

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing sections 5612., 5627., and 5628., Jackson County Code, 1984, relating to fireworks, and enacting, in lieu thereof, five new sections relating to the same subject.

ORDINANCE NO. 5091, April 30, 2018

INTRODUCED BY Dan Tarwater, III, County Legislator

WHEREAS, certain revisions to the code provisions regarding the distribution, sale, and use of fireworks in unincorporated Jackson County have been proposed; and,

WHEREAS, such revisions are in the best interests 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. Sections 5612., 5627., and 5628., Jackson County, 1984, is hereby repealed, and four new sections enacted in lieu thereof, to be known as sections 5612., 5613., 5614., 5627., and 5628., to read as follows:

5612. Fireworks.

Fireworks means and includes any combustible or explosive composition, or any substance or combination of substances or articles prepared for the purposes of producing a visible or audible effect by combustion, explosion, deflagration or detonation.

5612.1. Examples.

The term "fireworks" includes but is not limited to: Blank cartridges; toy pistols, toy cannons, toy canes or toy guns in which explosives are used; balloons which require fire underneath to propel them; fire crackers; torpedoes; sky rockets; roman candles; [dago bombs;] colored flares; colored cone fire; fire and torches; wheels; colored mines and shells; aerial bombs; missiles; and other devices, articles or tablets containing any explosives or flammable compound.

5612.2. Exclusions.

The term "fireworks" shall not include toy pistols, toy canes, toy guns or other devices in which paper caps are used containing not in excess of an average of twenty-five hundredths of a grain of explosive compound per cap.

5613. Person

The term "Person" includes individuals, partnerships, and corporations, both for-profit and not-for-profit.

[5626.2.] 5614 "Wholesale fireworks distributor" shall mean any organization which is in compliance as a licensed distributor, jobber, or wholesaler as set forth in chapter 320, Revised Statutes of Missouri, and regulations of the Missouri Department of Public Safety for the storage and wholesale and retail sale of permissible consumer fireworks.

Said organization must also be in compliance with section 144.083, Revised Statutes of Missouri.

5627. Exception, Seasonal Fourth of July Sales.

The retail sale of fireworks at temporary sites may be conducted by [non-profit organizations] Persons within the unincorporated areas of the County for a period of forty-five (45) days prior to the Fourth day of July of each year, said days beginning on the 21st day of May and including the first (1st), second (2nd), third (3rd) and fourth (4th) days of July and ending at 3:00 p.m. on the fifth (5th) day of July of each year upon issuance of a permit, renewable annually, from the County.

5627.1. Limitation on Number of Seasonal Sales Permits.

There will be a maximum of nine (9) permits issued [as the initial number of permits for local non-profit organizations] for seasonal retail sales at temporary sites [in 2009. Preference will be given to non-profit organizations located in Jackson County. After July 5, 2009]. Annually, the County Legislature may set by resolution, approved on or before 5:00 p.m. on February 28 of each year, an annual limit on the number of permits that may be issued which limit shall continue in effect until further resolution of the County Legislature.

5627.2. Permit, Application and Issuance.

Any [non-profit organization] Person desiring to sell or offer for sale permitted fireworks within the County shall make a timely, written application to the County for the issuance of a permit on a form to be provided by the Clerk of the Legislature.

5627.3. Procedures [for Initial Permits for 2009].

[Commencing with the 2009 permit year,] Any [qualified non-profit organization] Person will make application through the Clerk of the Legislature on or before [March 1] April 29 of each year. The Clerk shall notify the Legislature of the permits proposed to be issued. The Legislature may reject the issuance of any initial permit within 15 days of the notice from the Clerk. Any such Person [, firm or corporation] making application for a permit [in 2009 or subsequent years] shall accompany provide with the application [with] current proof of insurance which shall remain on file with the Clerk of the Legislature.

5627.3.1. Maintain Insurance.

The applicant shall maintain adequate insurance coverage for any liability that might arise from the sale and storage of the fireworks.

5627.3.2. Denial by Clerk; Zoning Requirements.

The denial of a fireworks permit shall be at the sole discretion of the Clerk based upon the foregoing requirements; and all applications must contain the name of the applicant and a detailed description of the proposed location and the provisions to be taken for fire protection under the Jackson County Code. Any site location is limited to property which is zoned for an appropriate agricultural, commercial, or industrial use and which has obtained any required special use permits or zoning variances; and the actual stand, tent, or facility shall meet the following conditions: it shall be at least fifty (50) from any [temporary or] permanent building, at least one hundred (100) feet from any adult entertainment business as defined and permitted under chapter 43 of the code, and at least one hundred feet from any commercial petroleum dispensing device (gas pump). The applicant must provide the Clerk with documentation of these facts.

5627.4 Hours of Operation

Temporary sites permitted under this section may open and operate between the hours of 7:00 am and 11:00 pm, except that on July 3 and July 4, such sites may be open until 1:00am (on July 5 in the case of July 4 operations):

[5627.5 Information Required for Approval.

In support of the application to the Clerk, the applicants are required to set forth the intended use of the funds produced from the fireworks sale, together with a proposal projecting the financial benefits from the operation of the fireworks stand, including the profit percentage expected by the applicant for the sale of the fireworks; and applicants shall satisfy the Clerk that all monies collected from the sale of fireworks will be the funds of the non-profit organization subject to payment of expenses.]

5627.5 Permit Renewals and New Applications.

In the event fireworks permits are available [for succeeding years], the Clerk shall give preference to applicants for a fireworks permit who were permit holders in the year [2009 or in the year] prior to the application. Applicants must complete and submit the application on or before April 29 of each year. The Clerk shall notify the Legislature of the available permits proposed to be issued on or before May 6. The Legislature shall have seven (7) days in which to reject any proposed permit. The Clerk shall issue the permits within seven (7) days following the seven day period. The Legislature is the sole judge of the basis for rejection of a proposed permit.

5627.6 Permits Non-Transferable.

All permits issued and approved by the Legislature are personal to the applicant and non-transferable. The sale of fireworks or operation of a facility for the sale

of fireworks by someone other than the license holder shall void the permit and cause forfeiture of the permit fee and constitute grounds for denial of any future permit.

5627.7 Distribution of Fees.

All fees collected from fireworks permits shall go to the General Fund.

5627.8 Application Fee.

Any such person[, firm or corporation] making application for a permit to the Clerk of the Legislature shall accompany said application with a fee of [five] seven hundred fifty dollars (\$[500]750.00) for each location that a permit is sought. If the issuance of the permit is denied by the Clerk or rejected by the Legislature, [four] six hundred (\$[4]600.00) of the [five hundred dollars (\$500.00)] fee shall be returned to the applicant with one hundred fifty dollars (\$1[0]50.00) retained by the Clerk as an administrative fee. If such application is approved, then the total fee shall be [five hundred dollars (\$500.00) which shall be] retained by the County.

[5627.9. Sales by Volunteers Required.

No non-profit organization shall allow anyone other than unpaid volunteers of said organization to participate in any respect in the sale of fireworks or operation of the place of sale.]

5628. Exception, Licensed Wholesale Distributor, Storage and Sale of Fireworks.

There will be a total of four (4) wholesale fireworks sales distributorship licenses issued from year-to-year for wholesale fireworks distributors for the purpose of storage and sale of consumer fireworks.

5628.1. Must be Licensed by State of Missouri.

Any wholesale fireworks distributor must be licensed by the State of Missouri to engage in the wholesale distribution and sale of fireworks and in good standing with the State of Missouri and the County regarding taxes and insurance.

5628.2. Located within County.

Any such wholesale fireworks distributor must make application to the Clerk of the Legislature on a form provided by the Clerk. Such distributor must have a permanent business location in Jackson County and its proposed sites for temporary operations must be physically located within the unincorporated area

of the County and owned or leased by the applicant [within] for at least one (1) year of the [adoption of this section] filing of the application.

5628.3. Application Fee.

The initial application fee will be \$1[0]500.00 for any proposed wholesale storage and sales location and an additional [five] seven hundred fifty dollars (\$[50]750.00) for each proposed retail sales location, including the retail sales at the wholesale location, if located in the unincorporated area of the County, for a total possible annual license fee of [three] four thousand five hundred dollars (\$[30]4500.00). The fee must accompany the application to the Clerk, with a copy to the Compliance Review Officer, on a form required by the Clerk. The Clerk and Compliance Review Officer shall review the application and notify the Legislature of the proposed issuance or denial of a license. The Legislature shall have fifteen (15) days in which to reject any proposed issuance. If denied by the Clerk or rejected by the Legislature, the sum of [two] three hundred dollars (\$[2]300.00) shall be retained by the Clerk as an administrative fee and the balance of one thousand [eight] two hundred dollars (\$[8]1,200.00) shall be refunded to the applicant. If such application is approved, then the total fee shall be [one thousand dollars (\$1,000.00) which shall be] retained by the County. If any proposed retail sales location is denied or rejected, [the sum of one dollars (\$100.00) shall be retained by the Clerk as an administrative fee and the balance

of four hundred dollars (\$400.00) shall be refunded to the applicant] a portion of the fee shall be refunded as described in section 5627.7.

5628.4. Zoning Requirements.

The grant or denial of a distributorship or retail license shall be at the sole discretion of the Clerk based upon the foregoing requirements; all applications must contain the name of the applicant and a detailed description of the proposed location and the provisions to be taken for fire protection under the Jackson County Code and State statutes or regulations. Any site location is limited to property which is zoned for an appropriate commercial or industrial use and any required special use permits or zoning variances. The applicant must provide the Clerk with documentation of these facts.

5628.5. Scope of Wholesale Distributor and Distributor Retail Licenses.

The distributorship license shall authorize the operation of one site for year-round wholesale storage, sale and distribution of fireworks. If eligible for the issuance of a distributorship license, the applicant may also apply for distributor retail licenses that authorizes on-site year-round distributor retail sales at the wholesale location as well as three distributor retail sales sites at permanent sites located within the unincorporated areas of the County for a total of four (4) year-round distributor retail sales locations for which a separate application or renewal fee must be paid.

5628.6. Distributorship License and Distributor Retail License Issuance.

[Commencing with the 2009 license year,] Any qualified distributor will make application through the Clerk of the Legislature on or before March 1 of each year. The Clerk shall notify the Legislature of the licenses proposed to be issued. The Legislature may reject the issuance of any initial license within 15 days of the notice from the Clerk. Any qualified distributor making application for a license [in 2009 or subsequent years] shall accompany the application with current proof of insurance which shall remain on file with the Clerk of the Legislature. In the event distributorship licenses for wholesale and retail sales are available for succeeding years, the Clerk shall give preference to applicants for a license who were license holders in the year [2009 or in the year] prior to the application. Applicants must complete and submit the application on or before March 1 of each year. The Clerk shall notify the Legislature of the available permits proposed to be issued on or before March 16. The Legislature shall have fifteen (15) days in which to reject any proposed permit. The Clerk shall issue the permits within thirty (30) days following the fifteen-day period. The Legislature is the sole judge of the basis for rejection of a proposed wholesale or retail license.

5628.7. Wholesale and Retail License Renewable Annually.

Wholesale fireworks distributor and distributor retail licenses shall be renewable annually by payment of the annual fees specified in this chapter [of one thousand

dollars (\$1,000.00) for each wholesale location and five hundred dollars (\$500.00) for each retail location for a total possible license renewal fee of three thousand dollars (\$3,000.00) subject to denial by the Clerk or rejection by the Legislature].

Effective Date: This Ordinance shall be effective immediately upon its passage by the County Executive.

APPROVED AS TO FORM:

Jay D. Harden
Chief Deputy County Counselor

W. Stephen Niles
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5091 introduced on April 30, 2018, was duly passed on _____, 2018 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. 5091.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing section 9501., Jackson County Code, 1984, relating to the Freedom Memorial Wall Commission and enacting, in lieu thereof, one new section relating to the same subject.

ORDINANCE NO. 5092, April 30, 2018

INTRODUCED BY Alfred Jordan, County Legislator

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

Section A. Enacting Clause. Section 9501., Jackson County Code, 1984, is hereby repealed and one new section enacted in lieu thereof, to be known as section 9501., to read as follows:

9501. Membership.

The County Executive shall appoint [~~eight (8)~~] eleven (11) members to the Commission subject to the disapproval of the Legislature. All members shall be residents of Jackson County. One member shall be a member of the County Legislature. All members shall be business, community, and/or neighborhood leaders, who possess significant knowledge about the civil rights movement and the contributions of African Americans and other minority groups to the history and development of Jackson County. The County Executive shall solicit nominations to the Commission from the Southern Christian Leadership Conference (SCLC), the National Association for the Advancement of Colored People (NAACP), the Metropolitan Organization for Racial and Economic Equity (MORE²), the Metropolitan Community Colleges, Penn Valley

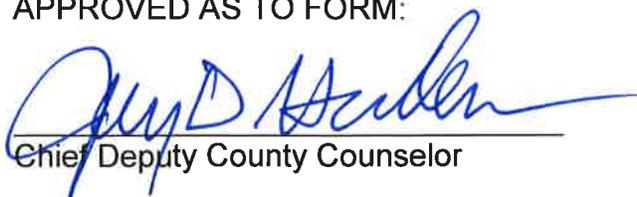
Campus, and neighborhood organizations within the County. The County Executive shall give the strongest possible consideration to the appointment of the presidents or other chief executive officers of the specific organizations named above to serve on the Commission.

9501.1 Term

Each member, except for the County Legislator member, shall serve a term of three years, and may be reappointed to two additional three-year terms. The County Legislator member shall serve a term coterminous with his or her term on the County Legislature.

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. 5092 introduced on April 30, 2018, was duly passed on _____, 2018 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 the Legislature

I hereby approve the attached Ordinance No. 5092.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE submitting to the qualified voters of Jackson County, Missouri, at the primary election to be held on August 7, 2018, six questions to amend the Jackson County Charter.

ORDINANCE NO. 5093, April 30, 2018

INTRODUCED BY Greg Grounds, County Legislators

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

Section 1. There are hereby submitted to the qualified voters of Jackson County, Missouri for approval or disapproval six questions to amend the 2010 Jackson County Charter, as set forth in this Ordinance, at the primary election to be held in Jackson County, Missouri, on the first Tuesday next following the first Monday in August, 2018.

Section 2. Subject to the approval of the qualified voters of Jackson County, Missouri, at the primary election to be held on August 7, 2018, the 2010 Jackson County Charter is hereby amended with amended sections to read as follows:

ARTICLE II.

COUNTY LEGISLATURE

Section 6. The members of the County Legislature shall be elected for terms of four years commencing on January 1, following their election, except for the first members of the County Legislature elected in the year 1972, who shall serve two-year terms. No member may serve more than two consecutive full terms commencing on or after January 1, 2019.

Section 13. A member of the County Legislature shall forfeit his or her office if

he or she:

1. Ceases to be a qualified voter of the county;
2. Removes his or her residence from the county or the district, or district-at-large from which he or she was elected;
3. Holds any other federal, state, county or municipal elective office;
4. Absents himself from more than four consecutive regular meetings of the County Legislature, unless excused by resolution of the County Legislature.
5. Owes Missouri state income tax or Missouri local tax which remains unpaid for more than twelve months after such tax debt becomes final under the law of the jurisdiction imposing such tax.
6. Accepts any loan, gift, or other item of value above \$500.00 from any employee, vendor, or contractor of the county.

Section 15. Members of the County Legislature shall receive an annual salary [of \$25.920] equal to one-third that of a circuit court judge of the State of Missouri.

Section 16. The County Legislature shall have the power, pursuant to and in conformity with the constitution, and without limiting the generality of the powers vested in the County Legislature by this charter, to:

1. Exercise all legislative powers now or hereafter conferred upon counties, county courts, county governing bodies and county officers by the constitution, by law, and by this charter, and to determine and make provision for any matter of county government not otherwise provided for herein, including any matter involved in the transition to the form of government provided by this charter.
2. Exercise and perform any and all powers of a non-legislative nature which it may possess and any and all other duties which it may need to or be required to perform by the constitution, by law or by this charter.
3. Exercise legislative power pertaining to public health, police and traffic, building construction, and planning and zoning, in the part of the county outside of incorporated cities, and exercise legislative power in the part of the county within incorporated cities, and on such other subjects as may be authorized by the constitution, by law or by county ordinance.

4. Disapprove, within fifteen days after notice is filed with the clerk of the County Legislature, the appointment of all directors of departments, officers, to include acting or interim directors and officers, and members of boards or commissions who are appointed by the County Executive, except the apportionment and reapportionment committees, and within thirty days after notice is filed with the Clerk of the County Legislature, orders of the County Executive that create, consolidate, abolish, or reorganize departments.

5. Make such rules and regulations as may be necessary or proper to establish and carry into effect the provisions of this charter and ordinances and provide for the enforcement of the charter and ordinances by appropriate penalties not exceeding for any one offense, a fine of one thousand dollars or imprisonment in the county jail for not more than one year, or by both such fine and imprisonment.

6. Adopt a budget, amend the adopted budget, and appropriate money for the payment of debts and expenses of the county and for any public purpose.

7. Provide for the assessment, levy, equalization and collection of all taxes now or hereafter authorized by the constitution or by law and prescribe a method or system to facilitate the assessment, calculation, extension and collection of taxes including the design of the books and forms and the purchase and installation of necessary devices.

8. Compromise taxes as provided by law.

9. Establish procedures for the safekeeping, deposit, investment and disbursement of all moneys in or due the county treasury and to require and prescribe the form of financial reports from the county officers and offices.

10. Borrow ninety-five percent, or the greatest amount authorized for any county by law, of the revenues of the county for the current fiscal year which have not been collected, as estimated in the manner provided by ordinance, plus any unencumbered balances for previous years in anticipation of the collection of the revenues for such year.

11. Call elections to submit to the voters propositions for the issuance of bonds of the county incurring indebtedness to provide funds for purposes authorized by the constitution, by law, or by this charter.

12. Call elections for any lawful purpose and establish election procedures not inconsistent with the constitution and applicable law.

13. Contract and be contracted with and to authorize the making of contracts on behalf of the county by county officers, and establish by ordinance authority,

limitations and procedures for making and review of such contracts.

14. Implement by ordinance the merit system established by this charter.

15. Set the compensation of members of boards and commissions, and of county officers and employees not under the merit system, whether or not this charter fixes any such compensation, except that the compensation of elective officers shall be fixed at least ten months prior to the election of such officers and shall not be increased or diminished during their term of office.

16. Require any county officer or employee, elected or appointed, before entering upon the duties of their office or service to give a corporate surety bond for the faithful performance thereof, in such penal sum as may be fixed by law or by the County Legislature, and to provide for the payment of the premium thereof out of county funds.

17. Make provision for the reasonable compensation for personal injury or death of any officer or employee of the county, or courts, arising out of and in the course of their employment and to contract for insurance for the payment of such compensation.

18. Establish health, hospitalization, compensation, insurance, pension and retirement plans, contributory or non-contributory, for officers and employees of the county, and courts, and their dependents or beneficiaries.

19. Establish plans calling for voluntary deductions from the salary or income of county and court employees and officers for purposes authorized by this charter, by law or by ordinance.

20. Employ such financial, research, legal, or other technical advisors as are necessary. Such employment may include all aspects of technical performance ordinarily and necessarily associated with the profession or technical craft engaged, including, but not limited to, the filing of lawsuits on behalf of the legislature and the conducting of audits.

21. Acquire property for county purposes.

22. Take and hold property in trust and provide for the administration thereof.

23. Exercise all the rights and powers of eminent domain, in the manner provided by law for the condemnation of land by public and private corporations and under such limitations as may be provided by law, to acquire by eminent domain such property or rights in property together with any grants and privileges in excess of that actually to be occupied by the public improvement or used in connection therewith, as is

reasonably necessary to effectuate the purposes intended, and to cause the fee simple title to such property or the control or the use thereof to be vested in the county, and to provide for the sale of excess property with such restrictions as shall be appropriate to preserve the improvements made.

24. Rent or lease county properties and rent or lease other property for county use, upon such terms and conditions and for such periods of time as the County Legislature may provide.

25. Dispose of any real property owned by the county, to the highest and best bidder by open and public competition unless made to the United States or any of its agencies or to the State of Missouri or any of its political subdivisions or municipalities, and authorize county officers to dispose of personal property upon terms advantageous to the county.

26. Establish, acquire, open, locate, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct and maintain public easements, rights of way, public highways, roads, streets, boulevards, parkways, sidewalks, alleys, bridges and viaducts, establish procedures therefore and regulate the use thereof and to limit access to, from and across public highways, roads, streets, boulevards, and parkways for the public interest and safety.

27. Collect and dispose of sewage, waste and refuse, or license and regulate such collection and disposal.

28. Provide for fire protection, public water supply, streets, sidewalks, street lighting, sewers, sewage disposal facilities, garbage and refuse collection and disposal and kindred facilities, and to provide for the payment of the costs thereof by special assessment, general taxation or by funds derived from bonds binding the income from the facility or by general obligation bonds binding the county or the property in any benefit district created by ordinance, and to create benefit districts for such purposes.

29. Acquire, establish and provide by contract or otherwise for the planning, development, construction, maintenance and operation of a system of parks, parkways, recreation, conservation, forest, scenic and historic sites, and related facilities and concessions.

30. Establish and provide for the enforcement of all necessary regulations to protect and promote public health and to control the ecology and environment.

31. Acquire, establish, construct, equip, improve, extend, repair, maintain, manage and operate hospitals, sanitariums and clinics owned, supported or controlled by the county, and to enact ordinances and regulations under which patients who are able to do so pay in whole or in part for their care and treatment.

32. Provide the terms upon which the county shall perform any services and functions of any municipality or political subdivision in the county, except school districts, when accepted by a vote of the majority of the qualified electors voting thereon in such municipality or political subdivision, or in such other manner as may be hereafter authorized by the constitution or by law; and cooperate and contract with the municipalities or other political subdivisions in the county as otherwise authorized by the constitution or by this charter.

33. Contract and cooperate with any other county, municipality, or political subdivision of the State of Missouri, or with other states or their municipalities, counties, or political subdivisions, or with a duly authorized agency of the State of Missouri or other states, or of the United States, or with any elective or appointive official of any of them, or with any private person, firm, association, corporation, or foundation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a service or function, provided that the subject and purposes of any such contract or cooperative action made and entered into by the county shall be within the scope of the powers of the county; and to accept in the name of the county, gifts, devises, bequests, and grants-in-aid from any city, county, state or political subdivision or agency thereof, or from the United States or any agency thereof, or from private persons, firms, associations, corporations, or foundations.

34. Establish and collect fees for licenses, permits, inspections, and services performed by county officers and employees; require all fees to be accounted for and paid into the county treasury; license, tax, and regulate all businesses, occupations, professions, vocations, and activities, to the extent authorized by the constitution or by law.

35. Establish procedures for the conduct of investigations by the County Legislature or any of its committees of any question or matter on which the County Legislature may lawfully take action, including but not by way of limitation, the power to issue subpoenas for witnesses and subpoenas duces tecum for books, records and documents; provide penalties for the failure to answer any subpoena or subpoena duces tecum; provide for the service of said subpoenas or subpoenas duces tecum.

36. Investigate the official conduct or the accounts and affairs of any department, office, officer, or employee of the county or any office or officer of any special district, and of any institution, agency, organization, or person to whom or to which the county appropriates money.

37. Refer any ordinance to the qualified voters of the county either at a regular or special election called by the County Legislature. Any ordinance so referred shall become effective when approved by a majority of the qualified voters voting thereon at the election and not otherwise.

38. Adopt codes, standards, or regulations prepared by a national technical trade or a service or professional association, the State of Missouri, or any of its agencies, or the United States, or any of its agencies, relating to traffic, building, planning, electrical installations, fire prevention, food products, air and water pollution, and all other subjects which the county has power to regulate, provided that a copy of every such code, standard or regulation as adopted and in effect shall be kept in the office of the clerk of the County Legislature and be open to public inspection.

39. Provide for disaster planning and civil defense as required by law or deemed appropriate.

40. Establish and maintain, or provide for the financial support of, programs providing legal aid or services in both civil and criminal matters to indigent persons in the county.

41. Provide for a county plan for the physical development of the county, which plan shall set forth policy regarding the physical development and improvement of the county, including recommendations for the most desirable use of land within the county for residential, recreational, agricultural, commercial, industrial and other purposes, for the most desirable density of population in the county; for a system of principal thoroughfares, highways, streets and other public ways; systems of public or mass transportation; for airports, parks, playgrounds, and other public open spaces; for the general location, relocation and improvement of public buildings; for the general location and extent of public utilities and terminals, whether publicly or privately owned, for water, sewerage, light, power, transit, and other purposes; for adequate drainage facilities and control; and for such other matters as may be beneficial to the county. The county plan shall contain a statement of the objectives, standards and principles sought to be embodied therein. The plan shall be based on studies of physical, social, ecological, economic, and governmental conditions and trends and shall be designed to assure the coordinated development of the county and to promote the general welfare and prosperity of its people. Any such plan may deal generally with any subject matter authorized by law to be dealt with in county plans.

42. Make all necessary or proper provisions for carrying into execution the foregoing powers.

43. Exercise all powers and duties of counties and county officers as prescribed by law, the exercise of which is not otherwise provided for in this charter.

ARTICLE III.

COUNTY EXECUTIVE

Section 1. The executive power of the county shall be vested in a County Executive. The County Executive shall be elected for a term of four years, and shall take office on January 1 following his or her election. No County Executive may serve more than two consecutive full terms commencing on or after January 1, 2019.

Section 2. The County Executive shall be a qualified voter of the county and shall have been domiciled in the county for at least three years before assuming office. The County Executive shall forfeit office if he or she:

1. Ceases to be a qualified voter of the county;
2. Removes his or her residence from the county;
3. Holds any other federal, state, county, or municipal elective office;
4. Owes state Missouri state income tax or Missouri local tax which remains unpaid for more than twelve months after such debt becomes final under the law the jurisdiction assessing such tax.
5. Accepts any loan, gift, or other item of value above \$500.00 from any employee, vendor, or contractor of the county.

Section 6. The County Executive, in addition to other powers and duties provided in this charter, shall have the power to:

1. Appoint, subject to the County Legislature's power of disapproval, directors of departments, interim directors, officers not otherwise provided for, members of boards and commissions, and acting officers to fill any vacancy in any appointive or elective office, except that of county legislator; the County Executive shall file written notice of such appointments with the clerk of the County Legislature.

2. Employ experts and consultants in connection with any of the functions of the county, and ensure that all professional services contracts over \$5,000, except in emergency situations, follow a competitive process to determine award of the contract,

and are submitted to the County Legislature for approval within ten days of the proposed contract award.

3. Coordinate and supervise the work of the departments, officers and agencies of the county subject to his or her control.

4. Transfer employees from one department to another department to promote efficiency and economy. If the employee reports to the County Legislature, sheriff, prosecuting attorney, or circuit court, the transfer shall require the approval of the applicable office holder or presiding judge of the circuit court.

5. Execute and enforce the provisions of this charter, and the ordinances, resolutions and policies of the County Legislature, and the laws of the state pertaining to the government of the county; see that all contracts with the county are faithfully performed and cause to be instituted in the name of the county appropriate actions thereon.

6. Attend meetings of the County Legislature and participate in its discussions without vote.

7. Recommend to the County Legislature such measures as may, in his or her opinion, tend to improve the county government and the general well being of the people; submit to the County Legislature an annual report of the affairs of the county; promote, encourage and participate in cooperative relationships between the county and political subdivisions and governmental bodies and agencies, either within or outside the county or state in matters relating to public health, ecology, highways, sewers, parks, safety, public welfare, and any and all other functions for the welfare of the people of Jackson County.

8. Investigate any matter or circumstance having to do with the operation of the county government, and examine witnesses, parties and others on oath or affirmation touching any matter or circumstance in the examination of any payroll, account, demand or claim against the county, and have access to all county books, records and papers kept by county officers and employees.

9. Correct errors in assessment and tax records and report any such correction to the County Legislature within thirty days thereof.

10. Represent the county and perform such other duties as may be prescribed by this charter or be required of the County Executive by ordinance or resolution of the County Legislature or as may be implied by the powers and duties specified in this charter, by law or by ordinance.

11. Establish by County Executive order from time to time systems of

administrative organization in the departments which shall be as uniform as the various departmental functions will permit.

12. Submit to the County Legislature for approval by ordinance an annual balanced budget at the time and in the manner provided in this charter and by ordinance.

Section 7. The County Executive shall devote full time to the duties of the office, and shall receive an annual salary [of \$108,000] equal to that of a judge of the Missouri Court of Appeals.

ARTICLE IV.

DEPARTMENTS

Section 7. The County Executive shall provide for the administration and maintenance of all county roads, highways, streets, sewers, bridges, dams and shall operate and maintain all county buildings, physical facilities and public works equipment and perform all other duties prescribed by law, except as otherwise specifically provided in this charter. The County Executive shall designate a County Engineer who shall be a registered civil engineer to oversee the construction of county infrastructure.

ARTICLE V.

CHARTER OFFICERS

Section 1. The Prosecuting Attorney shall be elected at the general election in 1972, and every four years thereafter. The Prosecuting Attorney shall take office on January 1 following his or her election. The Prosecuting Attorney shall have been admitted to practice law in the State of Missouri, shall be a qualified voter, and shall have been domiciled in the county for at least three years before assuming office. No Prosecuting Attorney may serve more than three consecutive full terms commencing on or after January 1, 2021. The Prosecuting Attorney shall forfeit office if he or she:

1. Ceases to be a qualified voter of the county;
2. Removes his or her residence from the county;
3. Holds any other federal, state, county, or municipal elective office;
4. Owes state Missouri state income tax or Missouri local tax which remains unpaid for more than twelve months after such debt becomes final under the law the jurisdiction assessing such tax.

5. Accepts any loan, gift, or other item of value above \$500.00 from any employee, vendor, or contractor of the county.

Section 3. The Prosecuting Attorney shall possess and exercise all the powers and duties now or hereafter given to that office by the constitution, by law or by ordinance, including, but not limited to the exclusive oversight of and supervision and contracting authority over any countywide anti-drug/anti-crime sales tax imposed pursuant to section 67.547 of the Revised Statutes of Missouri. The Prosecuting Attorney may independently contract for services to support the Prosecuting Attorney's Office, in compliance with Missouri law and county ordinances governing contracts, without the approval of, or review by, the County Executive, provided that any such contract in excess of \$10,000 shall be submitted to the County Legislature for approval. The Prosecuting Attorney shall appoint a lawyer or lawyers to prosecute cases arising in the County Municipal Court.

Section 5. The Prosecuting Attorney shall devote full time to the duties of the office, and shall receive an annual salary [of \$108,436] equal to that of a judge of the Missouri Court of Appeals.

Section 6. The County Counselor shall be appointed by the County [Executive, as provided in this charter] Legislature from a panel of three nominees submitted by the County Executive, for a term of four years which shall run concurrent with the term of the County Executive. The County Counselor shall devote full time to the office, and shall be the county's attorney and counselor at law. The County Counselor may be removed by the County [Executive] Legislature at any time [for cause, subject to disapproval by the County Legislature within fifteen days after notice is filed with the Clerk of the County Legislature] with the affirmative vote of seven of its members. The County Counselor shall appoint or designate persons to serve as associate and assistant counselors and staff as may be authorized by county ordinance, either by appointment or by contract.

Section 7. The County Counselor and assistants under his or her direction shall have charge of and conduct all of the civil law business of the county, and the departments, officers, boards and commissions, institutions and agencies thereof. The County Counselor shall upon request furnish written opinions to any county officer or department. The County Counselor shall prepare or approve as to form all leases, deeds, contracts, bonds, ordinances, rules, regulations, drafts of legislation, and other instruments relating to the business of the county. The County Counselor shall institute and prosecute all proceedings for collection of delinquent taxes [and violations of county ordinances]. The County Counselor shall not institute any lawsuit to which the County Legislature is a party without the consent of the County Legislature. The County Counselor shall enter into no contract for legal or other services until such contract has

been approved by the County Legislature.

ARTICLE VII.

LAW ENFORCEMENT

Section 1. The Sheriff shall be elected for a term of four years at the general election in 1972, and every four years thereafter. The Sheriff shall take office on January 1 following his or her election. The Sheriff shall be a qualified voter and shall have been domiciled in the county for at least three years before assuming the office. Effective January 1, 1979, the Sheriff further shall have met, prior to filing for office, the training qualifications required by state law of police officers serving in first class charter counties. No person shall be eligible for the office of Sheriff who has been convicted of a felony. No Sheriff may serve more than three consecutive full terms commencing on or after January 1, 2021. The Sheriff shall forfeit office if he or she:

1. Ceases to be a qualified voter of the county;
2. Removes his or her residence from the county;
3. Holds any other federal, state, county, or municipal elective office;
4. Owes state Missouri state income tax or Missouri local tax which remains unpaid for more than twelve months after such debt becomes final under the law the jurisdiction assessing such tax.
5. Accepts any loan, gift, or other item of value above \$500.00 from any employee, vendor, or contractor of the county.

Section 4. The Sheriff shall have supervision, management and control of his or her deputies, the county highway patrol, and police officers appointed by him or her, and shall be responsible for the efficient and effective administration and performance of the duties, powers and functions of protecting rights and suppression of crime and other policing and law enforcement, including traffic patrol, in the county. The Sheriff shall have exclusive supervision, management, and control of the county detention center and any other detention facilities operated by the county, subject only to approval of contracts and budgets by the County Legislature. The Sheriff may independently contract for services to support the Sheriff's office, in compliance with Missouri law and county ordinances governing contracts, without the approval of or review by the County Executive, provided that any such contract in excess of \$10,000 shall be submitted to the County Legislature for approval.

Section 6. The Sheriff shall devote full time to the duties of the office, and shall receive an annual salary [of \$84,339] equal to that of a judge of the Missouri Court of Appeals.

Section 7. The County Legislature may establish a County Municipal Court consistent with state statutes in which court the [County Counselor] Prosecuting Attorney will prosecute (a) violations of county ordinances [and (b) other non-felony complaint referrals to the County Counselor from the Jackson County Prosecuting Attorney].

The County Executive shall appoint the County Municipal Court Judge, subject to disapproval by the County Legislature within fifteen days after notice is filed with the Clerk of the County Legislature. Any judge appointed to the County Municipal Court shall be licensed to practice law in the state of Missouri, shall be a resident of the county, and shall serve for a term of two (2) years but may be removed sooner, with or without cause, by the County Executive. The County Municipal Court Judge shall have at least three years' experience as a municipal court judge in the county. The County Executive may appoint temporary or acting judges in order to handle the work of the court during the disability or absence of a County Municipal Court Judge; said appointment may be made by the County Executive prior to any disability or absence of a County Municipal Court Judge when possible. No temporary or acting judge shall be appointed for a term longer than two (2) years but may be removed sooner, with or without cause, by the County Executive.

Section 3. The qualified voters at said election shall vote by ballot and the ballots to be used at said election shall contain the following language:

**JACKSON COUNTY, MISSOURI
QUESTION # 1
PRIMARY ELECTION
AUGUST 7, 2018
OFFICIAL BALLOT**

Shall Article II of the Jackson County Charter, adopted by vote on November 3, 1970, and as amended in public vote on August 8, 1978, April 2, 1985, November 4, 1986, August 2, 1994 and August 3, 2010, be amended in various sections, to provide term limits for member of the County Legislature, to modify the specific circumstances under which members of the County Legislature shall forfeit office, to provide a salary increase for members of the County Legislature, to grant the County Legislature the power to disapprove the County Executive's appointment of acting or interim department directors and other officers, to grant the County Legislature the power to amend the adopted county budget, and to clarify the authority of advisors employed by the County Legislature?

YES

NO

If you are in favor of the question, place an "x" in the box opposite "Yes." If you are opposed to the question, place an "x" in the box opposite "No."

**JACKSON COUNTY, MISSOURI
QUESTION # 2
PRIMARY ELECTION
AUGUST 7, 2018
OFFICIAL BALLOT**

Shall Article III of the Jackson County Charter, adopted by vote on November 3, 1970, and as amended in public vote on August 8, 1978, April 2, 1985, November 4, 1986, August 2, 1994 and August 3, 2010, be amended in various sections to provide term limits for the County Executive, to set out specific circumstances under which the County Executive shall forfeit office, to restrict the power of the County Executive to employ experts and consultants, to require the County Executive to notify the County Legislature of any correction of errors in assessment and tax records, and to provide a salary increase for the County Executive?

YES

NO

If you are in favor of the question, place an "x" in the box opposite "Yes." If you are opposed to the question, place an "x" in the box opposite "No."

**JACKSON COUNTY, MISSOURI
QUESTION # 3
PRIMARY ELECTION
AUGUST 7, 2018
OFFICIAL BALLOT**

Shall Article IV and Sections 1, 4, and 6 of Article VII of the Jackson County Charter, adopted by vote on November 3, 1970, and as amended in public vote on August 8, 1978, April 2, 1985, November 4, 1986, August 2, 1994 and August 3, 2010, be amended in various sections to provide term limits for the Sheriff, to set out specific circumstances under which the Sheriff shall forfeit office, to grant the Sheriff the duty and authority to operate the county detention center and other detention facilities, to grant the Sheriff limited authority to enter into contracts to support the Sheriff's Office, and to provide a salary increase for the Sheriff?

YES

NO

If you are in favor of the question, place an "x" in the box opposite "Yes." If you are opposed to the question, place an "x" in the box opposite "No."

**JACKSON COUNTY, MISSOURI
QUESTION # 4
PRIMARY ELECTION
AUGUST 7, 2018
OFFICIAL BALLOT**

Shall Sections 1, 3, and 5 of Article V of the Jackson County Charter, adopted by vote on November 3, 1970, and as amended in public vote on August 8, 1978, April 2, 1985, November 4, 1986, August 2, 1994 and August 3, 2010, be amended, in various sections to provide term limits for the Prosecuting Attorney, to set out specific circumstance under which the Prosecuting Attorney shall forfeit office, to grant the Prosecuting Attorney broad authority over the County's anti-drug/anti-crime sales tax subject to limited legislative oversight, to grant the Prosecuting Attorney sole authority to prosecute cases in County Municipal Court, and to provide a salary increase for the Prosecuting Attorney?

YES

NO

If you are in favor of the question, place an "x" in the box opposite "Yes." If you are opposed to the question, place an "x" in the box opposite "No."

**JACKSON COUNTY, MISSOURI
QUESTION # 5
PRIMARY ELECTION
AUGUST 7, 2018
OFFICIAL BALLOT**

Shall Sections 6 and 7 of Article V of the Jackson County Charter, adopted by vote on November 3, 1970, and as amended in public vote on August 8, 1978, April 2, 1985, November 4, 1986, August 2, 1994 and August 3, 2010, be amended, in various sections, to grant the County Legislature the power and duty to appoint and authority to remove the County Counselor and to restrict the County Counselor's authority to enter into contracts for legal service and to file lawsuits involving of the County Legislature?

YES

NO

If you are in favor of the question, place an "x" in the box opposite "Yes." If you are opposed to the question, place an "x" in the box opposite "No."

**JACKSON COUNTY, MISSOURI
QUESTION # 6
PRIMARY ELECTION
AUGUST 7, 2018
OFFICIAL BALLOT**

Shall Section 7 of Article VII of the Jackson County Charter, adopted by vote on November 3, 1970, and as amended in public vote on August 8, 1978, April 2, 1985, November 4, 1986, August 2, 1994 and August 3, 2010, be amended to modify the qualifications for appointment as Judge of the County Municipal Court?

YES

NO

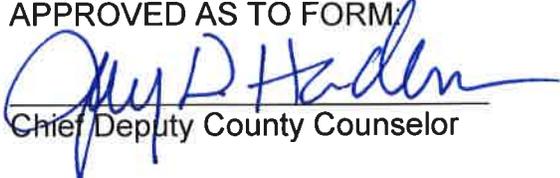
If you are in favor of the question, place an "x" in the box opposite "Yes." If you are opposed to the question, place an "x" in the box opposite "No."

Section 4. If a majority of the qualified voters voting at said election shall vote in favor of the approval of this Ordinance, the amended provisions shall be binding and shall become effective immediately, subject to transition provisions contained herein.

Section 5. The Clerk of the Legislature is hereby authorized and directed to notify the Jackson County and Kansas City Boards of Election Commissioners of the adoption of this Ordinance no later than 4:00 p.m. on May 29, 2018, and to include in said notification all of the terms and provisions required by §115.125, RSMo 2018.

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. 5093 introduced on April 30, 2018, was duly passed on _____, 2018 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.5093.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, April 30, 2018, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19845, April 30, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, April 30, 2018, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

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

WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,

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. 19845 of April 30, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION partially rescinding Resolution 19786, dated March 26, 2018, and awarding a three-year contract for the maintenance of HVAC equipment to Johnson Controls, Inc., of Lenexa, KS, under the terms and conditions set forth in U.S. General Services Administration Contract No. GS-06F-0060P, an existing government contract, at an actual first-year cost to the County not to exceed \$7,396.00.

RESOLUTION NO.19846, April 30, 2018

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Facilities Management Division of the Public Works Department has a need for HVAC products, installation, and service to maintain its current Johnson Controls HVAC products and systems; and,

WHEREAS, under section 1030.4, Jackson County Code, 1984, the Department of Finance and Purchasing recommends a three-year planned service agreement with Johnson Controls, Inc., of Lenexa, KS, under the terms and conditions of U.S. General Services Administration Contract GS-06F-0060P; and,

WHEREAS, the Department recommends award under section 1030.4 for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, under the proposed agreement, the first-year cost to the County would be \$7,396.00, with price increases of up to 3% permitted in each of the two subsequent years; and,

WHEREAS, it is appropriate that Resolution 19786, dated March 26, 2018, which previously awarded a one-year contract for these services, be rescinded; now therefore,

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

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

BE IT FURTHER RESOLVED that the portion of Resolution 19786, dated March 26, 2018 that awarded the previous contract, be and hereby is rescinded.

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. 19846 of April 30, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 1204 56790
ACCOUNT TITLE: General Fund
Facilities Mgmt.
Other Contractual Svc
NOT TO EXCEED: \$7,396.00

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

Date

Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

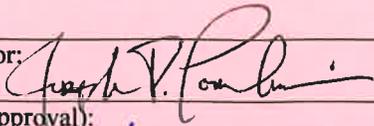
Completed by County Counselor's Office:

Res/Ord No.: 19846

Sponsor(s): Greg Grounds

Date: April 30, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase of a three year Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions of General Service Administration contract GS-06F-0060P , and existing other government contract, for HVAC Products, Installation and Service for use by the Facilities Management Division of Public Works.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$7,396.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$7,396.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$7,396.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: General Fund – Facilities Management KC – Other Contractual Services</td> <td>\$7,396.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use:</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$7,396.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$7,396.00	Amount budgeted for this item * (including transfers):	\$7,396.00	Source of funding (name of fund) and account code number: General Fund – Facilities Management KC – Other Contractual Services	\$7,396.00
Amount authorized by this legislation this fiscal year:	\$7,396.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$7,396.00										
Amount budgeted for this item * (including transfers):	\$7,396.00										
Source of funding (name of fund) and account code number: General Fund – Facilities Management KC – Other Contractual Services	\$7,396.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): N/A 19786, 3/26/2018</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p>										
REQUEST SUMMARY	<p>The Planned Service Agreement for the Facilities Management Division of Public Works would provide regular software upgrades and service for the HVAC systems at the Downtown Kansas City Courthouse. The proposed Planned Service Agreement is for three years, with a 3% price increase applied to each subsequent year. Future years are subject to appropriation.</p> <p>The Purchasing Department is seeking legislative approval due to 1) the insurance release clause in Paragraph G on Page 14 of 20, and 2) the indemnity language that in Paragraph H beginning on Page 15 of 20.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of the Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions of term and supply contract GS-06F-0060P for HVAC Products, Installation and Service for use by the Facilities Management Division of Public Works.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office): N/A</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals</p>										
ATTACHMENTS	<p>Recommendation Memo from Joseph Tomlinson of Facilities Management, Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS.</p>										

REVIEW	Department Director: 	Date: 04/23/18
	Finance (Budget Approval): <i>If applicable</i> 	Date: 4/23/18
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY Facilities Management Division

Jackson County Courthouse
415 East 12th Street, Third Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

From: Joseph Tomlinson, Facilities Management Administrator

To: Katie Bartle, Senior Buyer, Purchasing Department

Date: 03/01/2018

Subject: Johnson Controls Service Agreement Proposal

Katie,

This memorandum is being prepared and submitted in response to your request for information regarding a proposed Service Agreement with Johnson Controls (JCI). JCI is a current Term and Supply vendor responsible for supplying HVAC software and hardware to Jackson County's Downtown Kansas City Courthouse.,

While we have stationary building operators on staff to attend to preventative maintenance and repair of hardware, HVAC systems are controlled by a software program that requires vendor-assisted upgrades and service. A service agreement such as the one being proposed would allow for the vendor to respond to sites and insure physical machinery is functioning properly, as well as providing for software upgrades and calibrations. The Facilities Management Division feels this function is essential to the maintenance of Jackson County buildings.

Thank you for your consideration in this matter,

Sincerely,

Joseph Tomlinson
Facilities Management Administrator
816.881.3748 (desk)
816.217.9310 (mobile)

Planned Service Proposal



CUSTOMER
JACKSON COUNTY COURTHOUSE

LOCAL JOHNSON CONTROLS OFFICE
JCI Kansas City (N42)

AGREEMENT START DATE:
3/1/2018

PROPOSAL DATE:
02/26/2018

ESTIMATE NO:
1-Q9WOR1R



Partnering with you to deliver value-driven solutions

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.



Executive Summary

PLANNED SERVICE PROPOSAL FOR JACKSON COUNTY COURTHOUSE

Dear Mr. Tomlinson,

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 your Metasys Building Automation- Starting 3/1/18 and ending 2/28/2021.
- The agreement price for first year is \$7,396; 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,

Ricky Bellinger
(816) 520-5311

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.

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 Plan Methodology

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.

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.

We'll be your building technology services partner

Planned Service Agreement

Customer Name : JACKSON COUNTY
Address: 415 E 12TH ST KANSAS CITY,MO 64106-2706
Proposal Date: 02/26/2018
Estimate #: 1-Q9WOR1R

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 / Automatic Renewal

This Agreement takes effect on 3/1/2018 and will continue until 2/28/2021 ("Original Term").

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 1st year of the Original Term is \$7,396. This amount will be paid to JCI in annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

Jackson County Courthouse
415 E 12TH ST KANSAS CITY, MO 64106-2706
Attn Accounts Payable

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

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

JOHNSON CONTROLS Inc.

By: Patrick McGuire

By: _____

Signature: _____

Signature: _____

Title: Sales Manager/Market Director

Date: _____

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

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

Year	Total Annual Dollar Amount	Payment Frequency
Year 1	\$7,396	Annual
Year 2	\$7,617	Annual
Year 3	\$7,846	Annual

*3% annual escalation applied to all multi-year contracts

Schedule A - Equipment List

JACKSON COUNTY, MISSOURI	415 E 12TH ST KANSAS CITY, MO 64106-2706
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Quarterly Visit- Controls
Quantity: 4

Services Provided
8 hrs Control Tech

Block Hours - Controls
Quantity: 16
Coverage Level: Basic

Services Provided
1 hr Control Tech

Special Additions and Exceptions

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

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 provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

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. CONNECTED SERVICES. If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.

5. 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 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.

6. 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 terms of this Agreement.

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) 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 OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any

adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

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. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. 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.**

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; and
- (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.

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 J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. 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 WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (K) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

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. TERMINATION

1. 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.
2. If either party fails to perform any of its 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.
3. 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. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any 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.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

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 TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at <http://www.johnsoncontrols.com/buildings/legal/digital>. Such applicable software product and digital services terms are incorporated by reference herein.

Q. 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,

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR JACKSON COUNTY

unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. 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.

**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

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR JACKSON COUNTY

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.

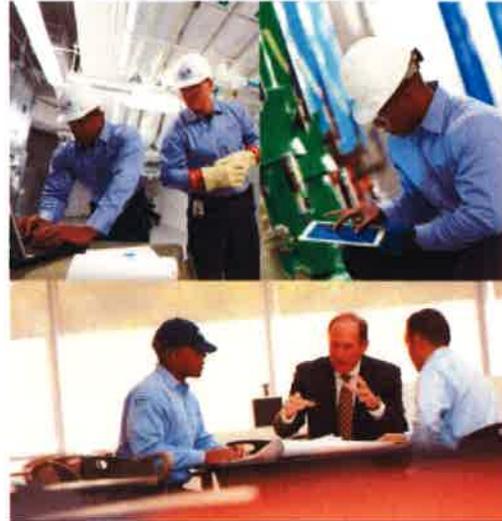
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Planned Service Proposal



Res. 19786

CUSTOMER JACKSON COUNTY COURTHOUSE
LOCAL JOHNSON CONTROLS OFFICE JCI Kansas City (N42)
AGREEMENT START DATE: 3/1/2018
PROPOSAL DATE: 02/26/2018
ESTIMATE NO.: 1-Q9WOR1R



Partnering with you to deliver value-driven solutions

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.



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$4,200.00 within the 2018 General Fund to cover the cost of wellness initiative awards for participating County associates.

RESOLUTION NO.19847, April 30, 2018

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such Reserve Account within the 2018 General Fund are needed to cover the cost of wellness initiative awards for participating associates; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the General Fund are required to be designated for use by the Human Resources Department for the 2018 wellness initiative contest; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Human Resources Department within the 2018 budget; and,

WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to certain budget line items in the non-department budget or otherwise for calendar year 2018 by the County's Finance and Purchasing Department; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the Jackson County budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby is authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Reserve 001-8006	56835 – Reserve Operating	\$4,200	
Non-Departmental 001-5101	56711 – Wellness Incentive		\$4,200

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. 19847 of April 30, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the Jackson County budget management system so that the funds are available for immediate use and expenditure are available in the source indicated below.

ACCOUNT NUMBER: 001 8006 56835
ACCOUNT TITLE: General Fund
Reserve Operating
NOT TO EXCEED: \$4,200.00

Date

Chief Administrative Officer

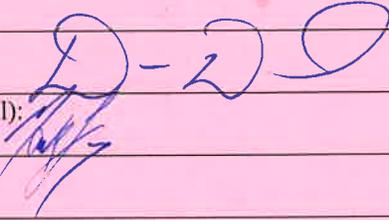
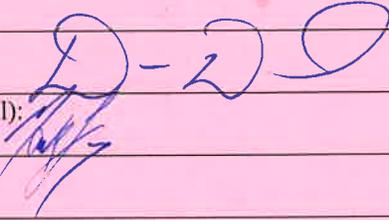
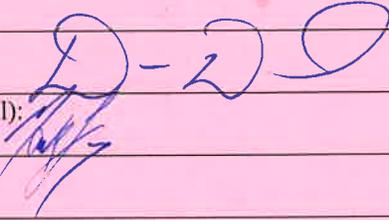
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19847

Sponsor(s): Crystal Williams

Date: April 30, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution to transfer \$4,200 within the General Fund for incentives for Jackson County associates participating in 2018 Wellness Initiative.</u></p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$4,200</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$4,200</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM ACCT: 001-8006-56835 General Fund – Reserve – Reserve-Operating</td> <td style="text-align: right; vertical-align: bottom;">AMOUNT \$ 4,200</td> </tr> <tr> <td>TO ACCT: 001-5101-56711 General Fund – Non-Departmental – Wellness Incentive</td> <td style="text-align: right; vertical-align: bottom;">AMOUNT \$ 4,200</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): \$ N/A Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$4,200	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$4,200	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM ACCT: 001-8006-56835 General Fund – Reserve – Reserve-Operating	AMOUNT \$ 4,200	TO ACCT: 001-5101-56711 General Fund – Non-Departmental – Wellness Incentive	AMOUNT \$ 4,200
Amount authorized by this legislation this fiscal year:	\$4,200												
Amount previously authorized this fiscal year:	\$												
Total amount authorized after this legislative action:	\$4,200												
Amount budgeted for this item * (including transfers):	\$												
Source of funding (name of fund) and account code number; FROM ACCT: 001-8006-56835 General Fund – Reserve – Reserve-Operating	AMOUNT \$ 4,200												
TO ACCT: 001-5101-56711 General Fund – Non-Departmental – Wellness Incentive	AMOUNT \$ 4,200												
PRIOR LEGISLATION	<p>Prior ordinances and (date): N/A Prior resolutions and (date): N/A</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Dennis Dumovich Director of Human Resources 816-881-3140</p>												
REQUEST SUMMARY	<p>Draw monthly winners based on established criteria.</p> <p>May – December (8 months) = 5 winners of \$105 Gross (approx. \$75 Net) = \$4,200</p> <p>Total Cost \$4,200.00</p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
ATTACHMENTS	<p>Please see attachments.</p>												
REVIEW	<table border="1" style="width: 100%;"> <tr> <td>Department Director:</td> <td style="text-align: center;"></td> <td>Date: 4/23/18</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td></td> <td>Date: 4/23/18</td> </tr> <tr> <td>Division Manager:</td> <td></td> <td>Date:</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table>	Department Director:		Date: 4/23/18	Finance (Budget Approval): <i>If applicable</i>		Date: 4/23/18	Division Manager:		Date:	County Counselor's Office:		Date:
Department Director:		Date: 4/23/18											
Finance (Budget Approval): <i>If applicable</i>		Date: 4/23/18											
Division Manager:		Date:											
County Counselor's Office:		Date:											

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Jackson County – Myinteria Prize Money

Myinteria.com is the wellness portal for our activity tracker data and challenges.

Associates will automatically be entered into the end of the month drawing if they have met the requirement for that month. There will be five winners of \$75 [Net] drawn each month, May - December.

May	Registered an account with myinteria.com and have accumulated points
June	Achieved Special Challenge Goal
July	Completed Health Pulse Questionnaire
August	Reached Bronze
September	Reached a Half a Million Steps
October	Listed in Top 100 [Point Achievers]
November	Achieved Special Challenge Goal
December	Reached Silver

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute cooperative agreements with certain municipalities within Jackson County for the purpose of funding their 2018 Drug Abuse Resistance Education (DARE) and related programs, at an aggregate cost to the County not to exceed \$1,135,463.00.

RESOLUTION NO. 19848, April 30, 2018

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, COMBAT staff reviewed requests by certain municipalities for 2018 DARE and related program funding and provided funding recommendations to the Jackson County Drug Commission on April 13, 2018, for the 2018 calendar year; and,

WHEREAS, COMBAT staff and the Drug Commission now recommend these school-based drug prevention programs be funded in the following amounts:

<u>MUNICIPALITY</u>	<u>ALLOCATION</u>
City of Blue Springs	\$143,307.00
City of Grain Valley	\$82,307.00
City of Grandview	\$70,307.00
City of Independence	\$239,307.00
KCPD	\$249,307.00
City of Lee's Summit	\$247,307.00
City of Oak Grove	\$64,307.00
City of Sugar Creek	\$39,314.00
TOTAL	<u>\$1,135,463.00</u>

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Cooperative Agreements with the cities of Blue Springs, Grain Valley, Grandview, Independence, KCPD, Lee's Summit, Oak Grove, and Sugar Creek, at an aggregate cost to the County not to exceed \$1,135,463.00, in a form to be approved by the County Counselor; and,

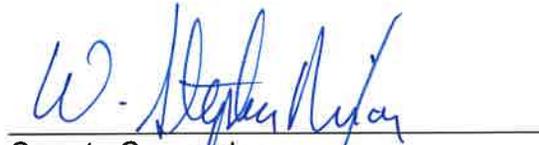
BE IT FURTHER RESOLVED that the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contracts.

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. 19848 of April 30, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 4403 56005
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT - D.A.R.E
Community Crime Prevention
NOT TO EXCEED: \$1,135,463.00

4/25/18

Date



Chief Administrative Officer

2018 DARE Recommendations
Jurisdictions other than Jackson County Sheriff

Jurisdiction	2018 Recommendations
Blue Springs	\$143,307.00
Grain Valley	\$82,307.00
Grandview	\$70,307.00
Independence	\$239,307.00
KCPD	\$249,307.00
Lee's Summit	\$247,307.00
Oak Grove	\$64,307.00
Sugar Creek	\$39,314.00
	\$1,135,463.00

Total Available: \$1,247,770.00

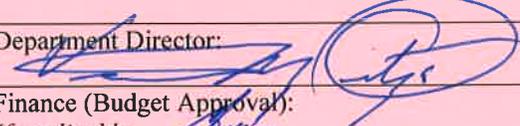
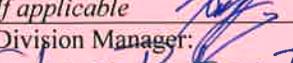
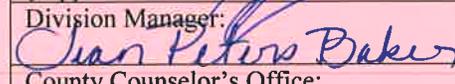
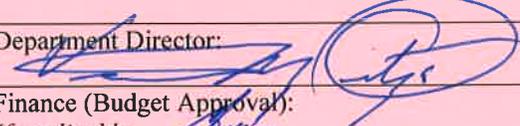
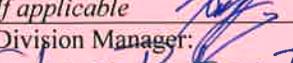
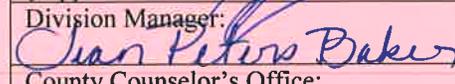
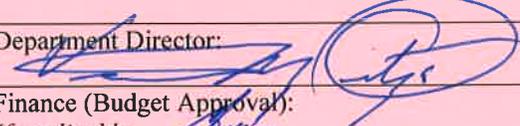
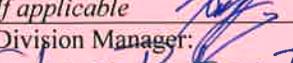
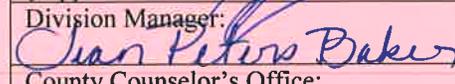
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19848

Sponsor(s): Dan Tarwater III

Date: April 30, 2018

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2018 fiscal year, which are engaged in Law Enforcement School Based Initiative a.k.a. (D.A.R.E.), for prevention, anti-drug and anti-violence activities for the purpose at the aggregate cost to the county not to exceed \$1,135,463.00.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$1,135,463.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$1,135,463.00</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$1,135,463.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: From: 008-4403-COMBAT D.A.R.E. 56005 Community Crime Prevention</td> <td>\$1,135,463.00</td> </tr> </table> <p><input type="checkbox"/> If account includes additional funds for other expenses, total budgeted in the account is: \$1,247,770.00 <input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$1,215,279.00 Prior Year Actual Amount Spent (if applicable): \$1,215,279.00</p>	Amount authorized by this legislation this fiscal year:	\$1,135,463.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$1,135,463.00	Amount budgeted for this item *:	\$1,135,463.00	Source of funding (name of fund) and account code number: From: 008-4403-COMBAT D.A.R.E. 56005 Community Crime Prevention	\$1,135,463.00
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Total amount authorized after this legislative action:	\$1,135,463.00										
Amount budgeted for this item *:	\$1,135,463.00										
Source of funding (name of fund) and account code number: From: 008-4403-COMBAT D.A.R.E. 56005 Community Crime Prevention	\$1,135,463.00										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): #19398, February 27, 2017</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>										
<p>REQUEST SUMMARY</p>	<p>A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2018 fiscal year, which are engaged in Law Enforcement School Based Initiatives, a.k.a. (D.A.R.E.), for prevention, anti-drug and anti-violence activities for the purpose, not to exceed \$1,135,463.00.</p> <p>Exhibit A, indicates the outside agencies and funding levels for Law Enforcement School Based Initiatives, a.k.a. (D.A.R.E) as recommended for 2018, to provide Law Enforcement School Based Initiatives, a.k.a. (D.A.R.E) like services in Jackson County.</p> <p>Background: The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match and other anti-drug and anti-violence initiatives in the community. This action was approved by the Drug Commission on April 13, 2018.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>ATTACHMENTS</p>	<p>Quote</p>										
<p>REVIEW</p>	<table border="1"> <tr> <td>Department Director: </td> <td>Date: 4-17-2018</td> </tr> <tr> <td>Finance (Budget Approval): If applicable </td> <td>Date: 4/18/18</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 4-17-18</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: 	Date: 4-17-2018	Finance (Budget Approval): If applicable 	Date: 4/18/18	Division Manager: 	Date: 4-17-18	County Counselor's Office:	Date:		
Department Director: 	Date: 4-17-2018										
Finance (Budget Approval): If applicable 	Date: 4/18/18										
Division Manager: 	Date: 4-17-18										
County Counselor's Office:	Date:										

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

This expenditure was included in the annual budget.

Funds for this were encumbered from the _____ Fund in ____.

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

Funds sufficient for this expenditure will be/were appropriated by Ordinance #

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

Account Number:	Account Title:	Amount Not to Exceed:

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

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

