

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$3,041.00 from the undesignated fund balance of the 2020 Park Fund in acceptance of insurance proceeds for the repair of damage to a vehicle for use by the Parks + Rec Department.

**ORDINANCE NO. 5317**, February 17, 2020

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the County has received a payment from Traders Insurance Company, representing the cost of repairs to a Parks + Rec vehicle damaged during snow removal operations on December 16, 2019; and,

WHEREAS, an appropriation is necessary to place the insurance proceeds in the proper spending account so that the funds may be used toward the repair of the damage; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2020 Park Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund 003-9999	47040 – Reimb. Damage Claims	\$3,041	
003-2810	Undesignated Fund Balance		\$3,041
003-2810	Undesignated Fund Balance	\$3,041	

Equipment Service Center  
003-1614

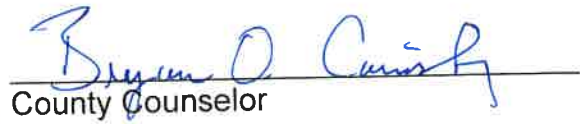
56530 – Maint & Repair Auto

\$3,041

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5317 introduced on February 17, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5317.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 003 2810  
ACCOUNT TITLE: Park Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$3,041.00

2/13/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION  
EXECUTIVE OFFICE**

Completed by County Counselor's Office:

Res/Ord No.: 5317

Sponsor(s): Tony Miller

Date: February 17, 2020

FEB 12 2020

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Appropriating \$3,040.43 in acceptance of proceeds for the repairs to a damaged Parks + Rec vehicle after an auto accident</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>\$3,040.43</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td><del>\$0</del></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$3,040.43</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td><del>\$0</del></td> </tr> <tr> <td>Source of funding (name of fund) and account code number;                  FROM: 003-9999-47040 Park Fund-Reimbursement                  Damage Claims</td> <td>FROM ACCT                  \$3,040.43</td> </tr> <tr> <td>TO: 003-1614-56530 Park Fund – Main &amp; Repair-                  Auto Equipment</td> <td>TO ACCT                  \$3,040.43</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):                  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$3,040.43	Amount previously authorized this fiscal year:	<del>\$0</del>	Total amount authorized after this legislative action:	\$3,040.43	Amount budgeted for this item * (including transfers):	<del>\$0</del>	Source of funding (name of fund) and account code number; FROM: 003-9999-47040 Park Fund-Reimbursement Damage Claims	FROM ACCT \$3,040.43	TO: 003-1614-56530 Park Fund – Main & Repair- Auto Equipment	TO ACCT \$3,040.43
Amount authorized by this legislation this fiscal year:	\$3,040.43												
Amount previously authorized this fiscal year:	<del>\$0</del>												
Total amount authorized after this legislative action:	\$3,040.43												
Amount budgeted for this item * (including transfers):	<del>\$0</del>												
Source of funding (name of fund) and account code number; FROM: 003-9999-47040 Park Fund-Reimbursement Damage Claims	FROM ACCT \$3,040.43												
TO: 003-1614-56530 Park Fund – Main & Repair- Auto Equipment	TO ACCT \$3,040.43												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): John Johnson, Superintendent, Park Operations, (816) 503-4823.</p>												
<p>REQUEST SUMMARY</p>	<p>Requesting \$3,040.43 to be appropriated in acceptance of proceeds from Traders Insurance Company for the repair to a Parks + Rec Department truck which was rear-ended during snow removal duty on December 16, 2019.</p> <p>The check was deposited by the Finance Department into Account 003-9999-47040 – Reimbursement Damage Claims.</p>												
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
<p>ATTACHMENTS</p>	<p>Check Copy</p>												

*Sm 2/12/20*

REVIEW	Department Director: <i>Michele Newman</i>	Date: <i>2-7-20</i>
	Finance (Budget Approval): <i>Sarah Matthe</i> <i>If applicable</i>	Date: <i>2/12/20</i>
	Division Manager: <i>Anay M. Schulte</i>	Date: <i>2/12/2020</i>
	County Counselor's Office: <i>Bryan Coimbo</i>	Date: <i>2/13/2020</i>

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:
003-9999-47040	Park Fund – Reimbursement Damage Claims	\$3,040.43

- 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.

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: February 12, 2020

ORD # 5317

Department / Division	Character/Description	From	To
<b>Park Fund - 003</b>			
9999	47040 - Reimb Damage Claims	3,041	
2810	Undesignated Fund Balance		3,041
2810	Undesignated Fund Balance	3,041	
1614 - Equipment Service Center	56530 - Maint & Repair - Auto		3,041
<div style="display: flex; align-items: center;"> <div style="font-size: 1.2em;">2/12/20</div> </div>		\$ 3,041	\$ 3,041

Budgeting

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Monday, February 17, 2020, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

**RESOLUTION NO. 20376**, February 17, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, February 17, 2020, during the regularly scheduled meeting of the Legislature; and,

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

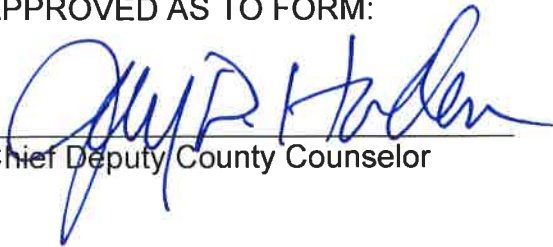
WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, February 17, 2020, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20376 of February 17, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** accepting an On-Line Training grant from the Missouri Police Chiefs Charitable Foundation and authorizing the Director of Finance and Purchasing, Sheriff, and County Executive to execute a Solution Agreement and a Subaward Agreement with Virtual Academy of Martin, TN, to provide on-line training to the Sheriff's Office, at no cost to the county.

**RESOLUTION NO. 20377**, February 17, 2020

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Sheriff's Office has been awarded an On-Line Training grant by the Missouri Police Chiefs Charitable Foundation to allow 120 law enforcement personnel within the office to participate in online training programs; and,

WHEREAS, said training will be provided by Virtual Academy of Martin, TN, at no cost to the County, with fees for the online programs to be paid by the foundation out of the proceeds of the grant; and,

WHEREAS, the execution of the attached Subaward Agreement with the foundation is necessary to accept this grant; and,

WHEREAS, the Sheriff has requested the execution of the Subaward Agreement with the foundation which sets out the rights and obligations of each party relating to the grant; and,

WHEREAS, the County will also be required to execute the attached Solution Agreement with Virtual Academy of Martin, TN, and;

WHEREAS, the execution of these agreements is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

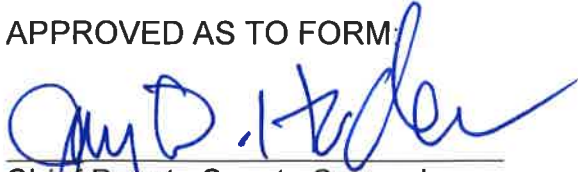
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the On-Line Training grant from the Missouri Police Chiefs Charitable Foundation be and is hereby accepted; and,

BE IT FURTHER RESOLVED that the County Executive and Sheriff be and are hereby authorized to execute the attached Subaward Agreement with the foundation; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and is hereby authorized to execute the attached Solution Agreement with Virtual Academy of Martin, TN.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20377 of February 17, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

R. 20377

**Timothy Lowery**  
Foundation Chairman

**Robert Shockey**  
Executive Director



Mailing Address: 1001 E. High St.  
Jefferson City, MO 65101  
Telephone: 573-636-5444  
Fax: 573-636-6634

MISSOURI  
**Police Chiefs Charitable Foundation**

January 7, 2020

Jackson County Sheriff's Office  
Darryl Forte'  
415 E. 12th Street, 2nd Floor  
Kansas City, MO 64016

**RE: FY18 LEPTA Online Training Grant  
Award #EMW2018-SS-00044-17**

To the Attention of: Darryl Forte'

Enclosed is the FY18 SHSP Subaward Agreement for the FY18 LEPTA Online Training in the amount of \$4200. This covers the 120 officers that you requested in your grant application. We ask that you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please mail the original documents and current roster to our office at the address listed above no later than February 3, 2020. If you can also email that roster to the Virtual Academy representative

The project period of performance for this award began September 1, 2018 and ends August 31, 2020.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact me at (573) 636-5444 or Andy Wills at (870) 510-7521 or [andy.wills@virtualacademy.com](mailto:andy.wills@virtualacademy.com)

Sincerely,

*Sue E. Lindsey*

Sue Lindsey, Grant Project Manager  
Missouri Police Chiefs Association  
Missouri Police Chiefs Charitable Foundation

Attachment(s): Subaward Agreement  
Articles of Agreement/Special Conditions

This Grant Funding was made possible through the following:

Department of Homeland Security  
Missouri Dept of Public Safety,  
Office of Homeland Security

# SUBAWARD AGREEMENT



Missouri Police Chiefs Charitable Foundation  
 1001 East High Street  
 Jefferson City, MO 65101  
 Telephone: 573-636-5444 Fax :573-636-6634

DATE 1/07/2020	
FEDERAL GRANT NUMBER EMW-2018-SS-00044	OHS CONTROL NUMBER 17

SUBRECIPIENT NAME Jackson County Sheriff's Office	DUNS NUMBER 117044176
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ADDRESS  
415 E. 12th Street, 2nd Floor

CITY Kansas City	STATE MO	ZIP CODE 64016
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TOTAL AMOUNT OF THE FEDERAL AWARD \$ 4200	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$4200
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TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT 4200	TOTAL APPROVED COST SHARING OR MATCHING N/A
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PROJECT PERIOD FROM 09/01/2018	PROJECT PERIOD TO 08/31/2020	FEDERAL AWARD DATE 08/16/2018
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PROJECT LETPA FY 2018 Missouri Police Chiefs, Online Training Grant	FUNDED BY FY 2018 SHSP LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITY
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FEDERAL AWARDOING AGENCY Department of Homeland Security , MO Dept of Public Safety, Office of Homeland Security	PASS THROUGH ENTITY Missouri Police Chiefs Charitable Foundation	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
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CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067	METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement
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### CONTACT INFORMATION

AWARDING AGENCY GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR
NAME Sue Lindsey	NAME Darryl Forte
E-MAIL ADDRESS slindsey@mopca.com	ADDRESS (if different from above) CITY, STATE AND ZIP CODE
TELEPHONE 573-636-5444	
AWARDING OFFICER Tim Lowery, MPCCF Chairman	TELEPHONE 816-541-8017
	E-MAIL ADDRESS cdegroff@jacksongov.org

SUMMARY DESCRIPTION OF PROJECT  
 The purpose if the FY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United State. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities essential are not exclusive to any single government, organization, or community, but rather, require the combined effort of the whole community. **These funds are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C 607**

### AWARDING AGENCY APPROVAL

### SUBRECIPIENT AUTHORIZED OFFICIAL APPROVAL

TYPED NAME AND TITLE OF AWARDOING AGENCY OFFICIAL Timothy Lowery, Chairman		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL	
SIGNATURE OF APPROVING AWARDOING AGENCY OFFICIAL 	DATE January 7, 2020	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**

GRANT PROGRAM FY 2018 LEPTA – On Line Training	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER EMW -2018-SS -00044-17	DATE January 7, 2020
<b>SUBAWARD AGREEMENT</b>	
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AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM FY 2018 LEPTA - Online Training	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER EMW -2018-SS -00044-17	DATE January 7, 2020
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

### Article I – Summary Description of Award

The purpose of the FY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

### Article II – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### Article III - Whistleblower Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310.

### Article IV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### Article V - USA Patriot Act of 2011

Subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

### Article VI – Universal Identifier and System of Award Management (SAM)

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

### Article VII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

AUTHORIZED OFFICIAL  
INITIALS

GRANT PROGRAM FY 2018 LEPTA - Online Training	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER EMW -2018-SS -00044-17	DATE January 7, 2020
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

### Article VIII – Rehabilitation act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### Article IX – Trafficking Victims Protection Act of 2000

Subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

### Article X – Terrorist Financing

Subrecipients must comply with E.O 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

### Article XI SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### Article XII – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

### Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

### Article XIV - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM FY 2018 LEPTA - Online Training	SUBRECIPIENT <i>Jackson County Sheriff's Office</i>
AWARD NUMBER EMW -2018-SS -00044-17	DATE January 7, 2020
<b>SUBAWARD AGREEMENT</b> ARTICLES OF AGREEMENT	

**Article XV – Title VI of the Civil Rights Act of 1964-Title VI**

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

**Article XVII – Americans with Disabilities Act of 1990**

Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

**Article XVIII – Age Discrimination Act of 1975**

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article XIX - Activities Conducted Abroad**

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article XX– Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article XXI – Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM FY 2018 LEPTA - Online Training	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER EMW -2018-SS -00044-17	DATE January 7, 2020
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XXII – Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article XXIII – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

**Article XXIV - Non-supplanting Requirement**

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

**Article XXVI – National Environmental Policy Act**

Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXVII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including and extension, continuation, renewal, amendment, or modification.

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM FY 2018 LEPTA - Online Training	SUBRECIPIENT Jackson County Sheriff's Office
AWARD NUMBER EMW -2018-SS -00044-17	DATE January 7, 2020
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XXVIII- Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Subrecipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article XXIV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. §2225a), subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. §2225).

**Article XXX- Fly America Act of 1974**

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXXI – Federal Leadership on Reducing Text Messaging while Driving**

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article XXXII - Federal Debt Status**

Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXXIII - False Claims Act and Program Fraud Civil Remedies**

Subrecipients must comply with the requirements of (31 U.S.C. § 3729) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 38 U.S.C. § 3801-3812) which details the administrative remedies for false claims and statements made.

**Article XXXIV - Energy Policy and Conservation Act**

Subrecipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. § 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

AUTHORIZED OFFICIAL  
INITIALS

GRANT PROGRAM FY 2018 LEPTA - Online Training	SUBRECIPIENT Jackson County Sheriff's Office
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**Article XXXV – Education Amendments of 1972 (Equal Opportunity in Education) – Title IX**

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXXVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article XXXVII - Drug-Free Workplace Regulations**

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

**Article XXXVIII - Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

**Article XXXIX – DHS/OHS Specific Acknowledgements and Assurances**

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with the applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM FY 2018 LEPTA - Online Training	SUBRECIPIENT <i>Jackson County Sheriff's Office</i>
AWARD NUMBER EMW -2018-SS -00044-17	DATE <i>January 7, 2020</i>
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3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
- 4.
5. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
6. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Missouri Office of Homeland Security at 1101 N. Riverside Dr., Jefferson City, MO 65102.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin, (including LEP), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case of matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the Missouri Office of Homeland Security at the address listed above.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article XL – MISSOURI POLICE CHIEFS CHARITABLE FOUNDATION, Specific**

By accepting this award, the subrecipient agrees:

- Applicable Articles of Agreement
  - Applicable Grant Program Guidance/ Notice of Funding Opportunity Announcement (NOFO)
  - Subaward Agreement
1. Subrecipients receiving funds for On Line Training must provide a current roster of all LE Officers including individual Post Numbers, when returning this signed subaward agreement.
  2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
  3. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
    - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
    - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM FY 2018 LEPTA - Online Training	SUBRECIPIENT <i>Jackson County Sheriff's Office</i>
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4. MPCCF reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the MPCCF, become property of MPCCF. The subrecipient shall be entitled to receive Post Credit Hours for the work completed prior to the effective date of termination.
5. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
6. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
7. In the event MPCCF determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
8. To submit Grant Status Reports to MPCCF by the due dates of March 30, 2020 and June 30, 2020 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to MPCCF within 45 days after the end of the project period.
9. Each Officer MUST complete the following required courses:
  - The Bulletproof Mind for Law Enforcement
  - Violent Jihadist
  - Isis and Social Media
  - Fentanyl
  - Combatting Human Trafficking

*Not Required but are suggested*

  - Investigating & Prosecuting Cyber Predators
  - Generational Differences
  - Human Fatigue in 24/7 Operations
  - De-escalation

AUTHORIZED OFFICIAL INITIALS
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# VIRTUAL ACADEMY

## VIRTUAL ACADEMY SOLUTION AGREEMENT

### Cover Sheet

THIS VIRTUAL ACADEMY SOLUTION AGREEMENT (comprising this Cover Sheet and the Terms and Conditions attached hereto, collectively, the “Agreement”) is entered into as of the date of the later signature below (“Effective Date”) by and between Virtual Academy, a division of Savant Learning Systems, Inc. (“Virtual Academy”), and the law enforcement agency identified below (“Law Enforcement Agency”).

A. WHEREAS, Virtual Academy has developed a comprehensive suite of content, products and services (each individually, a “Solution” and, collectively, the “Solutions”) designed to permit Law Enforcement Agency to offer training online, which Solutions include Virtual Academy’s custom on-line training management system (“TMS”), currently offered under the brand “Virtual Academy.”

B. WHEREAS, Law Enforcement Agency desires to arrange for access to and use of the TMS and the additional Solutions specifically elected by Law Enforcement Agency (“Elected Solution(s)”) as indicated below, and Virtual Academy is willing to provide such Elected Solutions, subject to the terms and conditions herein.

#### Elected Solutions

Package Options	Number of Users
LETPA Grant Full TMS & Catalog (LETPA Classes Required) Funded by Missouri Police Chiefs Association	120

VIRTUAL ACADEMY, A DIVISION OF SAVANT LEARNING SYSTEMS, INC.

By: \_\_\_\_\_  
(signature)

Name: Ronnie Carnahan

Title: EVP

Date: \_\_\_\_\_

\_\_\_\_\_ Jackson County Sheriff’s Office \_\_\_\_\_  
(department name)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## VIRTUAL ACADEMY SOLUTION AGREEMENT – TERMS AND CONDITIONS

1. TMS Access. Virtual Academy hereby grants Law Enforcement Agency a non-exclusive, limited, revocable, non-transferable, non-sublicenseable right and license to access the TMS, subject to the terms of this Agreement, solely in connection with Law Enforcement Agency's offering of the training to its sworn and non-sworn employees and affiliates.

2. Virtual Academy Warranty. Virtual Academy warrants that (i) it will use commercially reasonable efforts to ensure that the TMS, courseware, instructional materials, software or source code do not contain any malware or other code that could cause damage to Law Enforcement Agency's computer systems or data; and (ii) it owns and/or has all necessary rights to use and to permit the use of the TMS, courseware, instructional materials, software or source code as provided herein. Virtual Academy makes no other warranty, express or implied, in connection with the Solutions, and hereby disclaims and excludes any warranty of fitness for a particular purpose and/or warranty of merchantability.

3. Access. Virtual Academy will use commercially reasonable efforts to provide continuous access to the Virtual Academy platform, excluding planned maintenance periods and unplanned downtime beyond the reasonable control of Virtual Academy. Law Enforcement Agency understands that Virtual Academy cannot guarantee access at all times. Virtual Academy shall not be responsible for any failure by Law Enforcement Agency or its officers to gain access to the Solutions due to causes beyond Virtual Academy's reasonable control, including power outages, and damage to or defects in computer hardware.

4. Maintenance and Software Upgrades. Maintenance and software upgrades to the TMS, courseware, instructional materials, software, or source code may be performed at the discretion of Virtual Academy. Virtual Academy agrees to provide Law Enforcement Agency with reasonable advance notice of scheduled maintenance and/or software upgrades.

5. Compliance with Certain Regulatory Requirements.

a. Privacy Protection. Each party will ensure that officer grades and/or other protected information related to this Agreement will be treated as confidential and protected from disclosure as required by federal and applicable state law. Officer grades are the property of Law Enforcement Agency and Law Enforcement Agency shall be responsible for maintenance of such data.

6. Confidentiality. To the extent permitted by applicable law, the terms of this Agreement are confidential. Except as required by law, neither party shall furnish confidential information of the other party to any unauthorized person or entity. Nothing in this section prevents Virtual Academy from issuing a mutually acceptable press release or naming Law Enforcement Agency as a client in advertising materials and/or as a case study of the TMS, courseware, instructional materials, software, or source code. Law Enforcement Agency further authorizes Virtual Academy to monitor performance and/or service level information and data associated with Law

Enforcement Agency's use of the TMS, courseware, instructional materials, software or source code, and Virtual Academy will seek authorization from Law Enforcement Agency to make such performance and/or service level information and data publicly available for promotional and/or advertising purposes.

7. Intellectual Property. Virtual Academy owns all right, title and interest in the intellectual property embodied in or related to the TMS, courseware, Solutions, instructional materials, software or source code (including any and all tangible and intangible ideas, items, works of authorship and other materials resulting from such Solutions, such as all works of authorship forming any part of the TMS, courseware, Solutions, instructional materials, software or source code, whether or not registered or capable of registration, including but not limited to the source code, any graphical or pictorial works such as but not limited to logos, graphical user interfaces, architecture and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications). Virtual Academy shall retain ownership over all instructional and/or reference content, excluding officer data and supplemental Law Enforcement Agency or training materials uploaded by Law Enforcement Agency or any of its officers, employees or agents, or by users of the TMS.

8. Proprietary Rights and Restrictions. Virtual Academy holds and retains all right, title, and interest in its software, original applications, documentation, materials, and all other intellectual property. Nothing in this Agreement is intended to transfer any ownership rights to Law Enforcement Agency. Law Enforcement Agency shall not:

a. Decompile, disassemble, or reverse engineer, or attempt to decompile, disassemble or reverse engineer, the TMS, courseware, instructional materials, software or source code;

b. Modify or attempt to modify the TMS, courseware, instructional materials, software or source code;

c. Rent, lease, license, assign, sell or otherwise provide access to any unauthorized individual or entity to Virtual Academy's intellectual property, including the TMS, courseware, Solutions, instructional materials, software or source code, and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications on a temporary or permanent basis;

d. Upload, or attempt to upload, to Virtual Academy's servers any information, material or content that infringes upon any third party copyright, trademark, patent or trade secret, or material or content that is in violation of any law of the United States;

9. Trademarks. During the term of this Agreement (and thereafter, for historical purposes), Law Enforcement Agency grants Virtual Academy a limited, non-exclusive license to use Law Enforcement Agency's trademarks, as designated in writing by Law Enforcement Agency, solely for the purpose of fulfilling

Virtual Academy's obligations and exercising Virtual Academy's rights hereunder.

10. Assignment. Law Enforcement Agency may not assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the express written consent of Virtual Academy, which Virtual Academy may withhold in its sole discretion.

11. Compensation. Law Enforcement Agency shall pay to Virtual Academy the amounts on the schedule set forth on the Cover Page.

12. Payment Terms. Payment is due upon receipt of invoice. Law Enforcement Agency and Virtual Academy hereby agree that:

a. Late payments are subject to an interest charge of 1 1/2% per month, or the maximum rate permitted by law, if lower.

b. If Virtual Academy incurs costs in collecting overdue invoices, Law Enforcement Agency is responsible for collection costs including reasonable attorneys' and/or collection fees.

c. Law Enforcement Agency may not reduce or offset any amounts due to Virtual Academy.

d. Acceptance of partial payment from Law Enforcement Agency by Virtual Academy does not waive the right to collect the full amount due.

13. Responsibilities of Law Enforcement Agency. Law Enforcement Agency agrees to perform the following:

a. Law Enforcement Agency will provide to Virtual Academy a list of enrolled officers and officer identification as is needed for Virtual Academy to perform its obligations under this Agreement. The list provided by Law Enforcement Agency will reflect officers enrolled as of the first day of implementation and will be provided to Virtual Academy a minimum of five (5) days prior to the initiation of implementation.

b. Law Enforcement Agency will arrange and provide for a qualified officer to administer and oversee Law Enforcement Agency's use and implementation of the TMS, courseware, instructional materials, software, source code and the Solutions in connection with the training. Law Enforcement Agency will ensure that all such officers participate in the training and orientation provided by Virtual Academy with respect to the TMS, courseware, Solutions, instructional materials, software or source code. Law Enforcement Agency will take such steps as necessary to ensure that officers respect Virtual Academy copyrights and proprietary information.

c. Law Enforcement Agency shall exercise the sole decision-making authority in the (i) appointment of training officers, (ii) admission of officers to the training, (iii) evaluation

of officer performance, and (iv) decisions to award course credit and/or training credentialing.

d. Law Enforcement Agency warrants that it has policies and procedures in place to comply with, and will comply with, all applicable federal, state, and local laws and regulations with respect to the training. Without limiting the foregoing, Law Enforcement Agency will be responsible for compliance with all applicable state accrediting agency requirements and state law authorizations and requirements.

e. Law Enforcement Agency will provide such other reasonable administrative support for the implementation and functioning of the TMS and the Solutions not otherwise specifically set forth in this Agreement as being the responsibility of Virtual Academy.

f. Law Enforcement Agency will make reasonable efforts to prevent unauthorized access to the TMS, courseware, instructional materials, software or source code and to maintain confidentiality of login information used by officers and instructors to access the TMS, courseware, instructional materials, software or source code.

g. Any additional responsibilities of Virtual Academy and Law Enforcement Agency with respect to the Solutions shall be mutually agreed in writing.

14. Term. The term of this Agreement will commence on the Effective Date and continue in effect thereafter, unless terminated earlier as provided herein, for one (1) years. Notwithstanding the foregoing, unless Virtual Academy or Law Enforcement Agency provides written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable term, this Agreement shall renew for an additional (1) year term or as otherwise negotiated.

15. Termination for Breach. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon provision of thirty (30) days' written notice to the breaching party, provided that such breach has not been cured within said period. If Virtual Academy terminates this Agreement due to Law Enforcement Agency's failure to make adequate or timely payment, all Solutions may be terminated at Virtual Academy's option. In the event of termination following such breach, Virtual Academy may, at its option, (a) charge a reinstatement fee to reinstate support Solutions; or (b) decline to reinstate support Solutions until breach is cured. In addition, either party may terminate this Agreement, effective immediately upon notice, if the other party files for bankruptcy protection, is determined to be bankrupt or insolvent or enters into any bankruptcy or insolvency proceeding, except that Virtual Academy shall continue to provide courses still in session in accordance with the terms of this Agreement to the extent legally permitted to do so.

16. Effect of Termination. Virtual Academy also agrees that in case of termination by either party, it will make reasonable efforts to protect officer data, subject to the terms of this Agreement. Notwithstanding anything herein to the contrary, as of the date that is twelve (12) months following any expiration or

termination of this Agreement, officer data may be destroyed at the discretion of Virtual Academy. Upon the expiration or any termination of this Agreement the following Sections shall survive: 5, 6, 7, 8, 9, 11; 12; 17; 18; 20 and 21.

17. Limitation of Liability. Excluding a party's fulfillment of its indemnification obligations hereunder, neither party shall be liable or responsible to the other party for any indirect, special, punitive, incidental, or consequential damages in connection with or arising out of this Agreement, even if that party has been advised of the possibility of such damages or it is otherwise foreseeable. Virtual Academy's total liability to Law Enforcement Agency for damages, costs, losses, or expenses relating to this Agreement is limited to the fees paid or owed by Law Enforcement Agency with respect to previous year.

18. Force Majeure. Virtual Academy warrants that it shall use commercially reasonable efforts to maintain Solutions and protect data. Virtual Academy shall not be liable for any failure to perform its obligations where such failure is a result of acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity, telephone, or internet service.

19. Mediation and Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on written request of either party served on the other, be submitted first to mediation and then if still unresolved to mediation. Said mediation shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes.

20. Governing Law. This Agreement is governed by the laws of the State of Missouri. Legal action arising from this Agreement shall only be filed in the State of Missouri. The parties waive any right to a jury trial.

21. Legal and Regulatory Changes. If any law or regulation governing this Agreement, the Solution or the training changes such that any aspect of this Agreement, the Solution or any training as then provided does not comply with such law or regulation, the Parties shall amend this Agreement solely to the extent necessary to comply with such law or regulation.

22. Entire Agreement. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements.

23. Amendment. No amendment, modification, termination or waiver of any provision of this Agreement is effective unless it is in writing and signed by both parties.

24. Severability. If a court declares any part of this Agreement void or unenforceable, the remaining terms and provisions shall remain in force.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

26. The Department agrees to complete the classes required by the grant for compliance. Failure to complete the required classes will result in the department incurring the cost associated to the grant.

**REQUEST FOR LEGISLATIVE ACTION**  
EXECUTIVE OFFICE

**Version 6/10/19**

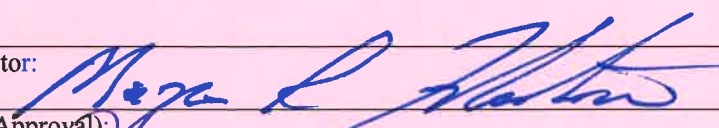
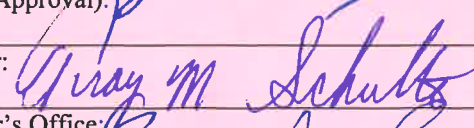

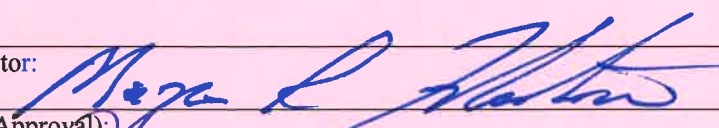
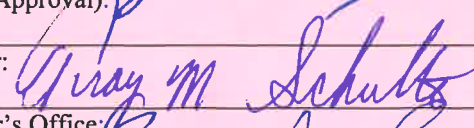

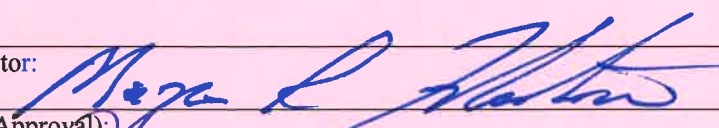
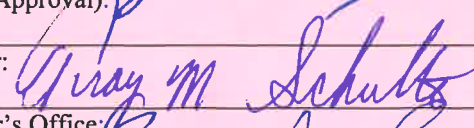

Completed by County Counselor's Office:

Res/Ord No.: 20377

Sponsor(s): Charlie Franklin

Date: February 17, 2020

JAN 23 2020

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the Jackson County Sheriff's Office to accept an "On-Line" training grant from the Missouri Police Chief's Charitable Foundation. The grant will provide Missouri POST certified Continuing Education hours through the Virtual Academy, for one year, to 120 law enforcement personnel; at no cost to Jackson County.</p>										
<p><b>BUDGET INFORMATION</b> To be completed By Requesting Department and Finance</p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable):                  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
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Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:	\$										
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):                  Prior resolutions and (date): 19618, 10/23/17;</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Captain Scott Goodman, Sheriff's Office 816-541-8017</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>The Sheriff's Office will utilize this grant to help provide Missouri POST Continuing Education hours to its personnel. The online format allows personnel access to training during overnight and weekend shifts.</p>										
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p><b>COMPLIANCE</b></p>	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>										
<p><b>ATTACHMENTS</b></p>											
<p><b>REVIEW</b></p>	<table border="1"> <tr> <td>Department Director: </td> <td>Date: 1-23-2020</td> </tr> <tr> <td>Finance (Budget Approval): If applicable</td> <td>Date:</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 1-23-2020</td> </tr> <tr> <td>County Counselor's Office: </td> <td>Date: 2/15/2020</td> </tr> </table>	Department Director: 	Date: 1-23-2020	Finance (Budget Approval): If applicable	Date:	Division Manager: 	Date: 1-23-2020	County Counselor's Office: 	Date: 2/15/2020		
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Finance (Budget Approval): If applicable	Date:										
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County Counselor's Office: 	Date: 2/15/2020										

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.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a five-year contract for the furnishing of ortho and oblique aerial imagery, for use by the Assessment and Information Technology Departments to Nearmap U.S., Inc., of South Jordan, Utah, at an actual annual cost to the county of \$100,000.00, as a sole source purchase.

**RESOLUTION NO. 20378**, February 17, 2020

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Assessment and IT Departments have a need for a cloud-based, geo-content provider that delivers high-resolution orthorectified, panoramas, oblique imagery, and 3-D Mesh building models; and,

WHEREAS, the desired system will allow the County to streamline workflows and greatly increase the efficacy of IT, and deliver the Assessment Department newer imagery in a fraction of the time that similar services provide; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of Information Technology and the Director of Finance and Purchasing recommend the award of a five-year contract for the furnishing of ortho and oblique aerial imagery, for use by the Assessment and Information Technology Departments to Nearmap U.S., Inc., of South Jordan, UT, as a sole source purchase; and,

WHEREAS, due to the unique capabilities of Nearmap U.S., Inc., the Director of Finance and Purchasing has determined that Nearmap is a sole source for the needed services and products; and,

WHEREAS, in order to secure optimum pricing, the director further recommends a five-year contract which will result in a savings of 23% of the contract price, or \$30,000.00, annually; and,

WHEREAS, funding for future years will be subject to annual appropriation; now therefore,

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20378 of February 17, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 045 1902 56790  
ACCOUNT TITLE: Assessment Fund  
Assessment  
Other Contractual Services  
NOT TO EXCEED: \$100,000.00

2/13/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

Res/Ord No.: 20378

Sponsor(s): Charlie Franklin

Date: February 17, 2020

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the Purchase of a Subscription based Service as a Sole Source from Nearmap cloud-based software for use by the Assessment Department and GIS Department for the image capture and hosting of parcel images for the Assessment Department</u></p>														
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$0</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 style="text-align: right;">\$100,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$100,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: Software:</td> <td></td> </tr> <tr> <td>Other Contractual Services: 045-1902-56790</td> <td style="text-align: right;">\$100,000.00</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>\$100,000.00</b></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____  Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$100,000.00	Amount budgeted for this item * (including transfers):	\$100,000.00	Source of funding (name of fund) and account code number: Software:		Other Contractual Services: 045-1902-56790	\$100,000.00	<b>Total</b>	<b>\$100,000.00</b>
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<b>Total</b>	<b>\$100,000.00</b>														
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): _____  Prior resolutions and (date): _____</p>														
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Craig Reich, Senior Buyer, 881-3265</p>														
<b>REQUEST SUMMARY</b>	<p>Jackson County GIS and Assessment Departments are requesting to purchase a Subscription Bases Service as a Sole Source from Nearmap, a cloud-based, geo-content provider that delivers high resolution orthorectified, panorama, oblique imagery, and 3-D Mesh building models. Nearmap's resolution, frequency and clarity bring a unique trifecta to the industry.</p> <p>Nearmap's custom built camera system allows for capture elevations over 10,000 feet in Class E airspace minimizing delays and is above the air traffic control restriction zones. Upon completion of an image capture, the image cartridges are shipped for processing and, within three weeks, the imagery is hosted and able to be viewed on the GIS applications such as parcel viewer (unlike any other aerial imagery provider in the marketplace). The 3-inch resolution and cloud-based 3-D Mesh will allow Jackson County to streamline workflows and greatly increase the efficacy of GIS, as well as deliver the Assessment department newer imagery in a fraction of the time of similar services.</p> <p>The County currently pays \$30,000 for ortho-imagery and \$175,000 for oblique imagery every two years. Nearmap offers a subscription bases service which includes ortho and oblique imagery and 3D Mesh models at a cost of \$100,000 per year (5-year term).</p> <p>The County can decline to exercise any renewal, in writing, and future payments are subject to annual appropriation.</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Vendor Name and Location</th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td>Nearmap US Inc. South Jordan, UT 84095</td> <td style="text-align: right;">\$100,000.00</td> </tr> </tbody> </table> <p>The Director of Finance and Purchasing recommends the purchase of a subscription based service from Nearmap for the use of cloud-based software for the use by the GIS and Assessment Departments at the cost of \$100,000</p>	Vendor Name and Location	Amount	Nearmap US Inc. South Jordan, UT 84095	\$100,000.00										
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Nearmap US Inc. South Jordan, UT 84095	\$100,000.00														

	per year for a 5 year term.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A	
COMPLIANCE	<input type="checkbox"/> MBE Goals N/A <input type="checkbox"/> WBE Goals N/A <input type="checkbox"/> VBE Goals N/A	
ATTACHMENTS	Information Technology Memorandum and vendor's invoices	
REVIEW	Department Director: <i>Haronne Beaty</i>	Date: <i>2/13/2020</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>2/13/2020</i>
	Division Manager: <i>[Signature]</i>	Date: <i>2/13/2020</i>
	County Counselor's Office: <i>Bryan Conish</i>	Date: <i>2/13/2020</i>

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

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**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: JANUARY 13, 2020**

**RE: RLA TO USE NEARMAP FOR OUR ORTHOS, PANORAMA, OBLIQUE IMAGERY AND 3-D MESH.**

Nearmap is a cloud-based, geo-content provider that delivers high resolution orthorectified, panorama, oblique imagery, and 3-D Mesh building models. Nearmap's resolution, frequency and clarity brings a unique trifecta to the industry.

Nearmap's custom built camera system allows for capture elevations over 10,000 feet in Class E airspace minimizing delays and is above the air traffic control restriction zones. Upon completion of an image capture, the image cartridges are shipped for processing and, within three weeks, the imagery is hosted and able to be viewed on our GIS applications such as parcel viewer (unlike any other aerial imagery provider in the marketplace). The 3-inch resolution and cloud-based 3-D Mesh will allow Jackson County to streamline workflows and greatly increase the efficacy of GIS, as well as deliver the Assessment department newer imagery in a fraction of the time of similar services.

The County currently pays \$30,000 for ortho-imagery and \$175,000 for oblique imagery every two years. Nearmap offers a subscription based service which includes ortho and oblique imagery and 3D mesh models at cost of \$100,000 per year (5-year term).

The funds will come from 001-1902-56080

Jackson County, Missouri

**AFFIDAVIT**

STATE OF Utah )  
COUNTY OF Salt Lake ) SS

Tim Frank of the City of South Jordan  
County of Salt Lake State of Utah being duly sworn on her or his oath, deposes and says;

1. That I am the Vice President, Marketing, US (Title of Affiant) of Nearmap US, Inc (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.

2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).

3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.

4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2019 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.

5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List

7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Nearmap US, Inc (Name of Bidder)  
By: Tim Frank (Signature of Affiant)  
VP Marketing, US (Title of Affiant)

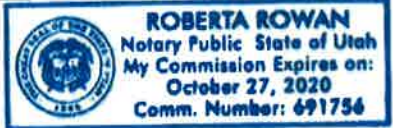
Subscribed and sworn to before me this 16 day of January, 20 20

Roberta Rowan

NOTARY PUBLIC in and for the County of Salt Lake (SEAL)

State of Utah

My Commission Expires: 10/27/2020



## Michael G. Ohlson-Dicus

---

**From:** A. Brett Clark <abcdude@gmail.com>  
**Sent:** Friday, January 17, 2020 2:24 PM  
**To:** CRO  
**Cc:** Brett Clark; Michael G. Ohlson-Dicus  
**Subject:** Re: EXTERNAL Fwd: Nearmap's Equal Employment Opportunity Statement for Jackson County, MO

Excellent!

Given that we provided the affidavit and W9, is there anything else you require?

-Brett

317-775-2319  
Sent from my iPhone

On Jan 17, 2020, at 2:21 PM, CRO <CRO@jacksongov.org> wrote:

Brett,

Nearmap US Inc. is now in Vendor Compliance with Jackson County for 2020.

If you have any questions please let me know.

Sincerely,

Jaime Guillen  
Compliance Review Officer  
Jackson County Auditor's Office  
816-881-3370  
[jguillen@jacksongov.org](mailto:jguillen@jacksongov.org)

**From:** A. Brett Clark [mailto:abcdude@gmail.com]  
**Sent:** Friday, January 17, 2020 12:25 PM  
**To:** CRO <CRO@jacksongov.org>  
**Cc:** Brett Clark <brett.clark@nearmap.com>  
**Subject:** EXTERNAL Fwd: Nearmap's Equal Employment Opportunity Statement for Jackson County, MO

WARNING: This email originated outside of Jackson County.  
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

In case this didn't come through, please see attached and below.

-Brett

317-775-2319

Sent from my iPhone

Begin forwarded message:

**From:** Brett Clark <[brett.clark@nearmap.com](mailto:brett.clark@nearmap.com)>  
**Date:** January 17, 2020 at 12:24:03 PM CST  
**To:** Brett Clark <[abcdude@gmail.com](mailto:abcdude@gmail.com)>  
**Subject:** Fwd: Nearmap's Equal Employment Opportunity Statement for Jackson County, MO

Sent from my iPhone

Begin forwarded message:

**From:** Corey Gerson <[corey.gerson@nearmap.com](mailto:corey.gerson@nearmap.com)>  
**Date:** January 17, 2020 at 12:09:33 PM CST  
**To:** "[CRO@jacksongov.org](mailto:CRO@jacksongov.org)" <[CRO@jacksongov.org](mailto:CRO@jacksongov.org)>  
**Cc:** Brett Clark <[brett.clark@nearmap.com](mailto:brett.clark@nearmap.com)>  
**Subject:** Nearmap's Equal Employment Opportunity Statement for Jackson County, MO

Hello,

I hope this finds you well. Nearmap this morning completed the Jackson County Certificate of Compliance. (Please see attached confirmation.) As such, we are now also submitting the attached extract of Nearmap's Equal Employment Opportunity policy statement.

Please let us know if there's anything more we can provide.

Thank you.

Corey

**Corey Gerson**  
Associate Counsel

<image001.png>

142 W. 57<sup>th</sup> Street  
11<sup>th</sup> Floor  
New York, NY 10019  
T: +1 412-512-3417



# NEW SUBSCRIPTION QUOTE

**Nearmap US Inc.**  
 10897 South River Front Parkway, Suite 150  
 South Jordan, UT 84095 USA  
**Phone: +1 (801) 609 7250**

<b>Customer Name</b>	Jackson County, MO	<b>Quote Number</b>	Q048928
<b>Type</b>	New Subscription	<b>Quote Expiry</b>	03/31/2020
<b>Contract Commencement</b>	Contract commences upon signing of quote.	<b>Contract Term</b>	60 Month
<b>Public Facing URL</b>	<a href="https://www.arcgis.com/apps/webappviewer/index.html?id=19d0c3fbbfac42a1bc35bad9be238c53">https://www.arcgis.com/apps/webappviewer/index.html?id=19d0c3fbbfac42a1bc35bad9be238c53</a>	<b>Subscription Start Date</b>	03/01/2020
<b>Sales Rep</b>	Brett Clark	<b>Sales Rep Email</b>	brett.clark@nearmap.com
<b>Auto Renew</b>	No	<b>Payment Term</b>	Net 30
<b>Bill To</b>	Jackson County, MO Richard Buford 303 W. Walnut St., Independence, Missouri, 64050 (816) 881-4567 rbuford@jacksongov.org	<b>Ship To</b>	Jackson County, MO Richard Buford 303 W. Walnut St., Independence, Missouri, 64050 (816) 881-4567 rbuford@jacksongov.org

PRODUCT	ANNUALIZED ESTIMATED USAGE*/ALLOWANCE^	COVERAGE	SEATS	TOTAL
Nearmap Oblique for Government*, Public Display License for Government, Offline Copy Add-On for Government, Nearmap Now, 3D Viewer & ArcGIS Integration	*50GB	Nationwide  (Excludes Nearmap Now and Offline Copy Add-On: see attached AOI)	*Unlimited	\$90,000.00/year
3D Export	^50 sq. miles/year	Nationwide	N/A	\$10,000.00/year
<b>Subtotal</b>				\$100,000.00/ year
<b>Estimated Tax</b>				\$0.00
<b>Total</b>				<b>\$500,000.00</b>

**ACCEPTANCE OF Q048928**

By selecting "Yes" or **signing below**, you acknowledge that (a) you have read, understood and agree to the Products Agreement and Product-Specific Terms which can be found at <http://go.nearmap.com/legal/us-agreements-page>, (b) you have the authority to agree to this New Subscription Quote and (c) you agree to pay the fees set forth herein. This New Subscription Quote constitutes a binding commitment for the Contract Term stated above. You acknowledge that the Coverage Area by Nearmap is outlined at <https://go.nearmap.com/current-aerial-maps>.

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: [orders.us@nearmap.com](mailto:orders.us@nearmap.com)



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

## PRODUCTS AGREEMENT

### Recitals

- A. Nearmap is a provider of aerial photography and associated products and services.  
B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement and the Schedules, which together make up the legal agreement between the Licensee and Nearmap (**Agreement**).

Definitions of capitalized words are set out in section 18 of the Agreement.

### 1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fee, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products in the Coverage Area for the Permitted Purpose (**License**).
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If you exceed the total number of Authorized Users, you will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a **Renewal Term**) unless terminated by either party by providing at least 30 days' written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term. The Licensee will receive notice of any pricing changes or changes to the terms of this Agreement prior to the commencement of each Renewal Term. If Auto Renew is marked "No" in the Quote, this section 1.3 is not applicable to the Licensee.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by display of the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee use, copy, modify or distribute. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Periodic Data Allowance** Nearmap measures data usage by the Licensee under this License. In using the Products, the Licensee's consumption of data in the Period must not exceed the Periodic Data Allowance. The following conditions apply to the Licensee's Periodic Data Allowance:
- (a) the Periodic Data Allowance used by the Licensee will be calculated at the end of every Period based on the total data usage of all users who access and use the Licensee's Nearmap account during that Period;
- (b) if the Licensee elects to download Products available to the Licensee on the Website, this will be applied to the Periodic Data Allowance. The Licensee may have the option to elect to download high resolution images. Downloading these images will use a higher portion of the Periodic Data Allowance than downloading a lower resolution image;
- (c) if the amount of data consumed by the Licensee in any given Period is less than the Periodic Data Allowance, the balance will not be rolled over to a following Period;
- (d) the Licensee agrees that Nearmap may charge the Licensee additional fees, up to a maximum of the Excess Data Rate, for any use by the Licensee of the Products resulting in data consumption in excess of the Periodic Data Allowance;
- (e) Nearmap will provide notice to the Licensee if it exceeds its Periodic Data Allowance for any Period; and
- (f) if the Licensee exceeds the Periodic Data Allowance, Nearmap may, in its absolute discretion, elect to:
- (i) restrict the Licensee's access to the Products until the Periodic Data Allowance is reset or until additional fees are paid; or
- (ii) immediately cease the Licensee's access to the Products for the remainder of the Period.
- 1.7 **Unavailability** Subject to section 12, if a Product is not available for a period of 3 consecutive days the Term will be extended by the period of unavailability.

### 2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.

- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including the Licensee's subsidiaries and affiliates).
- 2.4 **Employees** The Licensee may make Products available to any employee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. The Licensee is responsible and liable for any Authorized User who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.
- 2.5 **No machine learning** The Licensee must not conduct machine learning work which includes but is not limited to any:
- (a) machine learning models (including the model form and model parameters);
- (b) outputs of machine learning models;
- (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
- (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
- (a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sub-license or other commercial purposes and mass downloads or bulk feeds of any imagery; and
- (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.7 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
- (a) provide a link to another URL;
- (b) upload content or other information to the Website;
- (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
- (d) use the Website in any way to send unsolicited (commercial or otherwise) e-mail or any material for marketing or publicity purposes, or any similar abuse of either;
- (e) publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable or confidential material or information;
- (f) make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;
- (g) remove any content or information from the Website, other than that permitted under the terms of this License;
- (h) falsify the true ownership of a Product or other material or information made available via the Website;
- (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
- (j) use the Website other than in accordance with the Agreement;
- (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
- (l) provide or allow access which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.8 **Breach** If the Licensee breaches any of sections 2.1 to 2.5 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products and/or take any other steps available to it at law.

### 3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

- 3.1 Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized user, by a different Authorized User to the person whom it was issued to or the number of Authorized Users has been exceeded, Nearmap may:
- (a) cancel that password/ID;
- (b) restrict the Licensee's access to the Product including but not limited to low resolution imagery for the remainder of the month;
- (c) immediately cease the Licensee's access to the Product;

- (d) require the Licensee to pay for any additional charges in accordance with Nearmap's then current price list for the applicable Product, in respect of any such unauthorized use; and/or
- (e) exercise any other right available to Nearmap under the terms of this Agreement.
- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
- (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated in accordance with section 6.2 if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the License, including without limitation protect its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the License or breach of its security and shall use best efforts to stop said breach.
- 3.5 **Audit** During the Term of this Agreement and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain accurate and complete records regarding its use of the Products and the Licensee shall permit Nearmap (or its auditors) access to the business location(s), books and records, employees and/or contractors pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted and in which case the audit period can be expanded.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant, (b) recover the reasonable cost of the audit if additional Fees exceed five (5) per cent of the Fees paid during the audit period and (c) terminate this Agreement in accordance with section 6.2. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice.
- 4. FEES**
- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date as set out in the Quote at the beginning of each Term unless otherwise agreed by Nearmap.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is not made in full for any reason, the Licensee gives Nearmap permission to charge a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Acceleration** In the event of the Licensee failing to pay Nearmap the Fees in full in accordance with the terms of this Agreement, all Fees (whether accrued or not) will become immediately due and payable.
- 4.8 **Amendments** Fees at the end of the Term may only be increased subject to Nearmap and the Licensee agreeing in writing.
- 5. THE LICENSEE'S WARRANTIES**
- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
- (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
- (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
- (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
- (i) License;
- (ii) Products; and
- (iii) Website.
- 6. TERMINATION AND EXPIRY**
- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.
- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy; or
- (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Regardless of anything else in the Agreement but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee 10 Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
- (b) The Licensee must immediately destroy, delete or return to Nearmap all Products; and
- (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement or a License, sections 1.5, 2, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.
- 7. INTELLECTUAL PROPERTY**
- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products and all associated Intellectual Property Rights, data, information and software are owned by Nearmap and are protected by copyright, moral rights, trademark and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website or any Product will pass to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited non-exclusive, non-transferrable, non-sublicensable license to use Nearmap trademarks to the extent necessary to comply with the Licensee's obligations under the Agreement.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. The Licensee and Nearmap will jointly own all rights in and to any Product embedded in a Derivative Work.
- 8. THIRD PARTY PROVIDERS**
- 8.1 Nearmap engages Third Party Providers in order to provide the Products. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee agrees to comply with the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee [https://www.google.com/enterprise/earthmaps/legal/us/maps\\_purchase\\_agreement\\_apac.html](https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html)
- (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (**AWS Services**) which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:
- (i) Privacy Policy (<http://aws.amazon.com/privacy/>)
- (ii) Acceptable Use Policy (<http://aws.amazon.com/aup/>)
- (iii) Terms of Use (<http://aws.amazon.com/terms/>)
- (iv) Service Terms (<http://aws.amazon.com/serviceterms/>)
- (v) Trademark Use Guideline (<http://aws.amazon.com/trademark-guidelines/>);
- (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/legal-information/copyright>)
- 9. WARRANTY AND LIABILITY**

9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.

9.2 **DISCLAIMER OF WARRANTIES OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.**

9.3 **NO REPRESENTATIONS WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE PRODUCTS AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, CORRECTNESS OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES AND DISTORTIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.**

9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A WARRANTY WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.

9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.

9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE 12 MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH OR EVENT GIVING RISE TO THE LIABILITY.

9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the products and services. Without limiting any of the above, for the avoidance of doubt, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.

9.8 **Indemnity** The Licensee agrees to indemnify Nearmap and its directors, officer, employees, agents and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees and costs) arising from or out of:

(a) the Licensee's actual or alleged breach of any provisions of this Agreement;

(b) the Licensee's use of the Product for any purpose; and

(c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

9.9 Nearmap will provide the Licensee with notice of any such claim or allegation, and Nearmap has the right to participate in the defense of any such claim at its expense.

## 10. COPYRIGHT COMPLAINTS

10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products in accordance with this License infringes their copyright ("Infringement Claim"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.

10.2 The Licensee must:

(a) promptly notify Nearmap of any such Infringement Claim;

(b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;

(c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and

(d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.

10.3 Nearmap will have no liability for any Infringement Claim:

(a) that arises from any:

(i) use of the Product in violation of this Agreement;

(ii) modification of the Product by anyone other than Nearmap or a party authorized by Nearmap in writing by Nearmap to modify the portion of the Product applicable to the Infringement Claim; or

(iii) third-party products, services, hardware, software or other materials, or a combination of these with the Products would not be infringing without this combination; or

(b) if the Licensee fails to comply with section 10.2.

10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

## 11. PRIVACY POLICY

11.1 Nearmap will use any data supplied by the Licensee as set out in Nearmap's Privacy Policy, available at <http://go.nearmap.com/legal/privacy-policy>.

11.2 By entering into this Agreement, the Licensee expressly consents to receiving by email direct marketing communications from Nearmap.

11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

## 12. FORCE MAJEURE

12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (**Force Majeure Event**):

(a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and

(b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.

12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

(a) promptly give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;

(b) take all reasonable steps to overcome the effects of the Force Majeure Event; and

(c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

## 13. CONFIDENTIALITY

13.1 The Product includes metadata and other confidential and proprietary information of Nearmap (**Confidential Information**). The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder and will disclose Confidential Information only to its employees who have a need to know for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized user, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

## 14. NOTICES

14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150 South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

## 15. TECHNOLOGY EXPORT

15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. law or regulation; or (b) export any software provided by Nearmap or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

## 16. NEARMAP NOW

16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area (**Survey**). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee.

16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within 6 months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.

16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.

- 16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.
- 16.5 **Nearmap Basic** This Section 16 will not be applicable to the Licensee if the License purchased is for a Nearmap Basic Product.
17. **MISCELLANEOUS TERMS**
- 17.1 **Nearmap customer** The Licensee agrees that Nearmap may identify the Licensee as a Nearmap customer in Nearmap business materials.
- 17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 17.3 **Precedence of Documents** This Agreement is comprised of:
- the Quote;
  - the Additional Terms and Conditions; and
  - this agreement.
- If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence.
- 17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no Nearmap employee or contractor will be an employee of the Licensee.
- 17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 17.10 **Entire Agreement** This Agreement:
- comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
  - supersedes any prior agreement or understanding on anything connected with that subject matter.
- 17.11 **Counterparts** This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.
- 17.12 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State of Utah applicable to agreements made and to be entirely performed within the State of Utah, without resort to its conflict of law provisions.
18. **DEFINITIONS**

In this Agreement:

**Additional Terms and Conditions** means the additional terms and conditions (if any) set out in Schedule 1.

**Affiliate** means, with respect to Nearmap, any entity that controls or is controlled by such party, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty per cent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

**Authorized User** means the number of person specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

**Auto Renew** means the section of the Quote titled "Auto Renew".

**Business Days** means any day other than a Saturday, a Sunday or a recognised public holiday.

**Claim** means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand,

cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

**Commencement Date** means the date as specified in the "Contract Commencement" section of the Quote.

**Commercial Purpose** means to distribute, transfer, sell, sub-license or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

**Content** means any content made available to the Licensee in connection with the License.

**Coverage Area** means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

**Derivative Work** means any new work created by or for the Licensee that includes or embeds all or part of a Nearmap Product.

**Excess Data Rate** means the rate of additional fees that the Licensee pays per megabyte for its use of the Products beyond the Period Data Allowance, being:

- if the Licensee pays its Fees on a monthly basis, the Fees per month divided by the Periodic Data Allowance; or
- if the Licensee pays its Fees on a yearly basis, the Fees per year divided by 12 divided by the Periodic Data Allowance.

**Fault** means any fault, failure, error or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees or agents.

**Fees** means the fees specified in the Quote payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

**Intellectual Property Rights** includes all industrial and intellectual property rights throughout the world including copyright, moral rights, trademarks, patents, rights to protect confidential information and any similar rights.

**Late Payment Fee** means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month.

**License** means the license granted in section 1.1.

**Licensee** means the person or entity specified in the "Customer Name" section of the Quote.

**Nearmap** means Nearmap US, Inc.

**Operational Hours** means 9am to 5pm PT.

**Period** means the period specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

**Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

**Permitted Purpose** means the use of Products by the Licensee in the Licensee's ordinary business and at all times excludes any:

- Commercial Purpose;
- Unlawful Purpose;
- Integration or attempt to integrate the Product in an internal system of the Licensee or of a third party; and
- Redistribution or copying of files, images, photographs or making such files, images or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

**Products** means any Nearmap products specified in the Quote and, if applicable, the Survey.

**Quote** the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

**Schedules** means the schedules to the Quote, which form part of this Agreement.

**Subscription Period** means the period stated in the "Subscription Period" column of the Quote.

**Subscription Start Date** means the date specified in the "Subscription Start Date" section of the Quote.

**Survey** has the meaning (if any) given to that section 16.1.

**Survey Fee** means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

**Survey Specification** means the survey specification referred to in the Quote.

**Term** means the term specified in the "Contract Term" section of the Quote, commencing on the (a) Commencement Date, or (b) Subscription Start Date (if a date is specified), whichever is a later date unless a Subscription Period is stated.

**Third Party Providers** means third party providers of products and services to Nearmap.

**Unlawful Purpose** means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

**Website** means all pages and sub-sites available within the nearmap.com domain.

Schedule 1

**Additional Terms and Conditions**

1. Section 1.3 (Renewal) of the Agreement is hereby deleted in its entirety and replaced with the following:

**Renewal** This Agreement will not automatically renew for another Term. The parties may renew the Agreement for a further Term subject to mutual written agreement."

2. Section 9.8 (Indemnity) of the Agreement is deleted in its entirety and replaced with the words "intentionally omitted".

3. Section 17.12 (Governing Law) of the Agreement is deleted in its entirety and replaced with the following:

**Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State of Missouri applicable to agreements made and to be entirely performed within the State of Missouri, without resort to its conflict of law provisions."

4. Notwithstanding the "Payment Term" section on the Quote, the Licensee Fees (excluding Taxes) for the Term of the Agreement is payable as follows:

- (a) \$100,000 for the first year of the Term payable by the due date as specified on the applicable invoice issued;
- (b) \$100,000 for the second year of the Term payable by the due date as specified on the applicable invoice issued;
- (c) \$100,000 for the third year of the Term payable by the due date as specified on the applicable invoice issued;
- (d) \$100,000 for the fourth year of the Term payable by the due date as specified on the applicable invoice issued; and
- (e) \$100,000 for the fifth year of the Term payable by the due date as specified on the applicable invoice issued.

5. One (1) Offline-Copy Add-On will be provided to the Licensee for every year of the Term, through 2024, for the area as set forth in Schedule 2.

6. The Licensee agrees that the right to use the 3D Viewer and 3D Product is only to be used, solely by the Licensee and at all times excludes making such products available in any medium or manner (including but not limited to sharing or using the License (as defined in the Products Agreement) with:

- (a) any lower tier government, including but not limited to cities and township;
- (b) any neighboring local governments, including but not limited to county, parish, city, or town governments; and/or
- (c) any higher tier government, including but not limited to county, parish, state or provincial agency.

# TERMS AND CONDITIONS APPLICABLE TO NEARMAP FOR GOVERNMENT PRODUCTS

1. Section 1.3 of the agreement does not apply to this License, and any auto-renewal of the Agreement will be by mutual agreement between the parties.
2. Section 1.6 of the agreement does not apply to this License.
3. Definitions of "Periodic Data Allowance" and "Excess Data Rate" in the agreement do not apply to this License.
4. The Licensee agrees that the right to use the Product is only to be used, solely by the Licensee and at all times excludes making the Product available in any medium or manner (including but not limited to sharing or using the License (as defined in the Products Agreement)) with:
  1. any lower tier government, including but not limited to cities and township;
  2. any neighboring local governments, including but not limited to county, parish, city, or town governments; and/or
  3. any higher tier government, including but not limited to county, parish, state or provincial agency.
5. **Annual Actual Usage** Nearmap measures data usage by the Licensee under this License as follows:
  1. the data allowance used by the Licensee will be calculated at the end of the Term (or Renewal Term), based on the total data usage of all users who access and use the Licensee's Nearmap account during the Term (or Renewal Term) (**Annual Actual Usage**); and
  2. if the Licensee elects to download Products available to the Licensee on the Website or accesses the Product through other delivery methods made available by Nearmap from time to time, this will be applied to the Annual Actual Usage. The Licensee may have the option to elect to download high resolution images. Downloading these images will lead to a higher Annual Actual Usage than downloading a lower resolution image.
6. **Renewal** If the Agreement is renewed by mutual agreement between the parties, the parties will in good faith discuss the appropriate Annualized Estimated Usage of the Renewal Term based on the Licensee's usage pattern and/or the Annual Actual Usage during the current Term.
7. The Licensee is not permitted to
  1. use its access to the Website or the Products under this Agreement for the purposes of creating a database of images for resale, distribution, sub-license or other commercial purposes (unless expressly permitted under the Agreement) and mass downloads or bulk feeds of any imagery;
  2. pre-fetch, retrieve, cache, index, or store any Content, or portion of the Products with the exception being that the Licensee may store limited amounts of Content solely to improve the performance of the access to the Products due to network latency, and only if the Licensee does so temporarily, securely, and in a manner that does not permit use of the Content outside of the License, does not manipulate or aggregate any Content or portion of the Products and does not prevent Nearmap from accurately tracking usage and does not modify attribution in any way; and
  3. review, analyze and process the Products through use of machine learning tools, this includes creation of any new products by the Licensee.
8. For the purposes of this Nearmap for Government Product-Specific Terms,
  1. **Content** means any content made available to the Licensee in connection with the License and the Website; and
  2. **Annualized Estimated Usage** means the permitted use of data specified in the New Subscription Quote (or Renewal Quote and Amendment Quote ) by the Licensee for the period of one (1) year from the Commencement Date.

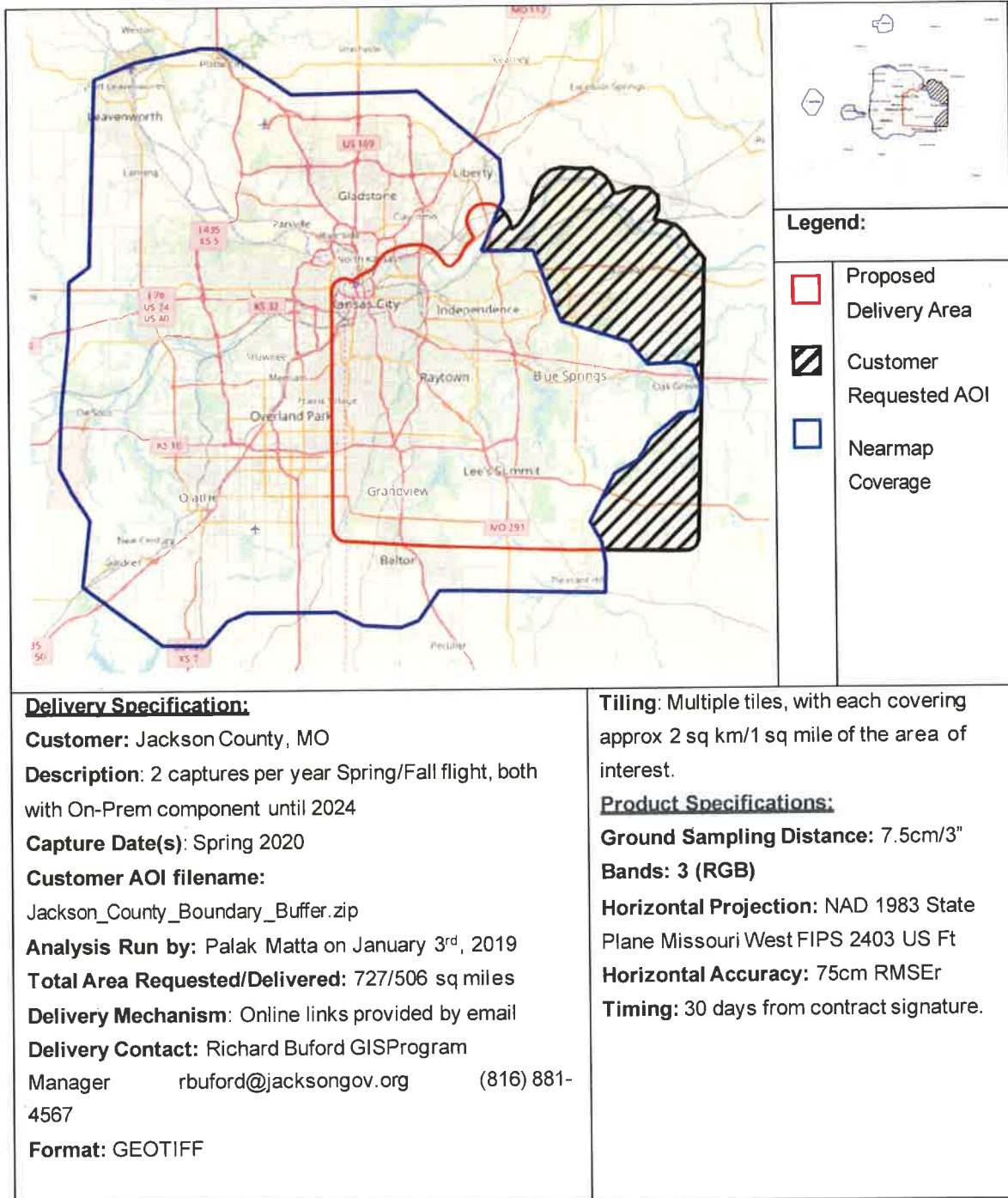
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# ORDER SUMMARY - SPECIFICATION.

NEARMAP LOCATION CONTENT FOR:  
Jackson County, MO

# ORDER SUMMARY.



Nearmap Reference: NMD-652

**WE CHANGE THE WAY PEOPLE VIEW THE WORLD, SO THEY CAN PROFOUNDLY CHANGE THE WAY THEY WORK.**

**NEARMAP.COM**  
 10897 S River Front Parkway, Suite 150,  
 South Jordan, Utah 84095

T: +1-844-463-2762  
 E: queries@nearmap.com | Twitter: @nearmap  
 File Number 5558775