

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

Version 6/10/19

Completed by County Counselor's Office:


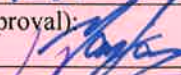

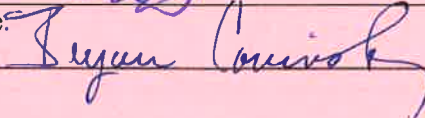
Res/Ord No.: 20391

Sponsor(s): Crystal Williams

Date: March 30, 2020

MAR 13 2020

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the approval of a Forty-Eight Month No Interest Lease contract for Personal Computers for the Information Technology Department from Dell Financial Services of Round Rock, TX and ConvergeOne of Overland Park, KS under the terms and conditions of Midwest Higher Education Commission Contract No. MHEG-07012015 and NASPO Value Point Contract No. MNWNC-108, existing government contracts.</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>\$296,329.50</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>\$296,329.50</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$296,329.50</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 001-1305-58171 General Fund, IT, Personal Computers and Accessories</td> <td>\$296,329.50</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>This will be a 48 Month, No Interest Lease with annual payments of \$296,329.50 and total contract value of \$1,185,318.00.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$296,329.50	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$296,329.50	Amount budgeted for this item * (including transfers):	\$296,329.50	Source of funding (name of fund) and account code number: 001-1305-58171 General Fund, IT, Personal Computers and Accessories	\$296,329.50
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
<p>REQUEST SUMMARY</p>	<p>The Jackson County IT Department would like to lease 600 new personal computers for County wide use to replace the aging fleet of personal computers currently in use. This Forty-Eight Month, No Interest Lease would allow the County to receive the hardware and make four affordable annual payments of \$296,329.50 for a total contract value of \$1,185,318.00. Dell Financial Services will retain ownership of the 600 personal computers throughout the term of the lease agreement. The personal computers will be returned to Dell Financial Services upon termination of the forty-eight-month agreement.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Information Technology and the Director of Finance and Purchasing recommend the approval of this no-interest lease to replace the County's aging personal computers. This competitively bid lease option offers a higher volume discount to larger government purchasing groups.</p>										
<p>CLEARANCE</p>	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No goals assigned <input type="checkbox"/> VBE Goals</p>										

ATTACHMENTS	Memorandum from Michael Erickson, Director of IT and GIS, Lease documents and pertinent pages of the contracts.	
REVIEW	Department Director: 	Date: 3/12/2020
	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/12/2020
	Division Manager: 	Date: 3/13/2020
	County Counselor's Office: 	Date: 3/23/20

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.



**Department of
INFORMATION TECHNOLOGY
JACKSON COUNTY, MISSOURI**

816-881-3151

415 EAST 12TH STREET, ROOM G-8
KANSAS CITY, MO 64106

TO: CRAIG REICH, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS *ME*

DATE: MARCH 19, 2020

RE: RLA FOR APPROVAL TO LEASE COMPUTERS FROM DELL FINANCIAL SERVICES AND CONVERGE ONE

PLEASE GENERATE AN RLA REQUESTING APPROVAL FOR THE JACKSON COUNTY IT DEPARTMENT TO ENTER A LEASE AGREEMENT WITH DELL FINANCIAL SERVICES OF SIX HUNDRED NEW PERSONAL COMPUTERS FOR COUNTY WIDE USE TO REPLACE THE AGING FLEET OF PERSONAL COMPUTERS CURRENTLY IN USE. THIS FORTY-EIGHT MONTH, NO INTEREST LEASE CONTRACT WILL BE PURCHASED USING EXISTING GOVERNMENT CONTRACTS MIDWEST HIGHER EDUCATION COMMISSION CONTRACT NO. MHEG-07012015 AND NASPO VALUE POINT CONTRACT NO. MNWNC-108. THE LEASE CONTRACT THROUGH DELL FINANCIAL SERVICES WILL ALLOW THE COUNTY TO RECEIVE THE HARDWARE AND MAKE FOUR AFFORDABLE ANNUAL PAYMENTS OF \$296,329.50 FOR A TOTAL CONTRACT VALUE OF \$1,185,318.00.

EFFECTIVE DATE: December 19, 2019
MASTER LEASE AGREEMENT NO. 596471-61824

LESSOR: Dell Financial Services L.L.C.

LESSEE: Jackson County, Missouri

Mailing Address:
ONE DELL WAY
Round Rock, TX 78682

Principal Address:
415 E 12TH ST
KANSAS CITY, MO 64106

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

Lease is noncancelable by Lessee, except as expressly provided in Section 5.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any

reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however,

that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY MO LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN JACKSON COUNTY, MO, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed

copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

Jackson County, Missouri
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services L.L.C.
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to USDFSCASHPAYMENTS@dell.com
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to USDFSCASHPAYMENTS@dell.com JPM Swift Code for international wires only: CHASUS33
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information

Company Name: Jackson County, Missouri

Physical Address (primary location): _____

City, State, Zip: _____

Federal Tax ID: _____

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation**:

Attention: _____ Email Address: _____

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: _____ Title: _____

Telephone Number: _____ Email Address: _____

Would you prefer to sign your documents electronically via Echosign? Yes No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

Cost Center Equipment Type Equipment Location PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO will be issued:

Do you utilize blanket PO's? Yes No

Do you use a different PO for payment versus procurement? Yes No

Is PO fulfillment required for scheduling? Yes No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary? Yes No If yes, when are meetings held? _____

Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name: _____

Does this billing address match the primary location above? Yes (If yes, please skip and proceed to Invoice Preference) No

AP Address: _____

City, State, Zip: _____

County: _____

AP Email Address: _____ AP Direct Telephone Number: _____

Email Address for PDF or Electronic Invoices (if different than AP contact): _____

VI. Invoice Preferences (choose one from each category):

Invoice Options: **Contract Level** (one invoice per contract) **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: **Detail** (asset level) **Summary**

Delivery Format: **Paper** (USPS) **PDF** (paper copy is not mailed) **Electronic CSV** (converted to Excel)

3rd Party Invoicing Tool, Ariba/SAP (enter tool name): _____

Do you need separate invoices for miscellaneous billings? Yes No

Do you require a PO number on the invoice to process payment? Yes No

Do you use a different PO number for payment versus procurement? Yes No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? Yes No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? Yes No

Personal Property Tax (PPT): Rebill Annually Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? Yes No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? Yes No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided for each state in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.



Prepared For:

Jackson County, MO
Mike Erickson
 4YR Fair Market Value Lease
 Dell Client/SVCS Converge 1 SVCS
PPT INCLUDED in LRF

February 21, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	48
Option	FMV
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	4
	Payments

Dell Partner Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	4 Payments
C1 Statement of Work	DaaS IT Lifecycle service Dell Client	\$1,117,549.80	1	\$1,117,549.80	0.26516	\$296,329.50
Total Cost 4 Annual Payments						\$1,185,318.02

Proposal Expiration Date:
 April 15, 2020

PLEASE NOTE:

Personal Property Taxes (PPT) will be assumed by DFS.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Upon expiration, lease rates may be changed in the event that market rates change. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

Mark Opyd
 Account Executive
 DELL - FINANCIAL SERVICES
 Mark_Opyd@dell.com
 708-941-9163



Prepared For:

Jackson County, MO

Mike Erickson

4YR Fair Market Value Lease

Dell Client/SVCS Converge 1 SVCS

PPT INCLUDED in LRF

February 21, 2020

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

**AMENDMENT NO. 1 DATED JANUARY 9, 2020
TO THE MASTER LEASE AGREEMENT DATED DECEMBER 19, 2019
BETWEEN JACKSON COUNTY, MISSOURI
AND DELL FINANCIAL SERVICES L.L.C.**

This Amendment is made part of and modifies the Master Lease Agreement and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between Jackson County, Missouri ("Lessee") and Dell Financial Services L.L.C. ("Lessor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

The Agreement is hereby modified as follows:

1. Section 9, "Risk of Loss; Maintenance; Insurance".

Delete the fourth sentence of subsection (a) in its entirety and insert the following in its place: "Lessee shall have the right to self-insure in accordance with the standards set forth above in accordance with Lessee's existing self-insurance program for equipment owned by Lessee, provided Lessee will provide a self-insurance letter or certificate in a form reasonably acceptable to Lessor."

2. Section 16, "Indemnification".

Delete this section in its entirety and replace it with the following:
"Both parties agree to be responsible for their own acts or omissions."

Except as amended hereby, the Agreement is restated and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

**LESSOR:
DELL FINANCIAL SERVICES L.L.C.**

**LESSEE:
JACKSON COUNTY, MISSOURI**

By: _____

By: _____

Title: _____

Title: _____

Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. The Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of Jackson County, Missouri, a MO public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 596471-61824 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____

(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. DELL MARKETING, L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u><i>D. Wington</i></u> Signature <u>Diane Wington</u> Printed Name</p> <p>Title: <u>Contracts Program Manager</u></p> <p>Date: <u>02/14/2017</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u><i>Andy Doran</i></u> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/15/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u><i>Laura J. Jammett</i></u> Date: <u>2/16/2017</u></p>
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New Device deployment services

Jackson County MO

IT Lifecycle Service Statement of Work

NAM -Tommy Messersmith

January 29, 2020

ALM Support

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Project Overview

The Customer is deploying new PC laptops and desktops throughout their locations. Units are being leased for 4 years and at the end of the lease term, ConvergeOne will support the device retrieval. ConvergeOne will image and perform a quality assurance on each PC. ConvergeOne will then ship and install all PC's to the Customer's location. ConvergeOne will also support the user migration for each system.

This Statement of Work ("SOW") is made and entered into between ConvergeOne ("ConvergeOne") and Jackson County ("Customer").

This SOW defines the services and deliverables that ConvergeOne shall provide to Customer pursuant to the Solution Summary. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs, which may be executed and attached to the Agreement.

The scope and pricing of this SOW are valid for 30 days from the **Effective Date of 01/29/2020**. After 30 days, the information contained in the SOW is no longer valid and will need to be re-assessed which could lead to an increase in cost of services and delay in execution of the project.

Product

ConvergeOne will be providing 479 Optiplex 7070s, 85 Mobile Precision 3540s, 15 Latitude 5300s, and 21 Latitude 5420s. Full specifications are listed below:

OptiPlex 7070 MFF MLK		Mobile Precision 3540	
Description	SKU	Description	SKU
Optiplex 7070 Micro XCTO	210-ASEF	Dell Mobile Precision Workstation 3540 CTO	210-ARVX
Intel Core i5-9500T (6 Cores/9MB/6T/2.2GHz to 3.7GHz/35W); supports Windows 10/Linux	338-BRSV	Intel Core i5-8365U Processor 4 Core, 8MB Cache, 1.6GHz, 4.1GHz Turbo, 15W, vPro	379-BDKH
Win 10 Pro 64 English, French, Spanish	619-AHKN	Win 10 Pro 64 English, French, Spanish	619-AHKN
No AutoPilot	340-CKSZ	Microsoft(R) Office 30 Days Trial	658-BCSB
Microsoft(R) Office 30 Days Trial	658-BCSB	Intel Core Processor i5-8365U with Intel UHD Graphics 620	329-BECT
16GB 1x16GB DDR4 2666MHz Non-ECC	370-ADZP	Integrated Intel UHD 620 Graphics	490-BEZR
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUP	No WWAN Support	320-BCYR
Thermal Pad	412-AALV	Non-touch Bezel, Mic only	325-BDJC
M2X3 5 Screw for SSD/DDPE	773-BBBC	15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, 220nit	391-BEMV
No Additional Hard Drive	401-AANH	16GB, 1x16GB, DDR4 2666MHz Non-ECC Memory	370-AEDT

ALM Support

OptiPlex 7070 Micro with 90W up to 87% efficient adapter	329-BEJG	M 2 256GB PCIe NVMe Class 35 Solid State Drive	400-AWZO
US Power Cord	450-AAZN	SSD Bracket/Holder, 2230 M.2 PCIe	575-BBXV
CMS Software not included	632-BBBJ	US English Keyboard Non-backlit 10 Key Numeric Keypad Single Pointing	583-BFBJ
Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5	555-BDZU	SP Palmrest w/ Touch Fingerprint Reader only	346-BFLB
Internal Wireless Antennas	555-BDZX	Intel® Dual Band Wireless AC 9560 (802.11ac) MU-MIMO Dual Band 2x2 + Bluetooth 5.0	555-BEFI
Wireless Driver, Intel 9560AC	555-BEYM	4 Cell 68Whr ExpressCharge Capable Battery	451-BCIO
No Integrated Stand option	575-BBBI	65W AC Adapter, 7.4mm Barrel	492-BBXF
No Additional Cable Requested	379-BBCY	Intel vPro Technology Enabled	631-ACBI
No PCIe add-in card	492-BBFF	Dell Precision Optimizer	640-BBRC
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	No DDP ESS Software	634-BENZ
Black Dell MS116 Wired Mouse	275-BBBW	Resource Media not Included	430-XYGV
No Cove	320-BCGK	OS-Windows Media Not Included	620-AALW
Not selected in this configuration	817-BBBC	Quick Setup Guide for Mobile Precision 3540	340-CLUB
SupportAssist	525-BBCL	No ENERGY STAR Qualified	387-BBCE
Dell Applications for Windows	658-BBLB	No AutoPilot	340-CKSZ
Waves Maxx Audio	658-BBRB	Custom Configuration	817-BBBB
Software for OptiPlex 7070	658-BEHB	Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN
OS-Windows Media Not Included	620-AALW	No Removable CD/DVD Drive	429-AATO
ENERGY STAR Qualified	387-BBLW	Bottom door	354-BBBG
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	US Order	332-1286
Placemat for OptiPlex 7070 MFF	750-ABKV	Regulatory Label included	389-BEYY
US Order	332-1286	FCC Label	389-DPPX
No UPC Label	389-BCGW	E5 Power Cord (US)	537-BBBD
TPM Enabled	329-BBJL	Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK
Ship Material for OptiPlex Micro Form Factor	340-CDWS	BTO Standard Shipment (S)	800-BBGT
Shipping Label for DAO	389-BBUU	System Shipment Material	328-BCZO
Regulatory Label 7070 MFF 90W (35W CPU)	389-DQJV	Shipping Material, Mobile Precision 35X0	328-BCZU
No CompuTrace	461-AABF	Shuttle Shipping Information	328-BCZX
No Intel Responsive	551-BBBJ	Direct ship Info Mod	340-AAAPP
Intel Core i5 Label for Vpro	389-DQKS	Dell Precision Ship Material for WW (MWS 3540)	340-CLTX
Desktop MFF BTO Standard Shipment	800-BBPR	No Docking Station	452-BBSE
90 Watt AC Adapter	450-AELY	8th Gen Intel Core i5 vPro processor label	389-CGJO
Intel vPro Technology Enabled	631-ACCZ	No Anti-Virus Software	650-AAAM
Dell SupportAssist OS Recovery Tool	658-BEOK	No UPC Label	389-BCGW
Custom Configuration	817-BBBB	SupportAssist	525-BBCL
No Anti-Virus Software	650-AAAM	System Driver for Mobile Precision 3540	631-ACBL
No Option Included	340-ACQQ	Dell(TM) Digital Delivery Cirrus Client	640-BBLW

No Optane	400-BFPO	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR
Dell Limited Hardware Warranty Plus Service	812-3886	Waves Maxx Audio	658-BBRB
ProSupport Plus: Accidental Damage Service, 4 Years	812-3934	Dell Developed Recovery Environment	658-BCUV
ProSupport Plus: Keep Your Hard Drive, 4 Years	812-3935	Dell Power Manager	658-BDVK
ProSupport Plus: Next Business Day Onsite 4 Years	812-3936	No Mouse	570-AADK
ProSupport Plus: 7x24 Technical Support, 4 Years	812-3937	No Carrying Case	460-BBEX
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	CMS Software not included	632-BBBJ
		Not selected in this configuration	817-BBBC
		ProSupport Plus: Accidental Damage Service, 4 Years	997-1069
		ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091
		Dell Limited Hardware Warranty Plus Service	997-1129
		ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137
		ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067
		Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367
		No Option Included	340-ACQQ
Latitude 5300 2-IN-1		Dell Latitude 5420	
Description	SKU	Description	SKU
Dell Latitude 5300 2-in-1 XCTO	210-ASQY	Dell Latitude 5420 Rugged, CTO	210-AQPT
8th Generation Intel Core i5-8365U Processor (4 Core, 6MB Cache, 1.6GHz, 15W, vPro-Capable)	379-BDLC	8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz, 15W, vPro)	379-BDHC
Win 10 Pro 64 English, French, Spanish	619-AHKN	Win 10 Pro 64 English, French, Spanish	619-AHKN
No AutoPilot	340-CKSZ	No AutoPilot	340-CKSZ
Microsoft(R) Office 30 Days Trial	658-BCSB	Microsoft(R) Office 30 Days Trial	658-BCSB
No DDP ESS Software	634-BENZ	Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics	338-BPTK
Intel(R) Core(TM) i5-8365U Processor Base (4 Core, 6MB Cache, 1.6GHz, 15W, vPro-Capable)	338-BRHG	Intel vPro Technology Advanced Management Features	631-ABWJ
Base Assembly	338-BRHH	16GB, 2x8GB, 2666MHz DDR4 Non-ECC	370-AEVG
Intel vPro Technology Advanced Management Features	631-ACCL	M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW
16GB, 1x16GB, DDR4 Non-ECC	370-AECT	14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch	391-BDXO
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BDKP	RGB Camera	319-BBFN
No Anti-Virus Software	650-AAAM	SYSTEM RATING LABEL	389-DOPP
No Additional Hard Drive	401-AADF	Sealed Internal RGB Backlit English Keyboard	580-ABYR
13.3" FHD (1920 x 1080) Anti-Reflective, IPS, Touch, RGB Camera & Microphone, WLAN Capable	391-BEHW	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE
Single Pointing US English Keyboard with Backlight	583-BFLY	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD
No Mouse	570-AADK	WLAN Bracket	575-BBYW
Wireless Drivers for Intel 9560 + Bluetooth 5.0	555-BEWO	No Mobile Broadband Card	362-BBBB
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BESD	3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG
No Mobile Broadband Card	556-BBCD	90 Watt AC Adapter	492-BCNQ
4 Cell 60Whr ExpressCharge™ Capable Battery	451-BCIY	Dell Top Case and Palmrest with Security	346-BEVD

65W AC Adapter, 7.4mm Barrel	492-BBXF	RFID Module Label	389-DOOP
Palmrest with No Fingerprint Reader and No SmartCard Reader	346-BFJG	RFID Module Label	389-DOQY
Custom Configuration	817-BBBB	Dell USB,USB,AUDIO,Smart Card left I/O module	590-TEXZ
Mix Model Packaging DAO with 7.4mm 65W adapter config	340-CMEF	No Anti-Virus Software	650-AAAM
No Resource DVD / USB	430-XXYG	OS-Windows Media Not Included	620-AALW
ENERGY STAR Qualified	387-BBNQ	Dummy Airbay Cover	325-BDEH
No UPC Label	389-BCGW	No Additional IO Ports	590-TEYC
Regulatory Label, FCC	389-DPGZ	No Resource DVD / USB	430-XXYG
Dell Developed Recovery Environment	658-BCUV	TPM Enabled	340-AJPV
Additional Software	658-BEHL	System Driver, Dell Latitude 5420	640-BBRG
No Media	620-AAOH	Dell Developed Recovery Environment	658-BCUV
No Docking Station	452-BBSE	Quick Referene Guide	340-CHGB
Setup and Features Guide	340-CLZL	Safety/Environment and Regulatory Guide (English/Spanish)	340-AGIN
Regulatory Label included	389-BEYY	US Order	332-1286
8th Gen Intel Core i5 vPro processor label	389-CGJO	Shuttle SHIP Material	328-BCXL
BTO Standard Shipment (VS)	800-BBQK	Directship Info Mod	340-CKTD
US Power Cord	450-AAEJ	Regulatory Label included	389-BEYY
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	No UPC Label	389-BDCE
No Option Included	340-ACQQ	E5 Power Cord (US)	537-BBBD
US Order	332-1286	8th Gen Intel Core i5 vPro processor label	389-CGJO
Bottom Cover	354-BBBO	BTO Standard shipment Air	800-BBGF
Dell Limited Hardware Warranty Extended Year(s)	975-3461	Factory Installed Rigid handle tied sku	540-BCIH
Dell Limited Hardware Warranty	997-8317	No Option Included	340-ACQQ
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	No Option Included	340-ACQQ
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	ENERGY STAR Qualified	387-BBNJ
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-8388	ProSupport Plus: Next Business Day Onsite, 1 Year Extended	808-6795
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	997-8389	ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797
ProSupport Plus: Accidental Damage Service, 4 Years	997-8390	Dell Limited Hardware Warranty Initial Year	808-6805
ProSupport Plus: 7x24 Technical Support, 4 Years	997-8391	ProSupport Plus: Accidental Damage Service, 4 Years	808-6819
		ProSupport Plus: Keep Your Hard Drive, 4 Years	808-6822
		ProSupport Plus: 7X24 Technical Support, 4 Years	808-6843
		Dell Limited Hardware Warranty Extended Year(s)	975-3461
		Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367



Scope of Services

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customer's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are operating under like-expectations for the project.

Project Location and Quantities

ConvergeOne ITLS - Depot

A total of 600 Laptops and PCs are part of this engagement. Client may designate their desired mix of Laptops and desktops up to 600 units.

Systems will be shipped to each designated location.

Execution

This section of the Statement of Work covers the work that will be performed during the Execution phase of this project.

Delivery Location(s)

ConvergeOne will deliver the devices to a designated Customer's central location.

Implementation Tasks

This section details the Implementation Tasks of the project.

Inventory Management

- Systems will be shipped to ConvergeOne and will be securely stored as the client's inventory.
- ConvergeOne will pull the systems from inventory.
- ConvergeOne will submit the systems to the ConvergeOne Configuration Depot for services.
- Inventory counts will be reviewed upon receipt and deployment.

System Imaging

Pre-Configuration Services

ConvergeOne will complete pre-work in preparation of the hardware benching.

- ConvergeOne will prepare the Technician Instruction Sheet (TIS)
- The Customer will sign-off on the TIS. This will designate acceptance of the work to be performed at the C1 depot.
- The TIS will include the QA/QC checklist confirmation

Configuration Services

ConvergeOne will setup and Image the requested systems.

- ConvergeOne will bench each device.

- ConvergeOne will image each device with the customer provided image.
- ConvergeOne will capture and provide a complete inventory report upon project completion this will include; serial numbers, inventory line and delivery location.
- Customer will provide 1 of each system with their image. This will serve as the seed unit for each model.
- Asset Tag each device in the approved location
- In order to join the system to the Customer's domain, a vpn tunnel between ConvergeOne and the Customer's environment will need to be set up.
 - Customer will provide the complete VPN form.
 - Customer will work with ConvergeOne staff to ensure VPN tunnel is up and functioning.

Quality Assurance

ConvergeOne's configuration quality technicians perform a quality assurance check on each build that passes through the configuration service depot. Each system is carefully and thoroughly inspected.

- QA documentation is created and attached with each deployment order.
- Example QA inspection points are as follows:
 - Setup Verification
 - Verify that all system and monitors can power on.
 - Visually confirm and validate that cable management is acceptable to the Customer's onsite representative.

Deployment Services - Delivery

- ConvergeOne technician will transport the completed order to the logistics department.
- Logistics Management Team will fulfill on the request.
- Logistics QA is performed to validate the accuracy of all order information.
- ConvergeOne will ship the order to the designated location based on the information provided by the Customer utilizing the client's 3rd party carrier account.

Onsite Migration Services

- ConvergeOne will provide onsite services.
 - A Technician instruction sheet will be generated specifically for onsite activities.
- Onsite Install;

- During the main deployment, an onsite resource will be provided at the La Mirada location to install the PCs into the existing location attaching all the existing cables and peripherals.
- The customer will coordinate with the ConvergeOne project coordinator to schedule the individual system installations.
- This scope is for La Mirada installations only.
- All systems will be imaged at the ConvergeOne Depot, delivered and then delivered based on the agreed to schedule.
- Onsite migration support;
 - The ConvergeOne resources, following the TIS, will then kickoff a user migration from the old system to the new system.
 - A migration tool or software will be utilized.
 - The customer will coordinate with the ConvergeOne project coordinator to schedule the individual system migrations.
 - Cable management will be cleaned but match existing.
 - Desktops will not be mounted to the rear of monitors and cables will be managed cleanly, but flexibly.
 - Assumptions;
 - Migrations will take a maximum of 2 hours a user.
 - Migrations may be initiated concurrently for at least 2 users.
 - Client will provide all necessary access.
 - Users will be scheduled by the client and coordinated with the ConvergeOne project coordination team.
 - Users will cooperate with the migration.
 - Migrations will occur during business hours.
 - ConvergeOne will work with the client team to minimize the migrations impact to the Client's business and operation.
 - ConvergeOne is not responsible for data integrity, recovery or troubleshooting system performance.
 - Control of User profiles, settings, permissions and applications will be the client's responsibilities.

Onsite Retrieval services

- ConvergeOne will retrieve the deployed units at the end of the lease term from each designated end user, following the approved process.



- A retrieval schedule will be created with the client's input and approval to minimize impacts to the Client' end user.
- ConvergeOne will work with the client to back up each unit, retrieve the unit back to the ConvergeOne depot.
- ConvergeOne will receive the units back the Ontario depot, inventory each system, inspect it for damage and wipe the device hard drive.
- The devices will then be palletized and shipped back to Dell Financial Services

Project Management

ConvergeOne assumes the following project management responsibilities:

- Designate a ConvergeOne Project Manager to be the Customer's primary point of contact for all project activities.
- Project manager will be responsible for supporting and managing the initiation of the program and the client's initial deployment.
 - Following the completion of the initial deployment, the Project Manager will hand coordination responsibilities to the ITLS ALM Team.
- Coordinate with the Customer and ConvergeOne project personnel to facilitate the project
- Regularly review ConvergeOne project activities, any checkpoint meetings and overall schedule for the project activities
- Ensure ConvergeOne employees and any ConvergeOne subcontractors conform to the Customer's reasonable workplace policies, conditions and safety regulations that are consistent with ConvergeOne obligations herein. Customer will provide a written list of these obligations to ConvergeOne in writing prior to commencement of the Services. ConvergeOne personnel or subcontractors shall not be required to sign individual agreements with the Customer or waive any personal rights
- Confirm the Customer's business goals and review items to be completed prior to the installation or deployment date(s)

Scope of Work Assumptions

This SOW, and the service pricing herein, was prepared based partly on the following key assumptions ("Assumptions"). Any deviations from these Assumptions that arise during the

project shall be managed through the Change Management procedures as defined herein. Customer agrees that any changes in the Assumptions may result in an adjustment in the Service Pricing.

General Assumptions

- Delays caused by the lack of completed site preparation or the Customer's failure to meet any responsibilities specified in this SOW may be billed at ConvergeOne T&M rates and may include reasonable travel and other expenses
- This SOW exclusively defines the scope of the services that ConvergeOne shall provide to the Customer. This SOW shall not apply to any purchase of product or maintenance, which must be purchased separately, under terms outside the scope of this SOW
- A new SOW will be required for any additional project services following the completion of the activities under this SOW or in support of any other services requested by the Customer outside the scope of this SOW
- ConvergeOne may require a lead-time of up to 30 days from acceptance of a Purchase Order from the Customer to begin work
- The Customer shall designate a person to whom all ConvergeOne communications may be addressed and who has the authority to act on all aspects of this SOW
- The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications
- The Customer will provide accurate information about the network infrastructure in its current state, identifying any significant problems in the current voice and data environments and ensuring pre-requisite hardware, software, network and connectivity configurations are acquired and available
- The Customer is responsible for all licenses and software associated to this project. Any delays due to lack of proper licenses and or software may incur additional costs
- The Customer is responsible for all hardware, software, and service maintenance contracts. ConvergeOne may choose to not fulfill items within the scope of this SOW if maintenance contracts are not valid and up to date
- Changes to the SOW may be requested at any time by either party in writing. Since a change could affect the price, schedule, or other terms of this SOW, both Customer and the ConvergeOne Project Manager must approve each change before amending the SOW and implementing the change
- ConvergeOne will not be held liable for lost or corrupted Customer data

- Defective, damaged, or missing materials are not the responsibility of ConvergeOne and if found, will be reported immediately to Customer
- Ad hoc material purchases that ConvergeOne is required to make to complete this project, as agreed upon by Customer in advance, will be invoiced at actual cost at the time of purchase
- INVOICES: Separate invoices will be issued to the Leasing Company (US Bank) for each of the elements of this order which includes (1) procurement of hardware on behalf of the Customer; and (2) configuration of Customer-owned hardware to Customer's specifications, with delivery and set-up of configured hardware to Buyer's designated location(s). Invoice terms are Net 30.
- SHIPPING: Title and all risks of loss are transferred to the Customer upon delivery of the hardware by a third party to ConvergeOne's location for configuration services to be rendered. Regardless of the FOB shipping process for the final configured notebooks, Customer retains title and remains liable for all risks of loss. Customer has the option to inspect and count the hardware upon delivery to ConvergeOne's location.
- INSPECTION AND ACCEPTANCE: Inspection and acceptance of the configured notebooks will be at the Customer's destination unless otherwise requested. Regardless of the FOB point, the Customer retains title and agrees to bear all risk of loss which occurs prior to delivery.

Personnel

ConvergeOne follows a skills-based implementation philosophy. Based on a project's needs, individuals with specific skill sets may be engaged at various phases of this project. This allows ConvergeOne to provide the Customer with a specialized team to accomplish a successful implementation. The ConvergeOne Project Manager is responsible for assigning and scheduling engineers as needed.

Project Schedule

Project duration and end date are dependent upon ConvergeOne and Customer availability, Customer readiness, and the actual start date.

ConvergeOne will use commercially reasonable efforts to commence delivery of services defined in this SOW within four (4) weeks from the date of the Customer's approved purchase order and signed and submitted SOW.

Project work required beyond the term of the Estimated Project Duration specified in this section may require a ConvergeOne Change Request Form signed by both parties in accordance with the Project Change Management procedures defined herein. Any extension of the project's duration for any reason other than delays caused solely by ConvergeOne may require an increase in SOW pricing.

Change Management

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- The Customer requires changes to the scope of work to be performed and/or specifications of design or services
- Non-availability or change in availability of resources which are beyond either party's control
- Environmental or architectural impediments or omissions not previously identified.

In the event either party desires to change this SOW, the following procedures will apply:

- The party requesting the change (either the Customer or ConvergeOne) will deliver a Change Request document to the other party. The Change Request will describe the nature of the change; the reason for the change and the effect the change will have on the scope of work, which may include changes to the deliverables, and the schedule. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- Changes to the SOW may be requested at any time by either party in writing. Since a change could affect the price, schedule, or other terms of this SOW, both Customer and the ConvergeOne Project Manager must approve each change before amending the SOW and implementing the change.
- Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of this SOW.
- Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully

executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

Completion

ConvergeOne project personnel will be considered to have completed the services under this SOW when they have completed the Execution Services as described herein.

In order to refuse acceptance of the services performed, Customer must immediately provide written notification to ConvergeOne, describing why the Customer is rejecting the services performed. ConvergeOne shall have ten (10) business days after the receipt of such notice to remedy the error, given it is within ConvergeOne' scope and reasonable ability to do so. Such time period to correct the error may be extended by mutual consent of Customer and ConvergeOne.

As part of this scope Hardware will be provided.

The Customer will provide an approved purchase order and ConvergeOne will invoice the Leasing Company Dell Financial for services rendered.

Any change to the Project Pricing and Payment schedule will be managed through the Change Management procedures specified herein.

All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). Any taxes related to services purchased or licensed pursuant to this SOW shall be paid by the Lessor or the Lessor shall present an exemption certificate acceptable to the taxing authorities.

Authorization to Proceed

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne.

By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Jackson County

By

Name (please print)

Title

Date

Purchase Order (PO) Number

NOTE: Any services performed on credit (e.g. T&M, Purchase Order) requires a pre-approved credit application to be on file with ConvergeOne.

NOTE: WITHOUT THE PRIOR WRITTEN CONSENT OF CONVERGEONE, UNDER NO CIRCUMSTANCES IS ANY PART OF THIS DOCUMENT TO BE DISCLOSED TO A THIRD PARTY OR USED FOR ANY PURPOSE OTHER THAN THE EXECUTION OF THIS PROJECT BY CONVERGEONE AND THE CUSTOMER.