

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute a month-to-month term and supply Office Service Agreement for temporary office space with 1301 Oak Level Office LLC of Kansas City, Missouri.

RESOLUTION NO. 20095, February 25, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, pursuant to the County Executive's recent emergency declaration relating to the repair and restoration of water damage at the downtown Jackson County Courthouse, the Director of Finance and Purchasing has awarded a month-to-month term and supply contract for replacement, temporary office space to 1301 Oak Level Office LLC of Kansas City, MO; and,

WHEREAS, this replacement space is located directly south of and across the street from the courthouse and will be used by Public Administrator and Circuit Court personnel while repairs and restoration are underway; and,

WHEREAS, the attached Office Service Agreement document required by the vendor contains an indemnity provision which is subject to the approval of the Legislature; and,

WHEREAS, the Director of Finance and Purchasing and Interim County Counselor recommend the execution of this agreement and indemnity provision as in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Office Service Agreement with 1301 Oak Level LLC of Kansas City, MO; and,

BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all payments required by this agreement, subject to the availability of appropriated funds.

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

APPROVED AS TO FORM:


Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20095 of February 25, 2019 was duly passed on February 25, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

2.25.19
Date


Mary Jo Spino, Clerk of the Legislature

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

2/21/19
Date


Chief Administrative Officer

Office Service Agreement



| | |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| MRI Client Ref. Number: <input style="width: 90%;" type="text"/> | Agreement Date (mm/dd/yy): <input style="width: 90%;" type="text" value="2/12/2019"/> |
| NOVEL COWORKING ("NOVEL COWORKING") | |
| CLIENT DETAILS ("the Client") | |
| Center Name: 1301 Oak Level Office LLC | Company Name: Jackson County Courthouse |
| Center Manager Name: Katie Whipple | Individual Name: Bob Crutsinger |
| Address: 1301 Oak St Kansas City, MO 64106 | Address: 415 East 12th st #105 Kansas City, MO 64106 |
| Phone: 904.300.4330 | Phone: (816)881-3120 |
| Email: Katie@novelcoworking.com | Email: bcrutsinger@jacksongov.org |
| Start Date: <input style="width: 90%;" type="text" value="2/13/2019"/> | End Date*: <input style="width: 90%;" type="text" value="MTM"/> |

| OFFICE PAYMENT DETAILS | |
|------------------------|--------------------|
| Office or Suite Number | Monthly Office Fee |
| Ste 400 A | \$5,599 |
| Ste 800 A | \$3,999 |
| | |
| | |
| | |
| | |
| TOTAL PER MONTH | \$9,598 |

| | |
|-------------------------------|--------------------|
| First Month's Fee: | \$9,598.00 |
| Service Retainer: | \$9,598 |
| Set Up and Exit Fee | \$1,000 |
| TOTAL INITIAL PAYMENT: | \$20,196.00 |

* All agreements end on the last calendar day of the month

Comments:

We enter into this Agreement and agree to all of its terms and conditions:

| | |
|--------------------------------------|---------------------------------------|
| Name (Printed): <u>Katie Whipple</u> | Name (Printed): <u>Bob Crutsinger</u> |
| Date: <u>2/12/2019</u> | Date: <u>2/12/2019</u> |
| Signature: _____ | Signature: _____ |

Agreement Terms & Conditions

- A. This Agreement does not create tenancy interest, leasehold estate or other real property interest on behalf of the Client in regards to the office accommodations. This shall be strictly construed as a license to use the office accommodations as indicated by the Office Suite # described above. NOVEL COWORKING retains the possession and control over the office center in its entirety. The Client accepts the right to temporarily share the NOVEL COWORKING office center dependent on the terms and conditions as stated in this Agreement. This Agreement is between NOVEL COWORKING and the Client and cannot be transferred to a third party.
- B. This Agreement is confidential. Client may not disclose any of the pricing or terms of this Agreement without express written consent of Novel Coworking. Confidentiality remains in place even after the termination of this Agreement.
- C. Credit and Debit cards are subject to a convenience fee. Sales tax will be added to the monthly invoice where applicable.
- D. Client understands and agrees that the coworking lounge may be made unavailable from time to time, at any time, for Events.
- E. If the Client requires a company name change, requests must be submitted to NOVEL COWORKING in writing with 7 days advance notice.

FORM OF PAYMENT

| | |
|-----------------------------------|-------------------------------------------------------------|
| ACH/Direct Debit: Signature _____ | Credit/Debit Card: Signature _____ |
| Bank Name: _____ | Name on Card: _____ |
| Bank Account #: _____ | CC #: _____ |
| Routing #: _____ | Expiration Date: _____ CVV #: _____ Billing Zip Code: _____ |

Credit and Debit cards are subject to a convenience fee.

1. Usage Conditions.

- 1a. Client agrees to use the office accommodations for business purposes only.
- 1b. Client does not have the right to sublease the office space to a third party.
- 1c. The Client will have rights to use the office center address as its business address, for mail receipt, and for business registration purposes.
- 1d. NOVEL COWORKING is not responsible for any of the Client's property and is not liable for any damages or theft.
- 1e. The office accommodations are rented in as-is condition. Novel Coworking is seeking to maintain the office center to the "Building Standard", as of the Effective Date of this Agreement. No alterations may be made to the office accommodations including the addition or changing of locks/keys to the windows/doors.
- 1f. Upon initial move-in, the Client will sign an inventory form verifying all accommodations and the conditions at move in. The form will be retained and used as reference at time of Agreement termination.
- 1g. The Client agrees to be respectful of all NOVEL COWORKING property including the office accommodations, common areas within the office center, and all office furniture and equipment. Client is liable for damage to any such property.
- 1h. The Client shall not store or operate any large machine or equipment within the provided office accommodations. This includes but is not limited to heaters, stoves, coffee makers, vending machines, copiers, refrigerators, grills, servers, or other equipment without NOVEL COWORKING consent. The electrical current that NOVEL COWORKING provides to the Client within the office accommodations shall be used for ordinary lighting, personal computers and office equipment provided by NOVEL COWORKING. If special installation or wiring is required, it will be at the Client's expense and only after express written consent from NOVEL COWORKING.
- 1i. The Client shall not use the NOVEL COWORKING office center or office accommodations for manufacturing purposes. The Client shall not use the premises for manufacture or sale of liquor, narcotics, or tobacco of any kind.
- 1j. The Client shall not sleep or live within the NOVEL COWORKING office center or office accommodation.
- 1k. Client shall use the space for general office and is not to hold or permit retail sales or auctions within NOVEL COWORKING.
- 1l. The Client shall not obstruct business for any other NOVEL COWORKING clients.
- 1m. Client agrees to cause guests to wait in designated guest waiting areas only.
- 1n. The Client shall not use the NOVEL COWORKING office center for any illegal or immoral purposes.
- 1o. The Client accepts full responsibility for the legal and appropriate conduct of all their employees and guests of employees, including purchase and/or consumption of alcohol on premises as legally acceptable according to state and federal law.
- 1p. Should the need arise, NOVEL COWORKING may provide the Client with alternative office accommodations of comparable value or better, in NOVEL COWORKING's sole discretion. Should this become necessary, NOVEL COWORKING will attempt to notify the client in advance.
- 1q. All Novel Coworking Office clients implicitly agree to allow photos that they, and their employees and guests, appear in at Novel Coworking Office to be used for the company's marketing materials.

2. Client Conduct.

- 2a. The Client, as well as all Client's employees and guests, shall conduct themselves in a businesslike manner, proper business attire, and keep noise at a respectful Novel Coworking at all times while on NOVEL COWORKING premises.
- 2b. NOVEL COWORKING shall provide entry access to the Client including all required keys and security access cards. The Client is responsible for all issued keys and access cards and is required to return them at termination. If Client has a lost or stolen key or card, Client is responsible to notify NOVEL COWORKING staff immediately and pay \$25 for an access card and \$50 for a key for replacements. Upon termination of this Agreement, Client agrees to return all keys and access cards assigned.
- 2c. Camcording or soliciting for business or any other purpose is prohibited anywhere within the NOVEL COWORKING office center.
- 2d. No animals shall be permitted within the NOVEL COWORKING office center, aside from CERTIFIED service dogs.
- 2e. The Client, as well as any employees, guests, and business associates of the Client, shall not abuse or mistreat any NOVEL COWORKING employees.
- 2f. The Client acknowledges that the services rendered by NOVEL COWORKING employees are shared services and may be offered to other NOVEL COWORKING clients.
- 2g. The Client, any employees of the Client, or other businesses under the Client's ownership, shall not hire any NOVEL COWORKING employees at any time during the term of the Agreement or within 12 months of the termination of the Agreement. Client shall pay NOVEL COWORKING \$15,000 per employee per breach.
- 2h. Smoking is prohibited in the entirety of the office center, including within the provided office accommodations. Client agrees to limit smoking to the designated areas outside of the NOVEL COWORKING building.
- 2i. Weapons of any kind are prohibited within the NOVEL COWORKING office center, regardless of a concealed carry permit.

3. Services.

- 3a. NOVEL COWORKING shall provide the office accommodations as stated on the first page of the Agreement.
- 3b. Kitchen Amenities: NOVEL COWORKING may provide and allow Client access to kitchen facilities. Additional beverages and snacks may be provided by NOVEL COWORKING at such fees to be determined by NOVEL COWORKING.
- 3c. NOVEL COWORKING shall provide desk, executive chair, and internet connections in the office accommodations as stated on the first page of Agreement.
- 3d. The Client acknowledges that Novel Coworking's staff is on-site during business hours which are 8:30am - 5:00pm Monday - Friday, however, Client will have 24-hour access to the office accommodations as well as electricity and internet services. HVAC hours are 7:00am - 6:00pm Monday - Friday.

4. Technology Services.

- 4a. Client agrees to conduct business and use technology services in a manner that does not interfere with the operation of the center, disrupt any other client in the center, or adversely impact our ability to provide technology services to other clients, as determined by us at our sole and absolute discretion. Technology services are for general purpose use and the following is strictly forbidden: 1 - altering our system hardware, including but not limited to, installing personal wifi devices, 2 - transmitting fraudulent, libelous, pornographic, or any other destructive elements, and 3 - excessive bandwidth use, including, but not limited to, streaming 4k video or distributing, downloading or sharing excessively large files. You must fully comply, and cause your representatives to comply, with NOVEL COWORKING's Technology Use Requirements, as such may change from time to time, posted at www.novelcoworking.com/TUSE and incorporated herein by reference.
- 4b. Client acknowledges that phone and internet services provided by NOVEL COWORKING, including, but not limited to internet speeds, quality of service, data protection, and call rates are contingent on third party providers. While NOVEL COWORKING has internet security protocols in place, NOVEL COWORKING does not make any representations as to the security of the network or the internet. Client should adopt its own security measures as appropriate. NOVEL COWORKING cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of NOVEL COWORKING's network.

- 4c. Client may install, at their own expense, their own phone and internet services when arranged in advance and given express written consent from NOVEL COWORKING.

5. Additional Services.

- 5a. Client acknowledges that all set recurring fees, including but not limited to monthly rental, internet and phone connections will be billed monthly at the rates stated on the first page of this Agreement. Additional Services may be utilized by Client, when available, at an additional cost and all associated fees will be billed monthly based on usage. Client agrees to pay them upon receipt of invoice. Client agrees to dispute the validity of any fee charged by bringing it to our attention within 30 days of invoice for resolution, or else such charges will be deemed final. Additional Services are listed on NOVEL COWORKING's Service Guide.

6. Service Retainer.

- 6a. The Client acknowledges that the office accommodations listed on the first page of this Agreement will not be reserved until after the required Service Retainer has been paid in full. At time of receipt of Service Retainer in full along with signed Agreement, the stated office accommodations shall be reserved.
- 6b. The Service Retainer provided by the Client shall be held as security by NOVEL COWORKING without generating interest and may be used by NOVEL COWORKING as security against default by the Client and liability for all matters referenced on this Agreement. NOVEL COWORKING is entitled to deduct monies from the Service Retainer to recover monies owed to NOVEL COWORKING through default by Client, damage to property, or to pay third party providers for services. Upon any such deduction, NOVEL COWORKING reserves the right to require an increase to the Service Retainer held.
- 6c. NOVEL COWORKING shall refund the Service Retainer in full after a 30-day period after the time of termination of this Agreement, or at such time Client's account is cleared of all outstanding balances, whichever comes first.

7. Payment, Fees, and Taxes.

- 7a. NOVEL COWORKING strives to reduce its environmental impact and supports its Clients in doing the same. NOVEL COWORKING will provide a monthly invoice electronically via email. Client agrees to make payments via an automated payment method such as ACH, Direct Debit, or Credit Card, using the NOVEL COWORKING ClickPay Portal. Credit card and debit card payments are subject to a convenience fee on the ClickPay Portal. Check payments should be mailed to ClickPay (P.O. Box 62032 Newark, NJ 07101) at the Client's expense. Cash is not accepted.
- 7b. Rental and fixed monthly costs shall be billed in advance on a monthly basis, and include, but not limited to, phone/internet connections, additional furniture, and storage space. All variable charges, including but not limited to administrative support and meeting space rental, will be billed on a pay as you go basis included on the monthly invoice. Client agrees to pay all applicable sales and use taxes and all fees for any services provided.
- 7c. Late Payment: If Client does not pay balance in full by the 1st day of the calendar month, Client will be subject to a late fee of 5%. In addition to a late fee, insufficient funds will result in a \$35 NSF fee.
- 7d. If this agreement is for a period longer than twelve (12 months), NOVEL COWORKING will increase the monthly office fee on month 13. This increase will be set by the Consumer Price Index. Renewals are calculated separately from annual indexation increases.

8. Automatic Renewal and Termination.

- 8a. This agreement lasts for the period stated on page one and then will be extended automatically for successive periods equal to the initial term. If Client does not wish to renew this Agreement for an additional equivalent term, Client may terminate this Agreement as of the last day of the month (the "Expiration Date") by delivering written notice to NOVEL COWORKING at least ninety (90) days in advance of the Expiration Date. If Client does not provide advance written notice of termination, this Agreement will renew at the prevailing market rate. For agreements that are considered "month to month," NOVEL COWORKING will require a full 30 days advance written notice (effective from the start of the calendar month) of intent to terminate.
- 8b. NOVEL COWORKING may provide 30 day written notice to Client to cease Client's occupation of the office accommodations, prior to the stated termination date of this Agreement, for any reason whatsoever. If the Client is not observing the rules for the office center, as reasonably prescribed by NOVEL COWORKING, this Agreement may be terminated by NOVEL COWORKING immediately upon written notice to Client.
- 8c. At time of termination, the Client will immediately and peacefully cease occupancy of the premises, return all keys and access cards and return all office accommodations to "as new" condition. Any items left within the NOVEL COWORKING office accommodations after time of termination will be considered property of NOVEL COWORKING and may be utilized or sold without the Client's knowledge or consent.

9. Insurance.

- 9a. The Client is liable for all belongings within the office accommodations and responsible for providing their own insurance.
- 9b. The Client shall indemnify NOVEL COWORKING, its employees, caretakers, clients, agents, or invitees against any theft, damages, or loss from the office accommodations and its contents, including but not limited to data, hardware and software, except in cases of gross negligence, fraud or willful misconduct.
- 9c. The Client is solely responsible for all taxes on personal property for any of their own items that they bring to and/or keep within the rental space.

10. Legal.

- 10a. NOVEL COWORKING is not liable for any loss of business, loss of profits, loss of anticipated savings, loss of damage to data or any consequential loss.
- 10b. If property experiences network disruption due to Client not gaining pre-approval from NOVEL COWORKING of installation of Client equipment, misconfiguring equipment on network, or causing incorrect installation of Client devices on NOVEL COWORKING network, NOVEL COWORKING will invoice the Client for all costs needed to resolve the disruption.
- 10c. In the event of a material breach of this Agreement by Client, the Client is responsible for immediate and full payment of all rental and services as stated on the first page of the Agreement in its entirety, as well as costs for any damages and legal fees if applicable, may be asked to vacate the premises immediately.
- 10d. The Client must comply with all governing laws within the country and state and laws and regulations specific to their business within NOVEL COWORKING.
- 10e. The Client releases NOVEL COWORKING from any liability related to the receipt or handling of mail or packages on the Client's behalf.
- 10f. Disclaimer of liability for third party products: In regard to services provided by NOVEL COWORKING to the Client through a third-party provider, including but not limited to internet and phone service, NOVEL COWORKING disclaims any and all liability, including any express or implied warranties.
- 10g. All notices herein shall be in writing, and may be served by either mail, personal delivery, or by certified mail, addressed to the parties herein as indicated on page one of this Agreement.

Client Signature: _____ Date: _____

Novel

COWORKING

This Agreement is between 1301 Oak Level Office, LLC (1) and the Client (2) as listed below:

| 1. | NOVEL COWORKING | THE CLIENT |
|----------|------------------------------------------|---------------------------------------------------------|
| Company: | 1301 Oak Level Office LLC | Company Jackson County Courthouse |
| Address: | 1301 Oak Street Kansas City, MO 64106 | Address: 415 East 12th st #105 Kansas City, MO 64106 |
| Phone: | 816.205.7628 | Name: Robert Crutsinger |
| Website: | www.NovelCoworking.com | Phone: 816-881-3120 |
| Email: | Katie@novelcoworking.com | Email: bcrutsinger@jacksongov.org |

2. ADDENDUM DETAILS

This addendum is regarding the initial agreement between The Client and 1301 Oak Level Office, LLC signed and dated
 This addendum serves to note that:

1q: NOVEL COWORKING will obtain the Client's written approval, and any other legally required approvals, prior to knowingly taking photos of the Client, its employees or its guests and will not use such photographs for any marketing purpose without the Client's prior written consent.

2a The Client as well as all Client's employees and guests, shall conduct themselves in a businesslike manner, proper business casual attire, and keep noise at a respectful level at all times while on Novel Coworking premises.

All other terms and conditions remain the same.

3. We agree to this addendum and all its conditions:

Signed for on behalf of NOVEL

Signed for on behalf of the Client

Name (printed): _____

Name (printed): _____

Date: _____

Date: _____

Signature: _____

Signature: _____

*Client confirms that he/she has read and understood the terms and conditions and agrees to be bound by them and NOVEL agrees to provide the services and accommodations as stated above.