City (Jackson County), MO, has submitted a proposal to address food insecurity in the County brought on by the economic recession triggered by COVID-19 pandemic, at a cost to the County not to exceed \$2,400,000.00; and,

WHEREAS, it is the intent of the Legislature to fund this proposal, for which a transfer is required; now therefore,

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

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|---|--------------------------------------|--------------------|------------------|
| American Rescue Plan Fund ARPA Disadvantaged Communities 050-7801 | 56790- Other Contractual Services | \$2,400,000 | |
| Harvester's 050-8002 | 56789- Outside Agency Funding | | \$2,400,000 |

and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute a contract with Harvesters – The Community Food Network of Kansas City, MO, to provide the services described in this Resolution, in a form to be approved by the County Counselor.

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

APPROVED AS TO FORM:

Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20949 of May 10, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 050 7801 56790
ACCOUNT TITLE: American Rescue Plan Fund
ARPA Disadvantaged Communities
Other Contractual Services
NOT TO EXCEED: \$2,400,000.00

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 8002 56789
ACCOUNT TITLE: American Rescue Plan Fund
Harvester's
Outside Agency Funding
NOT TO EXCEED: \$2,400,000.00

Date

Chief Administrative Officer



Workflow Status

Status

RLA ID#: 507

Under Executive Review

Introduction

Action items *

☒ Authorize ☐ Appropriate ☐ Award ☐ Amend ☐ Courtesy ☒ Transfer ☐ Repeal

Preparing a Request for Legislative Action (RLA)

The RLA should clearly communicate the department's request to the organization, administration, elected officials and the public.

- What legislative action is being requested?
- What does this authorize the County to do?
- What is the benefit to the County? What is the benefit to the public?
- What is the funding source(s)? Does it require a transfer?
- Does this involve a contract? If so, has it been reviewed by the County Counselors Office?
- Is this a request to purchase goods or services? If so, have you completed the purchasing process with the Purchasing Office? The following documents may be required to be attached to this request:
 - Recommendation Memo from the Department
 - Pricing
 - Pertinent pages of the Invitation to Bid or Request for Proposals
 - Pertinent pages of other government contract
 - Pertinent pages of a contract or agreement

All applicable questions must be answered prior to submitting this form.

Request

Project/Title *

A Resolution transferring \$2,400,000.00 within the 2022 American Rescue Plan Fund and authorizing the County Executive to execute a Cooperative Agreement with Harvesters - The Community Food Network of Kansas City, MO, for the purpose of providing food assistance at a cost to the County not to exceed \$2,400,000.00

Request summary: *

Requesting a transfer of \$2,400,000 within budgeted American Rescue Plan funds that were allocated for Disadvantaged Communities for the purpose of providing food assistance. This request would further authorize the

County Executive to execute a \$2,400,000 contract with Harvesters - The Community Food Network of Kansas City, Missouri for food purchases.

Harvesters has an extensive partner agency network comprised of over 420 schools and more than 760 non-profit agencies with over 600 partner agencies in Jackson County. These partners rely on Harvesters to provide shelf-stable and highly nutritious food at no cost. Harvesters was previously allocated \$500,000 from the CARES Act Fund for food assistance. To continue to meet the need for food assistance, a proposal for funding under the American Rescue Plan is attached.

Requested for the agenda of May 10th. Legislator Finley will sponsor.

Contact Information

Department: *

Submitted Date:

May 2, 2022

Name: *

Email: *

Crissy Wooderson

CWooderson@jacksongov.org

Title:

Phone: *

Legislative Auditor

816-881-3310

Attachments

[Fiscal Note 507 - Admin - Harvesters.pdf](#)
[Harvesters.pdf](#)

Budget Information

Enter whole dollar amounts only.

Amount authorized by this legislation this fiscal year:

\$ 2,400,000

Amount previously authorized this fiscal year:

\$ 0

Total amount authorized after this legislative action:

\$ 2,400,000

Is it transferring fund?



Yes

Transfer Funding From:

Fund:

050 (American Rescue Plan Fund)

Department: *

7801 (ARPA Disadvantaged Communities)

Line Item Account: *

56790 (Other Contractual Services)

Amount: *

\$

2,400,000

Transfer Funding To:

Fund:

050 (American Rescue Plan Fund)

Department: *

8002 (Harvesters)

Line Item Account: *

56789 (Outside Agency Funding)

Amount: *

\$

2,400,000

Total for Transfer Funding From:

\$2400000

Total for Transfer Funding To:

\$2400000

Prior Legislation

Prior Ordinances

Ordinance:

5371

Ordinance date:

Jun 22, 2020

Prior Resolution

Resolution:

20437

Resolution date:

May 26, 2020

Completed by Purchasing Department:

Does this RLA include the purchase or lease of supplies, materials, equipment or services?

☐ Yes☒ No

Completed by Compliance Review Office:☒ Certificate of Compliance☐ Not Applicable☐ No

The certificate verifies that the vendor has met all County requirements for the following:

- All Jackson County MO taxes are paid to date
- All Jackson County MO Affirmative Action requirements have been met

Minority, Women and Veteran Owned Business Program

Goals Reviewed

☐ Goals have been set☐ Goals are waived - Insufficient MBE or WBE firms available☒ Not Applicable☐ Contract is with another government agency☐ Contract is for real property☐ Emergency contract☐ For purposes of borrowing money/bonds/other notes☐ Less than \$50000☐ Sole Source☒ Other

Services from a nonprofit

Prevailing Wage☐ Construction projects over \$75000☐ Approval of a Term and Supply contract which may include construction project(s) over \$75000☒ Not Applicable

Fiscal Information - Completed by Finance and/or Budget Office

- ☐ 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.
- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.
- ☐ Funds sufficient for this expenditure will be/were appropriated by
- ☒ Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

Ordinance #

Completed by County Counselor's Office:

Action Requested:

☐ Ordinance ☐ Resolution ☐ Professional Services Contract ☐ Executive Orders

Res/Ord No.:

Sponsor(s):

Legislature meeting date:

Process confidentially?

☐

No

History**Comments**

Submitted by County Legislature requestor: Crissy Wooderson on 5/2/2022. Comments: Requested for the agenda of 5/10. Approved by Department Approver Mary Jo Spino on 5/2/2022 4:14:26 PM. Comments: mjs Not applicable by Purchasing Office Approver Barbara J. Casamento on 5/3/2022 8:31:42 AM. Comments: Approved by Compliance Office Approver Jaime Guillen on 5/3/2022 9:06:41 AM. Comments: Approved by Budget Office Approver Mark Lang on 5/3/2022 9:38:10 AM. Comments: The fiscal note is attached. Returned for more information by Executive Office Approver Sylvia Stevenson on 5/4/2022 11:27:22 AM. Comments: The County Executive Office is working to develop a plan and process for the authorization and award of American Rescue Plan Funds to outside agencies that provide food assistance. Therefore, at this time, the RLA will not be approved. Submitted by Requestor Crissy Wooderson on 5/4/2022 4:24:31 PM. Comments: RESUBMITTING without changes so the Counselor's Office has the eRLA request in their queue to prepare a Resolution for the agenda of 5/10 pursuant to the Rules of the Legislature 19 thru 23 for the authority to introduce resolutions. The fiscal note of \$2,400,000 was previously attached. Approved by Department Approver Mary Jo Spino on 5/4/2022 4:34:46 PM. Comments: Not applicable by Purchasing Office Approver Barbara J. Casamento on 5/4/2022 4:42:43 PM. Comments: Approved by Compliance Office Approver Jaime Guillen on 5/4/2022 4:52:44 PM. Comments: Approved by Budget Office Approver Mark Lang on 5/5/2022 9:31:50 AM. Comments:

Fiscal Note:

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

PC# 780122001 000

Date: May 3, 2022

RES # 20949
eRLA ID #: 507

| <u>Org Code/Description</u> | <u>Object Code/Description</u> | <u>From</u> | <u>To</u> |
|---|--|---------------------|---------------------|
| <u>050</u> <u>American Rescue Plan Fund</u> | | | |
| <u>7801</u> <u>ARPA Disadvantaged Communities</u> | <u>56790</u> <u>Other Contractual Services</u> | <u>\$ 2,400,000</u> | <u>\$ -</u> |
| <u>8002</u> <u>Harvesters</u> | <u>56789</u> <u>Outside Agency Funding</u> | <u>-</u> | <u>2,400,000</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u>\$ 2,400,000</u> | <u>\$ 2,400,000</u> |

Fiscal Note:

This expenditure was included in the Annual Budget

PC#

| <u>Org Code/Description</u> | <u>Object Code/Description</u> | <u>Not to Exceed</u> |
|---|--|----------------------|
| <u>050</u> <u>American Rescue Plan Fund</u> | | |
| <u>8002</u> <u>Harvesters</u> | <u>56789</u> <u>Outside Agency Funding</u> | <u>\$ 2,400,000</u> |
| <u> </u> | <u> </u> | <u> </u> |
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APPROVED

By Mark Lang at 9:36 am, May 03, 2022

Budget Office



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Rising Costs & the Ongoing Need for Food Assistance

Inflation is currently ravaging our country and our community. Our Jackson County neighbors are finding their dollars don't stretch as far as they used to. As of February, grocery prices were up 7.9% year-over-year and it is estimated to increase an additional 3-4% by the end of 2022. This rise in costs means families, children and seniors are having to make tough choices between buying food and other critical expenses like housing, utilities or medical care.

According to Feeding America's Map the Meal Gap, approximately 89,820 Jackson County residents were food insecure prior to COVID-19. While numbers have fluctuated, Harvesters is consistently seeing that the need for food assistance is 30% higher than it was prior to the pandemic. This means more than 100,000 Jackson County residents may not know where their next meal is coming from.

The Need:

Harvesters is uniquely situated to the task of providing resources to the underserved and provides an essential service throughout our 26-county service area in northwest Missouri and northeast Kansas. Harvesters distributes food and household products through a network of over 420 schools and 760 nonprofit agencies. Over 600 partner agencies are located in Jackson County and utilize Harvesters to order shelf-stable, highly desirable and nutritious food at no cost. Independent surveys show that 80% of Jackson County agencies report that if Harvesters were not available, it would have a major negative impact on their ability to deliver services to community members.

The Response:

Harvesters remains committed to providing food to anyone who finds themselves in need. Through our partner agency network, we will provide more than 20 million meals to Jackson County families, children and seniors throughout calendar year 2022.

The Cost:

The COVID-19 pandemic significantly disrupted Harvesters business model, which relied on donated food and volunteer labor. Since the pandemic began, Harvesters has been spending \$500,000 to \$800,000 each month to purchase shelf stable and other food items in short supply. Fewer volunteers has required the purchase more expensive "retail pack" produce, rather than bulk. Harvesters has also needed to utilize temporary labor and purchase special equipment.

The high price of food coupled with increases in fuel and freight costs, means the cost to feed neighbors in need has increased. Harvesters believes we will continue to need to make a significant volume of additional food purchases to meet the need.

Harvesters' mission is to feed hungry people today and work to end hunger tomorrow.

AMERICA

In calendar year 2022, we anticipate that Harvesters will spend a total of \$3.5 million in food purchases for distribution throughout Jackson County. Of that amount, \$2.4 million in food purchase is considered eligible for funding through the American Rescue Plan.

How To Help:

Financial support from the American Rescue Plan will allow Harvesters to meet the significant and costly need for emergency food assistance in our community and will support our Jackson County neighbors.

Harvesters is requesting that the Jackson County Legislature consider a grant of up to \$2.4 million in support of ARPA eligible food purchases for Jackson County residents. This support, along with the strong community support we have already received, will help us to continue to leverage our buying power to purchase the food that our network of partner agencies needs and will align with Jackson County's goal of using American Rescue Plan funds to help mitigate the continuing public health and economic impact of COVID-19.