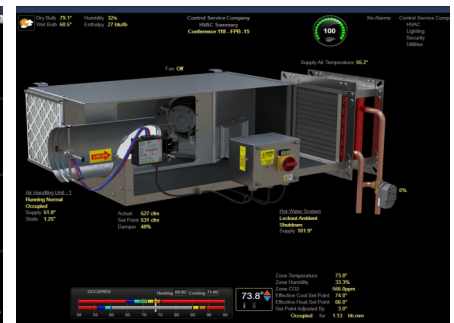
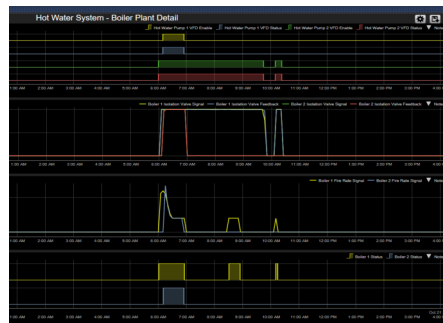
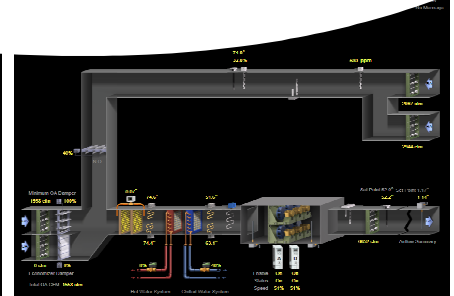
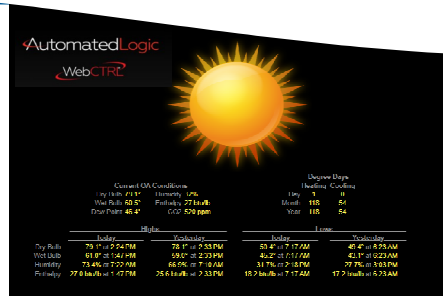


TECHNICAL SERVICES & SUPPORT AGREEMENT



Prepared for Jackson County Health, Public Works and JCDC

PREPARED BY:

Justin Smith

816-600-5860

jsmith@controlservice.com

Control Service Company, Inc

3621 NE Akin Drive

Lee's Summit, MO 64064

Phone: 816.600.5800

Email: servicerequests@controlservice.com

Parts: orders@controlservice.com

PREPARED FOR:

Robert Rives

Jackson County

313 S Liberty Street

Independence, MO 64050

Locations Covered Under This Agreement

Site	Address	State	Zip
Jackson County Public Works	313 S Liberty Street, Independence	MO	64050
Jackson County Health Dept	3651 NE Ralph Powell Rd, Independence	MO	64064
Jackson County Detention Center	7000 E US Highway 40, KC	MO	64129

Detailed Description of Work

Facility Management Consulting

Control Service Company, Inc. (CSC) assigns you a dedicated Control Systems Manager who will provide on-site consulting to understand and address your facility's unique requirements. Together we'll define operational practices that align with your business objectives, drawing from our collaborative discussions and on-site assessments. On every site visit, your Control Systems Manager will assess any operational issues presented by the customer and address them in order of criticality. CSC will review the customer's alarm and system logs and provide a report with anything found to be abnormal or needing attention as well as a list of all updates and backups performed.

Software Maintenance and Database Protection

This service agreement provides software updates as they are released by Automated Logic. These updates include service packs, patches, hardware drivers, and any other updates required to keep the Automated Logic system software and hardware current. These updates are vetted by CSC's technical team prior to installation to ensure compatibility and seamless operation of your WebCTRL system before implementation. This agreement covers the cost of the software and provides the CSC technical labor to update the system as required. All hardware driver updates will take place during normal business hours unless otherwise noted. After-hours updates can be arranged for an added cost subject to the rate schedule called out in this agreement. Critical equipment will be placed in manual operation during driver updates if requested by facility management. Prior to and directly following updates or patches, CSC will back up the Automated Logic system files and databases to the customer's local web server and transfer a copy off site for storage at CSC's secure facility.

WebCTRL Version Upgrade

WEBCTRL 8.5

- To ensure your WebCTRL server remains efficient, secure, and up to date, major software version upgrades are included as part of this agreement. These updates are typically provided at least once per year. Updates will be installed in coordination with your staff following release by Automated Logic and fully vetted by CSC's technical team. Upgrades may include new features, security enhancements, and performance optimizations to improve the overall user experience. A server meeting the requirements of the newly released WebCTRL software is required to maintain the system functionality. CSC will provide pricing for a new server outside of this agreement or the customer can purchase a new server meeting the CSC specifications directly from a 3rd party technology provider.



Detailed Description of Work Continued.....

Maintenance and System Tuning

Your Control Systems Manager will be on site at scheduled intervals performing preventative and assistive services in addition to the software maintenance called out previously in the agreement. Software maintenance takes precedence to ensure a healthy system, however any time remaining in the number of contractually obligated visits can be used for maintenance and system tuning. Separate visits by your Control Systems Manager focusing primarily on maintenance and system tuning (if provided) will be clearly listed in the detailed scope of work. We recommend keeping a logbook containing any issues or questions that can be reviewed at the beginning of each visit so they can be addressed while onsite. Alarms and system logs within WebCTRL will be reviewed for abnormalities and be prioritized for diagnosis. Control strategies will be reviewed for efficiency and alarm monitoring/paging will be adjusted based on the customer's feedback. We will assist and train on system configuration for control parameters, alarms, custom trends, and reports. A full report noting all of CSC's activities and recommended items for follow-up will be provided at the conclusion of each visit.

Technical Phone Support (Direct Line - 816-600-5850 / Email: support@controlservice.com)

This service agreement provides for unlimited technical phone support Monday through Friday between the hours of 8:00 AM CST and 5:00 PM CST. The customer will be connected with one of CSC's Technical Support Engineers who will help troubleshoot problems, assist with any configurations, and answer questions about the building automation system. When the issues cannot be resolved remotely, a Technical Support Engineer will arrange for the appropriate Service Technician to be dispatched for final resolution. Remote access to the customer's system is required for live troubleshooting by the CSC Technical Support Engineer. The customer is responsible for providing remote access accounts for all CSC Technical Support Engineers via VPN or similar to utilize this feature.

Technical phone support is available 24 hours a day, 7 days a week. Calls received after 5:00 PM CST and prior to 8:00 AM CST will be directed to the on-call Technical Support Engineer. Additional charges based on the rate schedule within this agreement will apply.

Emergency Services (Direct Line - 816-600-5850)

This service agreement provides priority for dispatching emergency services to the customer's facility 24 hours a day, 7 days a week. As an agreement customer, calls for emergency service will be given CSC's highest priority. Additional charges based on the rate schedule within this agreement will apply.





Detailed Description of Work Continued.....

Continuous Training Program

This program provides unlimited access to training classes in CSC's local training center in Lee Summit, MO. This access provides the ability to learn as much as the customer wants to know about the building automation system.

A variety of sessions on applicable topics are offered throughout the year, specifically for our assurance customers. The service agreement allows you and your staff to access all these courses as many times as you would like to attend during the service agreement term.

CSC will email a list of training classes and utilize a ticketing system to schedule classes. As a contract customer, anyone within your organization you choose to add to the recipient list will be contacted as classes are scheduled. Call 816-600-5850, or email training@controlservice.com with any questions.

To ensure we provide world class training that you can apply to your facility, we limit our classes to a maximum of eight students per session. All our training is offered on a first-come, first-served basis. Training outside of our local training facility can be arranged for an additional cost.

Service Reports

During each planned visit, our specialists will document the work performed, discuss any material used for the work performed and discuss any additional findings that need attention including anything that may need to be prioritized.

Preferred Labor Rates


You'll receive discounted hourly rates for any service visits or projects not covered by your regularly scheduled appointments. These special rates are detailed in the Service Agreement Section.

Discounted Replacement Parts

You'll receive a discount on our CSC master list pricing for all replacement parts including Automated Logic components.

Reduced Minimum Service Call

For onsite labor performed outside of regularly scheduled visits, a reduced 2-hour minimum will apply (standard minimum is 4 hours).



Detailed Description of Work Continued.....

Frequency of Site Visits

On-Site Visits for Version Upgrade, Software Maintenance, and Database Protection

SEMI-ANNUALLY

- Provide 2 on-site visits to perform software maintenance and database protection referenced in detailed scope of work. Routine maintenance may include patches and driver updates, systems check, optimum performance diagnostics, and investigation of other key items requested by your facility management. WebCTRL Version upgrades (when available) will be provided as one of these visits.

On-Site Visits for Maintenance and System Tuning

SEMI-ANNUALLY

- Provide 2 on-site visits in addition to Software and Database protection to perform maintenance and system tuning as directed by your facility management. Routine maintenance could include systems check, device calibration, wiring and device checks, and other key items requested by your facility management team.

SERVICE AGREEMENT

Customer Name: Jackson County

Submitted By: Justin Smith

Scope of Service

CSC will provide the services of an account manager and/or controls technician for a total of **4 Visits**. Depending on system size, additional visits may be required to update hardware drivers and software patches. Labor to accomplish these updates has been taken into consideration while generating this agreement and will be covered by CSC. All updates will take place during normal business hours from 7:00am CST to 5:00pm CST unless otherwise noted. All work to be performed is listed under the Detailed Description of Work section in this contract.



SERVICE AGREEMENT Continued.....

Agreement Term/Automatic Renewal

- This agreement takes effect on **April 1st 2026** and will continue for **3 Years**
The customer or CSC has the option to terminate the agreement at any point during the contract term by providing a written notice of termination. The notice must be issued at least 30 days before the termination date.

Agreement Price/Billing

The annual amount shown will be paid to CSC **4** payments every term.

Payments are due and payable, in advance, when the customer receives the invoice of the services to be provided.

- Year 1 pricing = **\$18,836.00**
- Year 2 pricing = **\$19,732.00**
- Year 3 pricing = **\$29,176.00**

Price increase year 3 due to JCDC out of warranty

Please note that all products and services being provided are in accordance with the OMNIA Cooperative. Contract #159051

Preferred Rates

Billable rates for hours not included in this agreement are listed below. Rates subject to annual increase

- Straight Time Rate for Technical Services (2 hour minimum for On-Site Services): **\$195.00 per hour.**
- Overtime Rate for Technical Services (2 hour minimum for On-Site Services): **\$270.00 per hour**
- Automated Logic Parts will be sold at **40% of ALC's List Price.**

Early Termination

In the event of early termination or other breach by the Customer, CSC may, at its option, recover from the Customer. The Customer will then be obliged to pay the amount for any work completed which, under the terms of this Agreement, may be due or which may have accrued to the date of such termination.





SERVICE AGREEMENT Continued.....

Acceptance and Approval

This Agreement will become binding upon signature by Customer and signature by a CSC representative and is subject to the Terms and Conditions attached and incorporated in this Agreement.

Customer Acceptance (typed/printed name)

CSC Acceptance (typed/printed name)

Customer Title

CSC Title

Customer Signature

CSC Signature

Customer Signature Date

CSC Signature Date

CSC CONTACTS

The following controls professionals at CSC are listed for your convenience whenever you need to contact us:

Your Control Systems Manager

Nathan Hallum

Your Sales Executive:

Stan Chandler

Your Emergency After Hours Service:

816-600-5850

Your Area Service Manager:

Justin Smith



TERMS AND CONDITIONS OF SERVICE – CONTROL SERVICE COMPANY, INC. (CSC)

PAYMENT AND TAXES – Payment shall be made net 30-days from date of invoice. CSC reserves the right to request cash payment or other alternative method of payment prior to shipment or completion of work if CSC determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30-day payment term. In addition to the price, the Customer shall pay CSC any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide CSC with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered. All past due invoices will accrue interest at the lesser of 1% (one percent) per month or the maximum amount allowable by law.

RENEWTERMS AND PRICING ADJUSTMENT – This Agreement will automatically renew on each anniversary date for an additional term of the same length (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. The Agreement Price for each Renewal Term will be adjusted annually based on the greater of the year-over-year percentage increase in the Burdened (Base + Fringe Benefits) Journeyman wage rates published in the Local UA or Local IBEW Collective Bargaining Agreements (CBAs). This percentage increase will be used to calculate CSC's wage rates for the Renewal Term. CSC will publish the updated Renewal Rates to the Customer by June 30th of each Renewal Term year.

SCOPE OF WORK/EXCLUSIONS – Customer agrees to provide CSC with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. CSC agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge CSC for any costs or expenses without CSC's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by CSC under this Agreement, CSC's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Certain exclusions apply to services where CSC provides covered repair labor and material cost under this agreement. Those exclusions regarding covered repair labor and material cost services include service calls due to failures resulting from Force Majeure Events (see Section 6 below), abuse or misuse of equipment, willful damage of equipment, alterations, modifications, and/or any damages because of negligence by others. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by CSC shall not operate to compel CSC to perform any work relating to Hazards without CSC's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.


DELAYS – CSC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond CSC's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event CSC is delayed in performance under this Agreement by a Force Majeure Event and without the fault or negligence of CSC, CSC agrees to notify Customer in writing as soon as practicable of the causes of such delay, and CSC shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance.

WARRANTY – CSC warrants to Customer that the Work performed by CSC hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. CSC warrants that all CSC equipment, parts or components supplied hereunder will be free from defects in material and workmanship. CSC shall at its option repair or replace, EXW point of sale, any equipment, part or component sold by CSC and determined to be defective within one (1) year from the date Customer has beneficial use. CSC does pass on to Customer any available manufacturer's warranty for such products. CSC warrants that all services provided by CSC hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, CSC shall at its option re-perform or issue a credit for such service. CSC's obligations as set forth herein shall be Customer's exclusive remedy. CSC shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by CSC, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than CSC. Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. CUSTOMER ACKNOWLEDGES THAT CSC MAKES NO REPRESENTATION OR WARRANTY THAT THE MANUFACTURED PRODUCTS AND/OR CONSTRUCTION MATERIALS USED BY CSC IN CONNECTION WITH MEETING ITS OBLIGATIONS UNDER THE WARRANTY WITH RESPECT TO REPAIR OR REPLACEMENT WILL COMPLY WITH THE REQUIREMENTS OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT, THE BUY AMERICAN ACT OR ANY SIMILAR LAWS OR REGULATIONS.

WORKING HOURS – All services performed under this Agreement, including major repairs, are to be provided during CSC's normal working hours unless otherwise agreed in writing.

CUSTOMER RESPONSIBILITIES – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as maybe necessary to perform the specified work; promptly notify CSC of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. If online service via modem is being provided, the Customer shall provide and maintain all relevant communications equipment and service, which may include, but not be limited to a telephone line with long distance direct dial and answer capability, internet access or Wi-Fi.



LIMITATION OF LIABILITY – Under no circumstances shall CSC be liable for any indirect, incidental, collateral, special, punitive, or consequential damages, including, but not limited to loss of revenue, loss of profit, recalls, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. CSC shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that CSC's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, CSC's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by CSC under this Agreement. The aggregate liability shall not limit the liability of CSC for any injury to, or death of a person, caused by its gross negligence.

CUSTOMER TERMINATION FOR DEFAULT – Customer shall have the right to terminate this Agreement for CSC's default provided CSC fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, CSC shall have free access to enter Customer locations to disconnect and remove all CSC-owned parts, tools and personal property. Additionally, Customer agrees to pay CSC for all incurred but unamortized service costs performed by CSC including overhead and a reasonable profit.

CSC TERMINATION – CSC reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and CSC. Should Customer fail to make payment in accordance with the terms of this Agreement, and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, CSC may terminate this Agreement without liability.

CLAIMS – Any lawsuits arising from the performance or nonperformance of this Agreement, with the exception of any claims for nonpayment, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, CSC shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

GOVERNMENT PROCUREMENTS –

(a) COMMERCIAL ITEMS – The components, equipment and services provided by CSC under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on CSC's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, CSC will not agree to provide or certify cost or pricing data, nor will CSC agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by CSC.

(b) WHERE CSC IS SUBCONTRACTOR – Where CSC is subcontractor, CSC is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by CSC. In addition, CSC will not agree to provide or certify cost or pricing data nor will CSC agree to comply with the Cost Accounting Standards (CAS). CSC refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

OCCUPATIONAL SAFETY AND HEALTH – CSC and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION – This Agreement contains the complete and exclusive statement of the agreement between CSC and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may transfer or assign all or a portion of this Agreement only with CSC's prior written consent. However, CSC may transfer or assign all or part of this Agreement upon written notice to Customer. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

CUSTOMER CONSENT – Customer grants to CSC and its successors and/or assigns the right to photograph Customer's premises where the equipment and/or services were installed or performed. Customer further grants to CSC and its successors and/or assigns the right to use those photographs and videos, Customer's name and nature of Customer's relationship with CSC in all forms of media for CSC's marketing campaigns including but not limited to press releases, case studies, project profiles, newsletters, social media and promotional brochures.

INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, CSC retains ownership of its intellectual property and no license to CSC's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

PRICE ADJUSTMENTS – The prices of services performed and/or equipment purchased under this Agreement are subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such a change shall come into effect on thirty (30) days' prior written notice from Seller to Customer.

DATA PRIVACY – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement.