

Request for Legislative Action

Res. #20722
Sponsor: Ronald E. Finley
Date: July 19, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20722
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	7/19/2021

Introduction
Action Items: ['Authorize', 'Transfer']
Project/Title:
Requesting the transfer of funds and the purchase of an HVAC split system unit at Sheriff's Office General Headquarters, "GHQ", by Johnson Controls, Inc. of Lenexa, KS.

Request Summary
<p>The Sheriff's Office requests the transfer of funds and the purchase of an HVAC split system unit. The primary unit that provides HVAC to the Dispatch area and server room at GHQ has reached the end of its service life, as noted during a repair by Johnson Controls, Inc. of Lenexa, KS in March 2021. Paid invoice 1-102202947470 dated 3/30/2021 shows the complete service notes and is attached for reference. The current unit is a 1987 model; the compressor was replaced in 2004. The unit uses R-22 refrigerant that is no longer supported and is very expensive to maintain. The dependability of performance of the current unit is questionable given its age and specifications. The Sheriff's Office supports the vendor recommendation to replace the equipment now rather than wait until it fails completely, especially given the critical nature of the Dispatch and server room operations.</p> <p>Johnson Controls, Inc. of Lenexa, KS, a current county Term & Supply vendor, provided a proposal to replace the HVAC split system unit at a total cost of \$28,848. The Sheriff's Office recommends purchasing the unit, pursuant to Section 1030.4 of the Jackson County Code, from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions set forth in General Services Administration Contract No. GS-06F-0060P, an existing competitively bid government contract.</p> <p>We are requesting a budget transfer of \$28,848 within the Sheriff's Revolving Fund from Revolving Fund - Contingency 048-4201-56830 to Revolving Fund - Buildings & Improvements 048-4201-58020.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	6/23/2021
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information	
Amount authorized by this legislation this fiscal year:	\$28,848
Amount previously authorized this fiscal year:	\$ 0

Request for Legislative Action

Total amount authorized after this legislative action:			\$28,848
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
048 (Sheriff Revolving Fund)	4201 (Sheriff)	56830 (Contingency Fund)	\$28,848
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
048 (Sheriff Revolving Fund)	4201 (Sheriff)	58020 (Buildings & Improvements)	\$28,848

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20254	September 16, 2019

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

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

Request for Legislative Action

Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History

Elizabeth A. Money at 6/23/2021 11:03:33 AM - [Submitted |]
Department Director: Anne E. Collier at 6/30/2021 8:02:15 PM - [Returned for more information | Restaring workflow due to workflow issue. Original comments are as follows:Elizabeth A. Money at 6/23/2021 11:03:33 AM - [Submitted |] Department Director: Ronald A. Fletcher at 6/23/2021 11:40:31 AM - [Approved |] Department Director: Barbara J. Casamento at 6/23/2021 12:51:17 PM - [Returned for more information | Remove "authorizing the acceptance of a proposal" from Project Title, Request Summary and Memorandum and replace with "request the transfer of funds and the purchase of" Need Johnson Controls city and state in Request Summary Quote has wrong contract number on it, please add correct contract number Quote has "confidential" written on it, this needs to be removed Should reference Resolution 20254 which approved the contract with Johnson Controls Why is there an additional invoice added to documents/]]
Submitter: Elizabeth A. Money at 7/1/2021 9:38:58 AM - [Submitted | Revised memo and quote are attached. Resolution 20254 added. Prior invoice is attached to show service technician notes.]
Department Director: Ronald A. Fletcher at 7/1/2021 9:57:36 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/1/2021 10:56:26 AM - [Approved |]
Compliance: Katie M. Bartle at 7/1/2021 11:49:04 AM - [Approved | eRLA 136]
Finance (Budget): Mark Lang at 7/2/2021 12:54:56 PM - [Returned for more information | You will need to adjust the "fund" portion of the "TO" account of the transfer. Keep the fund as 048. Then also change the narrative in the "Request Summary" from "General Fund" to "Sheriff's Revolving Fund".]
Submitter: Elizabeth A. Money at 7/2/2021 1:24:28 PM - [Submitted | The fund has been changed as directed.]
Department Director: Ronald A. Fletcher at 7/2/2021 3:38:25 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/2/2021 3:53:46 PM - [Approved |]
Compliance: Jaime Guillen at 7/2/2021 10:31:40 PM - [Approved |]
Finance (Budget): Mark Lang at 7/6/2021 9:39:17 AM - [Returned for more information | I missed this the first time through, but since we are buying a new HVAC system, we will need to use the account "58020" for the purchase.]
Submitter: Elizabeth A. Money at 7/6/2021 9:50:26 AM - [Submitted | The account line item has been changed as directed.]
Department Director: Ronald A. Fletcher at 7/6/2021 10:47:54 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/6/2021 12:53:09 PM - [Approved |]
Compliance: Jaime Guillen at 7/6/2021 6:31:32 PM - [Approved |]
Finance (Budget): Mark Lang at 7/7/2021 9:07:10 AM - [Approved | The fiscal note has been attached.]
Executive: Troy Schulte at 7/7/2021 11:18:28 AM - [Approved |]
Legal: Elizabeth Freeland at 7/15/2021 10:48:07 AM - [Approved |]

Fiscal Note:

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

PC# 420121009 000

Date: July 14, 2021

RES # 20722
eRLA ID #: 136

Org Code/Description Object Code/Description From To

048 Sheriff Revolving Fund

4201 Sheriff 56830 Contingency \$ 28,848 \$ -

4201 Sheriff 58020 Buildings & Improvements - 28,848

APPROVED
By Mark Lang at 10:08 am, Jul 14, 2021

\$ 28,848 \$ 28,848

Budget Office



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

To: Purchasing
CC: Captain David Epperson
From: Beth Money, Office Administrator
Re: RLA to Replace HVAC Unit by Johnson Controls, Inc. of Lenexa, KS
Date: June 30, 2021; Updated Fund July 2, 2021

The Sheriff's Office is requesting the transfer of \$28,848 within the Sheriff's Office Revolving Fund Contingency to purchase an HVAC split system unit at Sheriff's Office General Headquarters, "GHQ", by Johnson Controls, Inc. of Lenexa, KS.

The primary unit that provides HVAC to the Dispatch area and server room at GHQ has reached the end of its service life, as noted during a repair by Johnson Controls, Inc. in March 2021. Paid invoice 1-102202947470 dated 3/30/2021 shows the complete service notes and is attached for reference. The current unit is a 1987 model; the compressor was replaced in 2004. The unit uses R-22 refrigerant that is no longer supported and is very expensive to maintain. The dependability of performance of the current unit is questionable given its age and specifications. The Sheriff's Office supports the vendor recommendation to replace the equipment now rather than wait until it fails completely, especially given the critical nature of the Dispatch and server room operations.

Johnson Controls, Inc. of Lenexa, KS, a current county Term & Supply vendor, provided a proposal to replace the HVAC split system unit at a total cost of \$28,848. The Sheriff's Office recommends purchasing the unit, pursuant to Section 1030.4 of the Jackson County Code, from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions set forth in General Services Administration Contract No. GS-06F-0060P, an existing competitively bid government contract.

We are requesting a budget transfer of \$28,848 within the Sheriff's Revolving Fund from Contingency 048-4201-56830 to Maintenance & Repair Buildings 048-4201-56510.



Jackson County Sheriff's Office Split Replacement
Quote Prepared by Mark Hess
06/30/2021



PROPOSAL

Account Information

Bill To: JACKSON COUNTY MISSOURI
415 E 12TH ST
KANSAS CITY MO
USA 64106

Quote Reference Number: 1-1B7M2GF9

Project Name: Jackson County Sheriff's Office Split Replacement

Site: JACKSON COUNTY SHERIFFS OFFICE HQ
4001 NE LAKEWOOD COURT
LEES SUMMIT MO 64064

Branch Info: JOHNSON CONTROLS KANSAS CITY MO CB - 0N42

Attn: Phillip Quilico

Customer Information

Name: Phillip Quilico

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$28,847.81

This proposal is valid through: 08/31/2021

JACKSON COUNTY MISSOURI

Johnson Controls Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 PO: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Proposal Overview

- Benefits/Scope of Work:** This proposal is in accordance with the Johnson Controls General Services Administration Contract No. GS-06F-0060P
- Remove existing end of life split system
Provide and install new split system:
- 208V 3ph pulled from existing panel to serve new equipment
 - existing equipment is 1ph, new equipment only available in 3ph
 - 10T R-410A heat pump, 2 pipe
 - Hot gas bypass to modulate capacity at low loads
 - Intellispeed VFD fan for improved comfort and energy savings
 - See submittal docs for additional detail
- Adding a VAV box to better control conditioned air entering office area and to provide supplemental heat is recommended. Pricing available upon request.
- Exclusions:**
- 1.Labor or material not specifically described above is excluded from this proposal.
 - 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
 - 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform

services hereunder.

11. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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

16. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

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

18. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. Privacy. **JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

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

22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

RR 44669 001

ORIGINAL INVOICE

Invoice #: 1-102202947470 **Invoice Date:** 03/30/2021
PO #/Auth: BL-4201-44669 **Service Request:** 1-102077374806
Customer WO#: **SR Type:** L&M
Customer Acct: 1859803 **Branch Name:** JOHNSON CONTROLS KANSAS CITY MO CB - 0N42

Bill To:
 JACKSON COUNTY MISSOURI
 415 E 12TH ST
 KANSAS CITY MO 64106

Service Site:
 JACKSON COUNTY SHERIFFS OFFICE
 HQ
 4001 NE LAKEWOOD WAY,
 LEES SUMMIT MO 64064

Contractor/License Information :

Requested By: Phillip Quilico
Phone: 8165418017

Service Requested: 911 Dispatch room hot

Service Provided: Arrived on March 23rd
 I Talked to my on-site contact Phil and he brought me to the condensing unit that was not cooling complaint was condenser motor not working.

Trane
 M# TWA120A300EB
 S# 302234CAD

With further investigation found the FCC had failed and had started leaking refrigerant causing fan not to engage. Picked up parts and will return Wednesday morning Arrived on site replaced FCC and checked Condensate drain found plugged clean. Trap reinstalled, verified filters and belts both good at this time. Charged machine with 8 LBS. of R-22 refrigerant supplied by JCI. due to low ambient temperatures charge appears to be in good standing with operation of fan cycle control 10-14 SC / 8-12SH compressor amps within rated work completed at this time however I recommend a second visit to Phil are site contact when temperatures increase to test charge on machine.

Note: this equipment is a good candidate for replacement due to the R-22 refrigerant used, age of machine, and overall further dependability of performance from Equipment. I have discussed with Phil about replacement of equipment and have passed it on to my sales team to contact him for a meeting.

Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
4.5	03/24/2021 Regular Mechanical Heavy	Hour	\$171.00	\$769.50	\$0.00	\$769.50
Sub-Total				\$769.50	\$0.00	\$769.50
Materials						
1	Fan Cycle	Each	\$263.93	\$263.93	\$0.00	\$263.93
8	R-22 HCFC Refrigerant	Pound	\$33.75	\$270.00	\$0.00	\$270.00
Sub-Total				\$533.93	\$0.00	\$533.93
Fees						
1	Disposal, Environmental & Usage Charge Refrigerant	Each	\$110.00	\$110.00	\$0.00	\$110.00





JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-102202947470 **Invoice Date:** 03/30/2021
PO #/Auth: BL-4201-44669 **Service Request:** 1-102077374806
Customer WO#: **SR Type:** L&M
Customer Acct: 1859803 **Branch Name:** JOHNSON CONTROLS KANSAS CITY MO CB - 0N42

1	Ppe Supplies	Each	\$10.00	\$10.00	\$0.00	\$10.00
Sub-Total				\$120.00	\$0.00	\$120.00
	Mileage					
30	Mileage	Each	\$1.84	\$55.20	\$0.00	\$55.20
Sub-Total				\$55.20	\$0.00	\$55.20
Invoice Sub-Total						\$1,478.63
Sales Tax						\$0.00
Total Due					USD	\$1,478.63

Direct Billing Inquiries(913) 307-4200

Terms: If any invoice is not paid in full upon receipt, the Customer hereby agrees to pay interest at a rate of 1.5% per month (18% annually) upon the unpaid portion of the invoice. If action or suit is brought by Johnson Controls to collect any amount due or owing under this bill, Customer agrees to pay all costs of collection including attorney's fees.

All invoice payments greater than \$25,000 must be made via wire transfer, check or money order. Seller will not accept payment in the form of a credit card, debit card or other similar payment device on amounts greater than \$25,000.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.



Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (913) 307-4200

To Remit Via Credit Card:
 Call the phone number listed above.

INVOICE#: 1-102202947470

AMOUNT DUE: USD \$1,478.63

Remit Payment To:
 JOHNSON CONTROLS
 PO BOX 730068
 DALLAS, TX, 75373

To Remit Via ACH Wire Transfers:
 JP Morgan Chase
 One Chase Manhattan Plaza
 New York, NY 10005
 Credit to: Johnson Controls Inc.
 ABA# 071-000013 Depositor Acct #55-14347
 Type of Account: Checking
 CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com