

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$57,054.00 from the undesignated fund balance of the 2020 General Fund to be used toward the cost of wellness expenses, including Weight Watchers, and the continuation of the Associate Wellness Reimbursement Program.

ORDINANCE NO. 5321, March 30, 2020

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, there is a remaining balance of \$52,720.00 from the 2019 Wellness Reimbursement account which should be used to fund additional wellness reimbursements for full-time associates in 2020; and,

WHEREAS, under this program, County associates will be entitled to the reimbursement of wellness-related expenses in the increased annual amount of \$175.00 per person; and,

WHEREAS, there also remains \$4,333.50 in unspent Weight Watchers funds from a prior year which should be appropriated for use for Weight Watchers and other wellness expenses in 2020; and,

WHEREAS, these programs will continue to provide County associates assistance in the pursuit of wellness activities that meet their individual needs; 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 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 001-9999	32810- Undesignated Fund Balance	\$57,054	
Human Resources 001-1202	56711- Wellness Incentive		\$57,054


and,

BE IT FURTHER ORDAINED that the Director of Finance and Purchasing be and hereby is authorized to execute all documents necessary to give effect to the intent of this Ordinance.

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. 5321 introduced on March 30, 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. 5321.

Date

Frank White Jr, County Executive

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

ACCOUNT NUMBER: 001 9999 32810
ACCOUNT TITLE: General Fund
Undesignated Fund Balance
NOT TO EXCEED: \$57,054.00


Date


Chief Administrative Officer

REQUEST FOR AFFIRMATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5321

Sponsor(s): Charlie Franklin

Date: March 30, 2020

MAR 12 2020

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An Ordinance appropriating \$57,054 from the 2020 General Fund for use of wellness expenses, including WW (Weight Watchers) and the continuation of a 2020 Associate Wellness Reimbursement Program.</u></p>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$57,054</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$57,054</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$57,054</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td><u>FROM ACCOUNT</u> 001-9999-32810 Undesignated Fund Balance</td> <td><u>FROM AMOUNT</u> \$57,054</td> </tr> <tr> <td><u>TO ACCOUNT</u> 001-1202-56711 General Fund – Human Resources – Wellness Incentive</td> <td><u>TO AMOUNT</u> \$ 57,054</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:	\$57,054	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$57,054	Amount budgeted for this item * (including transfers):	\$57,054	Source of funding (name of fund) and account code number:		<u>FROM ACCOUNT</u> 001-9999-32810 Undesignated Fund Balance	<u>FROM AMOUNT</u> \$57,054	<u>TO ACCOUNT</u> 001-1202-56711 General Fund – Human Resources – Wellness Incentive	<u>TO AMOUNT</u> \$ 57,054
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<u>TO ACCOUNT</u> 001-1202-56711 General Fund – Human Resources – Wellness Incentive	<u>TO AMOUNT</u> \$ 57,054														
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): _____</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Michelle Chrisman, Deputy Director of Human Resources, 816-881-1204</p>														
REQUEST SUMMARY	<p>This is a request to re-appropriate \$4,333.50 of unused 2018 WW funds to use for WW or other wellness expenses in 2020. As well as, use the remaining balance (\$52,720) from the 2019 WELLNESS REIMBURSEMENT appropriation to fund additional wellness reimbursements in 2020 for all full-time associates. In 2019, there were 133 associates that took advantage of the reimbursement. In 2020, we would like to increase the amount allocated per associate to \$175, in order to use the funds expeditiously, and further incentivize associate to take advantage of wellness opportunities that they may not typically be able to fund. As previously, associates will be given a list of eligible expenses, that they will be able to claim for reimbursement. The reimbursements are considered a benefit-in-kind and will be taxable income. Offering this wellness reimbursement program will continue to allow associates to pursue wellness activities that meet their current individual needs. A Wellness Reimbursement Program encourages and supports a well-rounded healthy lifestyle for associates both at work and at home.</p>														
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: <i>Michelle Chrismar</i>	Date: <i>3/12/2020</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>3/12/2020</i>
	Division Manager: <i>[Signature]</i>	Date: <i>3/12/2020</i>
	County Counselor's Office: <i>[Signature]</i>	Date: <i>3/26/20</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:
001-9999-32810	Undesignated Fund Balance	\$57,054

- ☐ 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.

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

Ord # 5321

Budget Office 3/12/2020

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE enacting the Representative Joe Runions Act, transferring \$3,613,603.00 within the 2020 General Fund, and appropriating \$900,000.00 from the undesignated fund balance of the 2020 Health Fund to meet unbudgeted public safety emergency expenses to be incurred by Truman Medical Centers, Inc., and the Medical Examiner's Office, in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic.

ORDINANCE NO. 5322, March 30, 2020

INTRODUCED BY Theresa Cass Galvin, Dan Tarwater III, Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Ronald E. Finley, Charlie Franklin, and Jeanie Lauer, County Legislators

WHEREAS, U.S. President Donald J. Trump, Missouri Governor Mike Parson, and County Executive Frank White Jr. have all declared, in one form or another, the ongoing coronavirus/COVID-19 pandemic to be a public health emergency; and

WHEREAS, this emergency also poses a significant threat to public safety; and

WHEREAS, the County, through its various efforts, plays a significant role in the public safety of its citizens; and

WHEREAS, an appropriate response by the County to this emergency will require the expenditure of significant County financial and other resources; and

WHEREAS, it is proposed that Truman Medical Centers, Inc., be an initial recipient of this funding, to provide for increased expenses in the areas of testing kits, personal protective equipment (PPE), staffing for conducting in-person, in-home, and/or drive-through

testing, contact tracing, medical supplies, hospital bed capacity, and services provided by the Jackson County Health Department; and

WHEREAS, it is also appropriate that the Medical Examiner's Office be provided with funding for the purchase of a LODOX high-volume x-ray machine, which will be of critical importance in that office's response to the emergency; and

WHEREAS, this purchase will be authorized by separate Resolution; and

WHEREAS, it is anticipated that most, if not all, of the proposed expenditures will be reimbursable out of federal and/or state funds; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer and appropriation be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 3% State Mandated Contingency 001-8003	56830- Contingency Fund	\$3,613,603	
TMC 001-2600	56790- Other Contractual Services		\$3,613,603
Health Fund 002-9999	32810- Undesignated Fund Balance	\$900,000	
TMC 002-2600	56790- Other Contractual Services		\$700,000

Medical Examiner
002-2001

58170- Other Equipment

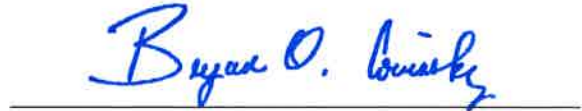
\$200,000

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. 5322 introduced on March 30, 2020, was duly passed on _____, year 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. 5322.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER:	001 8003 58630
ACCOUNT TITLE:	General Fund
	3% State Mandated Contingency
	Contingency Fund
NOT TO EXCEED:	\$3,613,603.00

ACCOUNT NUMBER: 002 9999 32810
ACCOUNT TITLE: Health Fund
Undesignated Fund Balance
NOT TO EXCEED: \$900,000.00

3/26/2020
Date


Chief Administrative Officer

Supplemental Appropriation Request

Jackson County, Missouri

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

Date: March 24, 2020

Ord # 5322

[illegible]

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Parks + Rec to execute a Memorandum of Understanding with the Cave Spring Association for the daily management, operation, maintenance, programming and improvement of the William M. Klein Park, also known as the Cave Spring Park and Historic Site, at an actual cost to the County in the amount of \$25,000.00.

RESOLUTION NO. 20388, March 30, 2020

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Director of Parks + Rec recommends the execution of the attached Memorandum of Understanding (MOU) with the Cave Spring Association to provide for the daily management, operation, maintenance, programming, and improvement of the William M. Klein Park, also known as the Cave Spring Park and Historic Site; and,

WHEREAS, the Cave Spring Association is a non-profit organization that has managed the Cave Spring Park and Historic Site since 1981 through an agreement with the County; and,

WHEREAS, the attached MOU further outlines and clarifies the responsibilities of the Association and the County; and,

WHEREAS, this MOU creates no employment relationship between Cave Spring Association and the County,

WHEREAS, the execution of the attached MOU 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 Director of Parks + Rec be and hereby is authorized to execute, on the behalf of the County, the attached MOU with the Cave Spring Association; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the MOU.

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. 20388 of March 30, 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 for the obligation herein authorized.

ACCOUNT NUMBER: 003 1601 56790
ACCOUNT TITLE: Park Fund
Director of Parks
Other Contractual Services
NOT TO EXCEED: \$25,000.00

3/23/2020
Date


Chief Administrative Officer

Memorandum of Understanding
for the
Maintenance, Operation, and Improvement
of the
William M. Klein Park, also known as Cave Spring Park and Historic Site,
Between the Cave Spring Association and Jackson County Parks + Rec

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2020, by and between JACKSON COUNTY, MISSOURI, (County), through its Parks + Rec Department, and the Cave Spring Association (Association), a Missouri not-for-profit corporation.

WHEREAS, the County owns approximately 37.46 acres of property, and the Association owns approximately .66 acres of property, which are collectively known as William M. Klein Park, also known as Cave Spring Park and Historic Site (Property); further described in **Attachment A**, attached hereto and incorporated herein by reference; and

WHEREAS, the County and the Cave Spring Association previously entered into a Cooperative Agreement on September 21, 1981; and,

WHEREAS, Association has assisted in the development of the Property as a park, including construction of the indoor Interpretive Center which contains historical and natural resource information and exhibits; and,

WHEREAS, the County and Association recognize the recreational, natural resource, and historical value of the Property, and wish to manage all of the lands that make up the Property exclusively to preserve and promote these attributes; and,

WHEREAS, the County and the Association wish to outline responsibilities through this new Memorandum for mutual public benefit for the maintenance, operation and improvement of the Property; and,

WHEREAS, the Director of Jackson County Parks+Rec is authorized and empowered by the County to execute Memorandums of Understanding (Agreement) on behalf of the County;

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

Sec. 1. Association Rights and Responsibilities of Access. Association shall be authorized to enter onto the Property and shall perform the following activities:

1. Maintenance. Association shall be responsible for all daily maintenance of Property, including but not limited to daily cleaning of the buildings and grounds, removing trash and debris from Property, clearing obstructions such as downed trees and limbs, and general building maintenance, as the Association is reasonably able to perform, to keep all facilities in a good and safe condition. Association shall notify County of any required maintenance it is unable to perform.
 - a. Inspections of Property shall be conducted as requested by the County, no less than annually, by representatives of both parties.
 - b. Association shall seek donations, secure grants, and raise funds for any needed capital repair or replacement needs on Property.
 - c. Association may hire its own employees or subcontract work to volunteer groups for the maintenance and improvement of the Property, subject to the terms and conditions herein. Association shall conduct background checks for employees, and keep the County

informed of all paid staff employed by the Association. Association shall be responsible for all employee and volunteer recruitment, training, supervision, and management.

- d. County reserves the right to access any portion of the Property and address any issue that requires immediate attention, in the sole discretion of the County, without advance notification to Association. County shall notify Association of any issues addressed by County.
2. Operations and Programming. Association shall provide for all daily operations of the Property including providing all utility services, opening and closing of facilities, educational programming, and special events. Association shall limit programs and activities to those providing public recreational, natural resource, and historical benefit. No other use of the Property is permitted unless expressly provided for herein. Generally, Property shall remain open to the public for general use during program activities, unless permission is otherwise granted by County for major events.
- a. Operating Hours. Generally, Property shall be open to the public year-round with operating hours from dawn to dusk.
 - b. Staffing. Association may hire staff, instructors, lecturers, or program leaders to perform maintenance activities and offer programs and events at the Property. Association shall be responsible for all background checks, recruitment, training, supervision, and management of persons performing duties and services.
 - c. Program Scheduling. Association shall have the responsibility to schedule, cancel, postpone, or terminate any user program or activity on the Property. In the event of inclement weather, or other conditions in which the scheduled activity is reasonably likely to cause damage to the Property or danger to patrons, Association shall reschedule or cancel event and notify County when program schedule changes have occurred.
 - d. Sponsorships. Association may secure sponsors for special events or projects on the Property. Sponsors shall be permitted to display appropriate advertising during special events. All sponsor advertising shall be removed at conclusion of each special event.
 - e. Advertising. Association may allow paid commercial advertising on the Property with the express written approval of the County. Advertising displays shall be limited to interior of Property and on Association's video display board at the corner of Gregory and Blue Ridge Boulevard. County shall have the right to approval all advertising and signs and displays. No paid advertising displays shall be placed along perimeter of property. No political advertising of any kind may be displayed on Property. All revenues from any advertising shall be the property of the Association, and be utilized strictly for the ongoing maintenance, improvement, and programming at the Property.
 - f. Facility Rentals. Association may allow for groups or parties to rent facilities at Property, such as the outdoor shelter or indoor meeting room. All rental policies and fees shall be subject to review and approval by County.
 - g. Subleases. Association may operate, or enter into leases for the operation of concessions within the Property for the convenience of visitors. The Association may also enter in to leases with private individuals or corporations for the purposes of adding value to the recreational, natural resource, and historical experiences of visitors. Said leases shall be secured at the discretion of the Association, subject to approval by County.
 - h. Admission Fees. Association may charge an admission fee or a group user's fee in an amount that it is consistent with other admission fees charged for similar programs. All fees

and charges shall be subject to review and approval by County. All revenue derived from admissions or any other sources shall be the property of the Association, and be utilized by the Association exclusively for the ongoing maintenance, improvement, and programming at the Property.

3. Improvements. Association may, at its sole expense, design and construct infrastructure improvements for recreational use by the public. Improvements may include trails, picnic areas, playgrounds, interpretive areas and facilities, educational exhibits, and other recreational amenities.

Prior to construction of any improvements on the Property, Association shall submit a written layout and design plans of all proposed improvements, including engineering drawings for any infrastructure, including, but not limited to, buildings, playgrounds, bridges, decks, retaining walls, or fencing, to the Parks+Rec Director for approval. No Work may proceed until plans have been approved by the Director, in writing. Construction of all improvements shall conform to the conditions set forth in **Attachment B**.

- a. After approval of plans and design by the Director, Association shall obtain the Director's written approval for any modifications to improvement plans.
- b. Following completion of all work, Association shall be solely responsible for the daily and capital maintenance and repairs of all improvements made.
- c. Association shall ensure that all volunteers, employees and/or contractors utilized to fulfill any of Association's obligations hereunder shall also comply with the terms of this Memorandum, the conditions set forth in **Attachment B**, and the Jackson County Code of Ordinances Chapters 10 and 19 related to the employment and payment of prevailing wages of contractors for construction work on County property to the extent required under the law.
- d. Upon completion, all improvements upon County owned lands shall become property of the County, and improvements upon Association owned lands shall become the property of the Association, unless otherwise agreed to in writing by both parties.
- e. The requirements of Section 1, Paragraph 3 shall not apply to small projects that do not involve infrastructure construction or modifications, such as the placement of park benches, bird houses, or other small volunteer or scout projects.

Sec. 2. County Responsibilities. County shall perform the following duties at the discretion of the County, subject to appropriation.

- a. Turf Care. County shall mow and trim turf areas at entrance to Property, around parking areas, around buildings and other structures, and along adjacent road-right-of-way.
- b. Snow Removal. County shall remove snow from Property roadway entrance, parking areas, and sidewalks leading to shelter and main building entrance as may be needed.
- c. Signage. County shall approve all signage prior to public display and may provide and install selected signs on Property.
- d. Capital Repairs. Unless otherwise stated herein, County shall provide for the capital maintenance of Property infrastructure, subject to Association fundraising, County appropriation, and other available funding.
- e. County shall provide weekly trash removal. Trash to be picked up must be either in the barrels located adjacent to the parking lot and/or in bags at the curb of the parking lot.
- f. County will assist with large tree removal and maintenance as needed.

Sec. 3. Title. Title to the lands owned by the County shall at all times remain with the County. Title to lands owned by the Association shall at all times remain with the Association. This Agreement conveys no property rights, grants no exclusive license, and in no way restricts the general public's privilege of using the Property for recreational purposes.

Sec. 4. Term. Unless terminated by either party in conformity with the termination provisions contained herein, the term of this Agreement shall be three (3) years from date of execution.

Sec. 5. Modification and Termination.

- a. This Agreement may be extended, modified or amended with the written consent of both parties. Verbal representations and extra-contractual writings shall not be construed or relied upon as modifications, amendments or waivers of any term of this Agreement.
- b. This Agreement may be terminated with a 120-day written notice by either party. Upon such termination, Association shall remove all personal items from Property, unless such removal requirement is waived in writing by the County.

Sec. 6. Indemnification. Association agrees to indemnify and hold harmless County from any and all damage, loss, or liability of any kind whatsoever, occasioned by or because of any act or omission, negligence, or wrongdoing of Association or any of its agents, representatives, assignees, or employees in the execution of this Agreement, and Association, at its own cost and expense, will defend and protect County against any and all such claims and demands.

Sec. 7. Insurance. Association shall procure and maintain in effect throughout the duration of this Agreement general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate (both general and products-completed operations), written on an "occurrence" basis, for any claims, damages liability, losses, costs and expenses, court costs and reasonable attorney fees incurred by the County for enforcement of this section and for any accidents, injuries, including death, damage to property, or other claims arising as a result of or in connection with the performance by Association and its volunteers, employees, agents or subcontractors, under this Agreement. The County, its officers employees, and agents shall be named as additional insureds under such policy. Association shall also carry a \$1,000,000 umbrella policy. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Insured Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, an aggregate limit of \$2,000,000.
- d. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to County, ten (10) days in the event of nonpayment of premium. Upon signing of this Agreement, Contractor shall provide to County a certificate of insurance showing all required endorsements and additional insureds.

All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by County, it is the responsibility of Association to see the required insurance coverage is in force at all times; its failure to do so will not relieve it of any contractual

obligation or responsibility. In the event of Association's failure to assure the required insurance in effect, County may order Association to immediately stop all activities.

Sec. 8. Annual Operations Report. By January 31st of each year, Association shall provide a written Annual Operations Report to County summarizing activities on the Property for the previous year, including the following. Reports may be submitted to the County via email to an agreed upon address.

- a. Summary of all maintenance activities performed;
- b. Roster of all paid staff employed by the Association with their position titles and hours worked per week;
- c. List of all capital improvements completed, to include location in the park, cost, date of completion, and description of the improvement;
- d. Programs/events offered, and total public participation at all programs and events;
- e. Total volunteer service hours performed and type of work completed by volunteers;
- f. Annual Report shall also include a summary of the future anticipated programs and projects Association plans to offer for the coming year.

Sec. 9. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, electronically, or facsimile to the following. All notices mailed by regular U.S. mail are effective three (3) days after mailing.

JACKSON COUNTY PARKS+REC
C/O: Director of Parks+Rec
22807 Woods Chapel Road
Blue Springs, Missouri 64015
(816) 503-4821 Fax (816) 795-1234

Cave Spring Association
C/O President
8701 East Gregory Boulevard
Kansas City, MO 64133
(816) 659-1945

Sec. 10. Assignability or Subcontracting. Association shall not subcontract, assign or transfer any part or all of Association's obligations under this Agreement without County's prior written approval. If Association shall subcontract, assign, or transfer any part of Association's interests or obligations under this Agreement without the prior written approval of County, it shall constitute a material breach of this Agreement.

Sec. 11. Independent Contractor. Association is an independent contractor with respect to all services performed under this Agreement. Association accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Association on work performed under the terms of this Agreement. Association shall defend, indemnify and save harmless County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement or any act of County, or Association, shall be deemed or construed to create any third-party beneficiary or principal and agent relationship with County. Association is not County's agent and Association has no authority to take any action or execute any documents on behalf of County.

Sec. 12. Financial Responsibility. Association shall be solely responsible for all costs associated with daily maintenance, operation, staffing and programming of the Property during the term of this Agreement and any extensions thereof.

- a. **Payments by County to Association.** Subject to appropriation, the County agrees to pay Association the total amount of \$25,000 for fiscal year 2020, in one installment upon execution of this Agreement.

b. Conditions for Payments. Funding for 2020, and any future years, shall be subject to annual budget and appropriation by County.

To be eligible for any payments, Association shall submit a written proposal setting out in detail the intended use of the County's funding, including the target population to be served. Association's proposal must be received by August 1st for requested funding in any future year. Any funds provided by the County shall only be utilized for Association expenses to maintain the Property and provide staffing, programming and insurance.

Any future payments by County shall be made within the first quarter of each year, provided all requirements for payment have been satisfied by the Association. No future payments shall be made under this Agreement unless Association shall have submitted to the Parks + Rec Department an Annual Financial Report by January 31st of each year, including:

- i. Association's IRS Form 990 from the previous fiscal year;
- ii. Statement of Association's total budget for its most recent fiscal year; and
- iii. Detailed explanation and documentation of actual past expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Association has previously received funding from the County, to be eligible for future payments, Association must submit either an audited financial statement for Association's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds.

No payment shall be made if Association is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

c. Equal Opportunity. Association shall maintain policies of employment as follows to be eligible for funding from County.

- i. Association and Association's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Association shall take affirmative action as set forth to ensure that applicants for employment and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Association agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- ii. Association and Association's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

d. Hiring Practices. Pursuant to §285.530.1, RSMo, and in order to remain eligible for County funding, Association assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Association shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with any services.

e. Audit. The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Association pertaining to this Agreement. Further, Association agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

Sec. 13. Hold Harmless. Association shall hold harmless County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Association and its selected volunteers, employees, agents, or subcontractors, or caused by others for whom they or Association are liable, regardless of whether or not caused in part by any act or omission, including negligence, of County, its agencies, officials, officers, or employees.

Sec. 14. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to the Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Jackson County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 15. Compliance with Laws. Association shall comply with all federal, state and local laws, ordinances and regulations, including Missouri Prevailing Wage laws applicable to any improvements to Property. Association shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of obligations under this Agreement. All references to "Code" shall mean County's Code of Ordinances, including any amendments thereto or recodification thereof.

Sec. 16. Waiver. Waiver of any provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, or of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

Sec. 17. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to County herein and any other rights and remedies which County may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that County may have exercised any remedy without terminating this Agreement shall not impair County's rights thereafter to terminate or to exercise any other remedy herein granted or to which County may be otherwise entitled.

Sec. 18. Merger. This Agreement, including any referenced Attachments, constitutes the entire agreement between County and Association with respect to this subject matter, and supersedes all prior agreements between County and Association, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

Sec. 19. Severability of Provisions. Except as specifically provided herein, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 20. Representations and Warranties. County and Association each certify that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have caused this Agreement to be executed as of the date first written above.

Cave Spring Association

I certify that I am authorized to execute this Memorandum of Understanding on behalf of **Association**:

Signature, President

Printed Name

Date: _____

ATTEST:

JACKSON COUNTY

Michele Newman, Director of Jackson County Parks+Rec

Date: _____

ATTEST: _____

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$25,000.00 which is hereby authorized.

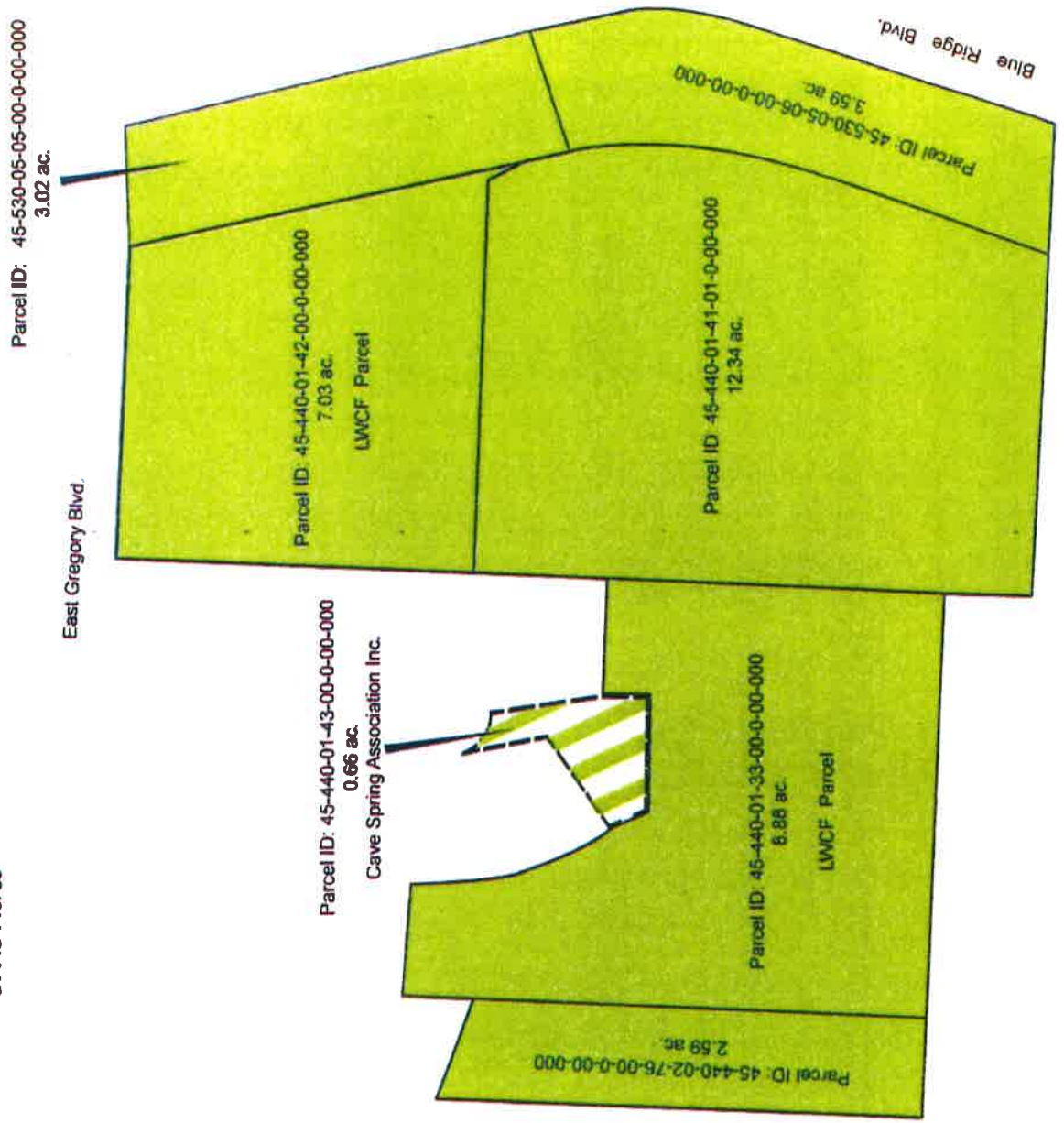
Date

Director of Finance and Purchasing
Account No. 003-1601-56790

Attachment A

Cave Spring Park Property Ownership Map

37.45 Acres



ATTACHMENT B

SCOPE OF DUTIES AND SERVICES TO BE PROVIDED BY ASSOCIATION FOR ANY PROPOSED PROPERTY IMPROVEMENTS

1. Design/Work Plan. Provide a design and plan of Work to County (Director of Parks+Rec) for proposed improvements, for the Director's approval. The design and Work Plan shall:
 - a. Show all infrastructure components for construction of non-natural materials such as buildings, playgrounds, dams, bridges, decking, and fencing, etc...
 - b. Comply with applicable local construction codes.
 - c. Minimize impact on natural areas to the extent feasible and utilize best management practices to control storm water flow and prevent erosion, including full-bench-cut construction for hillsides.
 - d. Provide a Missouri professional engineer signed and sealed drawings for any structural components.
 - e. For any projects proposed to utilize a combination of paid prevailing wage contractors and volunteer labor, provide a list of all volunteer workman proposed to be engaged in the construction of all improvements and the specific tasks they will perform. Any volunteer work shall be documented in accordance with the Missouri Prevailing Wage law, sections 290.210 et seq., RSMo.
 - f. For construction services to be performed by paid contractors or employees, provide a list of all workers and the specific tasks they perform. All paid contractors shall be compensated per Missouri Prevailing Wage laws and Jackson County Code Chapters 10 and 19 to the extent required under the law.
 - g. Provide an estimated anticipated schedule for all construction activities including when work will commence, when work will take place on Premises, and anticipated completion date(s).
2. Construction.
 - a. Through the use of paid contractors and/or Association's volunteers, Association will construct the improvements in conformity with the design as approved by the County.
 - b. Association will provide all labor, tools, and materials necessary for the construction of related improvements, temporary signage and safety features, except as otherwise stated in this Agreement.
 - c. Association will not utilize herbicides or other chemicals without prior written approval from the Director. Use and storage of explosives shall not be allowed.
 - d. Association will train, supervise and insure, and is solely responsible for the contractors, employees and/or volunteers utilized and their safety. Association will comply with all federal, state and local safety requirements in connection with the performance of the Agreement, including the provisions of the Federal Occupational Safety and Health Act of 1970 ("OSHA") and to the rules and regulations promulgated pursuant to this Act. All work conducted by and for Association shall be entirely at Association's own risk. Volunteer hours shall be reported annually to County.
 - e. In the event excavation is conducted in connection with improvements, Association assumes the risk associated therewith, and will take all reasonable and necessary safety precautions, including but not limited to installation of protective coverings on or fencing around open and unattended excavations. Coverings shall be sufficient to sustain the weight of any persons and/or objects placed upon them, fixed to the ground so they cannot be moved, have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury, and be accompanied by advance warning devices as necessary. Fencing around open excavations shall be installed such that it surrounds the entire area under excavation so as to prevent entry by any persons, be a minimum

of 42" in height and be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary. All excavations shall be restored to the level of the adjacent surfaces as soon as practicable. No excavations may be made in, upon, under, through or adjoining any area other than the Premises identified in Attachment A.

- f. Association shall be responsible for and in charge of the site and the installation of the Work thereon from the time work on the site commences until final approval by County. If installation requires, Association shall notify all utilities, municipal departments, adjacent property management, and others affected by their operations and shall properly coordinate and expedite their work in such a manner as to cause the least amount of conflict and interference between their operation and those of any other contractor or agency. Notification shall be made sufficiently ahead of time to provide proper rerouting of traffic and erecting of signs before the work is to begin. Any and all damages or claims resulting from the improper or insufficient notification of the affected utility agency and others shall be the responsibility of Association.

3. Inspection of Installation and Materials.

- a. During installation of the Work, the County shall have the right to inspect the Work thereon to determine whether or not the Work is being installed in accordance with the County approved plans. If, at any time during the progress of such installation, it is determined that such improvements are not being installed in accordance with the County approved plans, upon receipt of written notice thereof from County, Association shall make such alterations as may be required to cause such improvements to conform to the specifications.
- b. All material of whatever nature, required in the performance of the Work embraced in this Agreement, shall be furnished by Association and shall be subject to the inspection and/or test by County or its authorized representative before being placed in the Work. All rejected or unsuitable materials shall be removed at once from the site of the Work.
- c. As soon as practical after completion, the entire work will be examined thoroughly by the County. Association will be notified when the examination is to be made so that a representative may be present. If the inspection reveals any defective or unsatisfactory work, it shall be remedied by Association as County may require before final acceptance. The cost of all such repairs and replacements shall be borne by Association.

4. Maintenance.

Following completion of construction, Association shall maintain all improvements, including removing litter, trash, limbs, and other obstructions from improved areas, and repair and replacing other infrastructure as needed for the continuous and safe enjoyment of patrons.

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20388

Sponsor(s): Tony Miller

Date: March 30, 2020

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: Memorandum of Understanding with Cave Spring Association											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$25,000.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0.00</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$25,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$25,000.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 003-1601-56790 Other Contractual Services</td><td>\$25,000.00</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): \$25,287 Prior Year Actual Amount Spent (if applicable): \$25,287</p>		Amount authorized by this legislation this fiscal year:	\$25,000.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$25,000.00	Amount budgeted for this item * (including transfers):	\$25,000.00	Source of funding (name of fund) and account code number: 003-1601-56790 Other Contractual Services	\$25,000.00
Amount authorized by this legislation this fiscal year:	\$25,000.00											
Amount previously authorized this fiscal year:	\$0.00											
Total amount authorized after this legislative action:	\$25,000.00											
Amount budgeted for this item * (including transfers):	\$25,000.00											
Source of funding (name of fund) and account code number: 003-1601-56790 Other Contractual Services	\$25,000.00											
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): #4343 09/14/1981											
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Brian Nowotny, Deputy Director Parks + Rec, 816.503.4803											
REQUEST SUMMARY	This resolution authorizes the approval of a Memorandum of Understanding with the Cave Spring Association for the daily management, operation, maintenance, programming and improvement of the William M. Klein Park, also known as the Cave Spring Park and Historic Site. The Association, a non-profit organization, has managed Cave Spring Park since 1981 through Agreement with the County. This proposed MOU further outlines and clarifies the responsibilities of the Association and County.											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals											
ATTACHMENTS	Memorandum of Understanding											
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date:</td></tr> <tr> <td>Finance (Budget Approval):</td><td>Date:</td></tr> <tr> <td>If applicable</td><td>Date:</td></tr> <tr> <td>Division Manager:</td><td>Date:</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>		Department Director:	Date:	Finance (Budget Approval):	Date:	If applicable	Date:	Division Manager:	Date:	County Counselor's Office:	Date:
Department Director:	Date:											
Finance (Budget Approval):	Date:											
If applicable	Date:											
Division Manager:	Date:											
County Counselor's Office:	Date:											

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.

This expenditure was included in the Annual Budget.

RES # 20388**003 Park Fund**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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[illegible]

\$ 25,000

3/12/2020

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with the University of Missouri Extension Council to provide agricultural extension programs to the citizens of Jackson County, at a cost to the County not to exceed \$10,000.00.

RESOLUTION NO. 20389, March 30, 2020

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the 2020 County budget contains an appropriation in the amount of \$10,000.00 for the University of Missouri Extension Council to provide agricultural extension programs to the citizens of Jackson County, as required by section 262.597(1), RSMo; and,

WHEREAS, it is appropriate that the County Executive be authorized to execute a suitable Cooperative Agreement with the Council to provide for the payment of these funds; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Cooperative Agreement with the University of Missouri Extension Council, in a form to be approved by the County Counselor; and,


BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the agreement.

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. 20389 of March 30, 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 for the obligation herein authorized.

ACCOUNT NUMBER 001 8001 56790
ACCOUNT TITLE: General Fund
 JC Univ of MO Extension Center
 Other Contractual Services
NOT TO EXCEED: \$10,000.00

3/23/2020

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

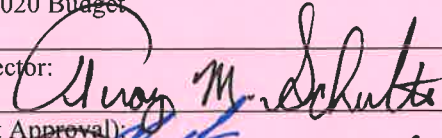
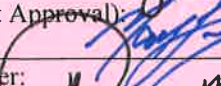
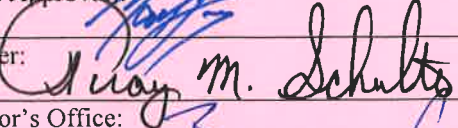

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20389

Sponsor(s): Crystal Williams

Date: March 30, 2020

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: A resolution authorizing the County Executive to sign a cooperative agreement with University of Missouri Extension											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="326 558 1463 747"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$10,000</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$10,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 001-8001-56790</td> <td>\$10,000</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)</p> <p><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): \$258,000 Prior Year Actual Amount Spent (if applicable): \$258,000</p>		Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$10,000	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$10,000	Source of funding (name of fund) and account code number: 001-8001-56790	\$10,000
Amount authorized by this legislation this fiscal year:	\$											
Amount previously authorized this fiscal year:	\$10,000											
Total amount authorized after this legislative action:	\$											
Amount budgeted for this item * (including transfers):	\$10,000											
Source of funding (name of fund) and account code number: 001-8001-56790	\$10,000											
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 20113 3/14/2019											
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Ashley Burke, Executive Assistant, 816-881-3449											
REQUEST SUMMARY	This resolution authorizes the approval of the Memorandum of Understanding with the University of Missouri Extension Council to provide services and activities to the citizens of Jackson County.											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals											
ATTACHMENTS	MU Extension 2020 Budget											
REVIEW	Department Director: 	Date: 3-18-2020										
	Finance (Budget Approval):  If applicable	Date: 3/18/2020										
	Division Manager: 	Date: 3-18-2020										
	County Counselor's Office: 	Date: 3/23/20										

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

- ☒ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: March 18, 2020

RES # 20389

Department / Division	Character/Description	Not to Exceed
-----------------------	-----------------------	---------------

001 General Fund

8001 JC Univ Of Mo Extension Center	56790 Other Contractual Services	\$ 10,000
-------------------------------------	----------------------------------	-----------

\$ 10,000


Budget Office

3/18/2020



Extension

University of Missouri

Total Net Revenue	Total
One-time University Funding - (PENDING FUNDS)	\$150,000
United Way of Greater Kansas City grant (Pending)	\$56,000
Health Forward Foundation Grant -HENC project (secured)	\$25,000
Savings & investments 4000 accts (secured)	\$66,534
Jackson County Allocation (Pending)	\$10,000
Farm Bureau to support 20% 4-H educator (secured)	\$10,639
Program funds 3000 accounts including soil sample income	\$27,295
Potential Revenue fundraising-gifts-goal -50,000	\$1,350
Total Revenue	\$345,469
Expense	
OSA IV-salary + Benefits (Jan -March) admin support RM	\$4,392
4-H Program contracted Staff (Jan - March)	\$2,873
OSA III -salary- Admin Support (BLS)	\$27,350
OSA III - Benefits & FICA	\$14,981
Bookkeeper salary & FICA (Jan - March 2nd 2020)	\$12,516
4-H Educator salary	\$7,089
4-H Educator benefits	\$3,550
United Way of Greater Kansas City programming-VITA	\$56,000
Parking Passes	\$18,920
Rent Blue Springs (Est.vacating April 30st)-5657/month	\$22,628
Rent River Market (\$5998.50/month -May-December)	\$59,722
Lease for 2 printers plus service maintance and ink	\$2,200
Printing Cost - every print job- usage fee 0.0395 for color and 0.0056 for BW	\$4,500
Travel expenses mileage	\$7,080
Recycling costs	\$675
Phone system River market & Blue Springs	\$12,151
Postage- mailing checks	\$1,106
Advertising	\$2,832
Health Forward Foundation Grant programing cost	\$22,500
Programing supplies from specialists, professional development costs , program accounts	\$13,648
Contract service-audit county	\$2,200
Bank services, memberships and subscriptions	\$461
Soil testing expenses	\$4,958
Credit card fees, software licences (5 adobe) etc	\$2,167
Insurance	\$247
Alarm System at River market office	\$1,073
Office operating supplies	\$2,001
Cost of official meetings and appreciation items	\$1,942
Moving Costs and network cabling required	\$23,709
Contract for hourly bookkeeper March - Dec 2020	\$10,000
Totals	\$345,469
Total Revenue :	\$345,469
Total Expenses	\$345,469



Extension

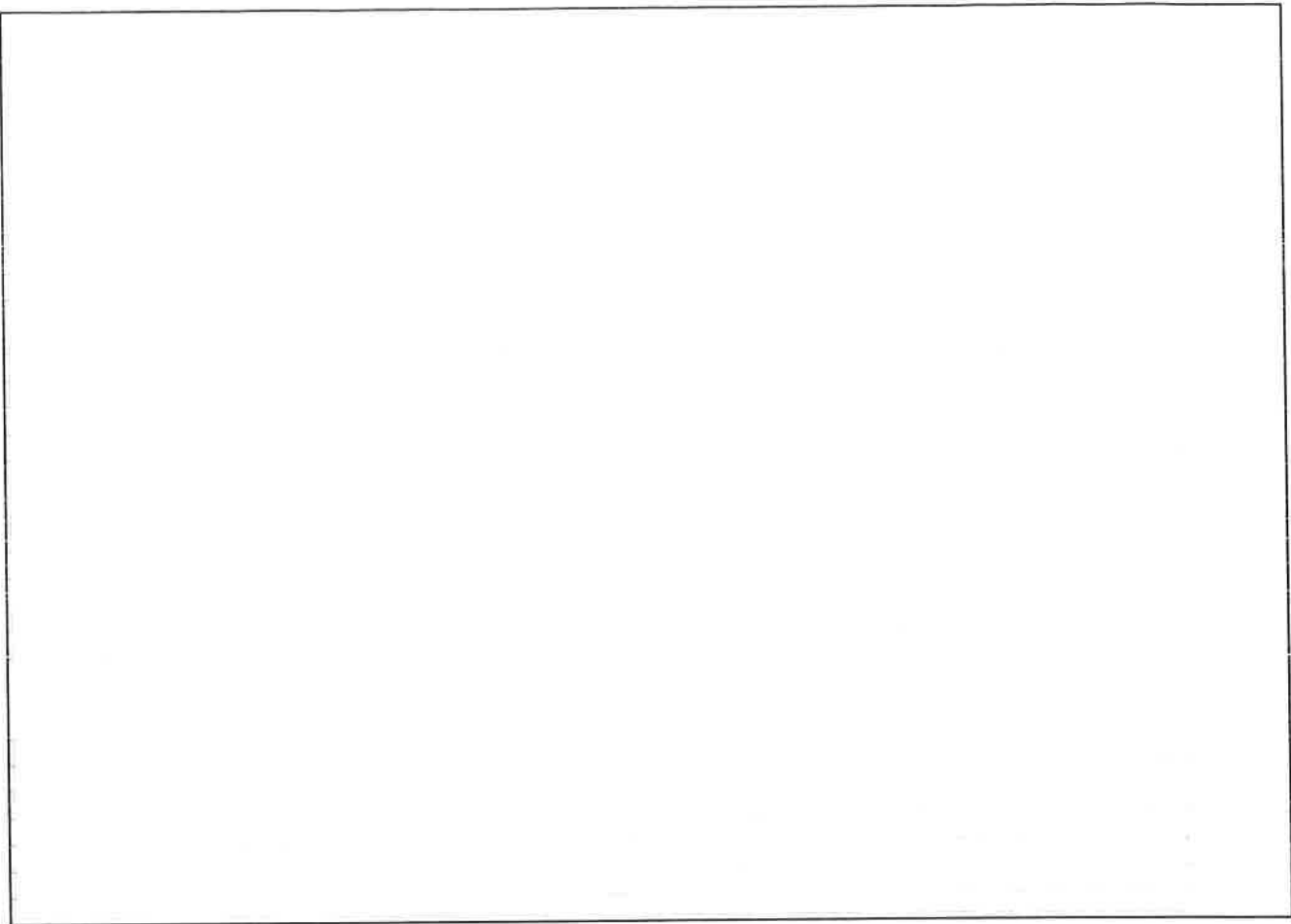
University of Missouri

Revenue

7. One-time University Funding- pending and grant for ONE-TIME ONLY
8. United Way of Greater Kansas City
A partnership to provide funding for an educator
9. Health Forward Foundation Grant -HENC project
Grant for Community Development— Dan Cash
10. Savings & investments 4000 accts-Savings in bank account endowment and spendable on campus--
11. Jackson County Allocation- Pending
12. Money that channels through Council to pay 20% of 4-H position.
13. Program funds 3000 accounts-Money that specialists have collects over time through education fees, services and contacts
14. Jackson County Council Fundraising.

Expense

- 18-23- Personnel salaries and benefits.
- 23-24- Jessie Furgins salary is paid from Farm-Bureau funds that come through Jackson County Extension Council.
25. Instructor for VITA program. This funding comes directly from United Way of Greater Kansas City (UWGKC) and will be used as pay roll expense for a Financial Literacy Educator to support VITA –Taxes program in partnership with UWGKC and coalition of partners. Expected to be a multiyear program to grow partners and eventually grow revenue.
26. Thirty three Parking passes -55/person per month for employees.
27. Rent Blue Springs (Est. vacating April 31st). This is rent Jan- April at 5657/month at Heartland Financial building.
28. Rent River Market.
29. Lease for 1-2 printers - Lease cost for one printer at River market and Blue Springs
30. Printing costs 2019 was \$6532.08 - plan is to cut that cost down to 4500 in 2020
31. Travel expenses-mileage paid through campus travel system.Based on average of 590.00
32. Recycling annually has been 480+675=1155- The window washing service has been discontinued at Blue Springs Office. Recycling contract ends in August 2020 and will not be renewed.
33. Phone system -
34. Postage - associated with mailing regular letters, cost of stamps.
35. Advertising Council Elections, photos for staff marketing, annual report, business expos, upcoming program advertising, marketing materials).
36. Forward Foundation Grant programing cost and supplies cost- HENC Blight, Health, and Safety Initiative. Dan Cash has a grant to implement a Health and Safety and money is managed through Extension Council
37. Supplies for specialists, and professional development costs.
38. Contract service-audit County-Auditor cost
39. Bank service charges Ex: Memberships - Blue Springs Chamber ;Bank Service Charges \$, Sam's Club Membership.
40. Soil testing. Cost of processing soil samples
41. Credit card fees, software licenses etc. Credit Card Service Charge Fees, Credit Card Monthly Fees, Software Licenses.
42. Insurance-Surety Bond (Council Chair, Council Vice Chair, Council Treasurer and Extension Bookkeeper)
43. Alarm System at River market office This was installed after a theft took place in 2017-18.
44. Office operating supplies (coffee, cleaners, pencils/pens, paper, tissue, tape, file folders, batteries, post-its, pads of paper, employee tax forms, printer ink)
45. Cost of official meetings and staff appreciation items -Annual dinner supplies, council meeting supplies, interviewing supplies, staff appreciation items.
46. Moving Costs -Mover- McDermott approved by council.
47. Hourly bookkeeper to work 6 hours/week on council books.



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute a Legal Services Agreement and Addendums to existing Legal Services Agreements with certain law firms, at an aggregate cost to the County not to exceed \$20,200.00, for services to be performed in 2020.

RESOLUTION NO. 20390, March 30, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the County Counselor recommends that he be authorized to execute a Legal Services Agreement and Addendums to existing Legal Services Agreements with certain law firms to provide legal services to the County in ongoing and recurring matters; and,

WHEREAS, the law firms for which agreements are recommended, the services to be provided, and not to exceed amounts for services to be performed in 2020, are as follows:

<u>Lawyer/Law Firm</u>	<u>Matter</u>	<u>Amount</u>
Hogan Lovells Washington, DC	Rock Island Rail Corridor Administrative Proceeding	\$ 9,200.00
Encompass Resolutions Kansas City, MO	Human Resources Investigation	\$ 7,000.00
Lathrop GPM Kansas City, MO	Dissolution of Non-for-Profit Corporation and Related Tax Matters	\$ 4,000.00
	Total	<u>\$ 20,200.00</u>

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Counselor be and hereby is authorized to execute a Legal Services Agreement

and Addendums to the Legal Services Agreements with the law firms identified in this Resolution, for a term ending December 31, 2020, at an aggregate to cost to the County not exceed \$20,200.00; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payments, on the Agreements and Addendums.

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. 20390 of March 30, 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 for the obligation herein authorized.

ACCOUNT NUMBER: 001 1101 56020
ACCOUNT TITLE: General Fund
County Counselors
Legal Services
NOT TO EXCEED: \$20,200.00

3/23/2020
Date


Chief Administrative Officer

Fiscal Note:

This expenditure was included in the Annual Budget.

PC#

Date: March 23, 2020

RES # 20390

Department / Division

Character/Description

Not to Exceed

001 General Fund

1101 County Counselor

56020 Legal Services

\$ 20,200

\$ 20,200

APPROVED

By Mark Lang at 9:45 am, Mar 23, 2020

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute a four-year no-interest Master Lease Agreement for the lease of personal computers and hardware for use by various County departments with Dell Financial Services, L.L.C., of Round Rock, TX, and ConvergeOne of Overland Park, KS, under the terms and conditions set forth in NASPO ValuePoint Contract No. MNWNC-108 and Midwestern Higher Education Commission Contract No. MHEC-07012015, existing competitively bid government contracts, at an actual annual cost to the County in the amount of \$296,329.50.

RESOLUTION NO. 20391, March 30, 2020

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Director of Information Technology has proposed that the County lease six hundred personal computers for use by various County departments to provide for their needs for the upcoming four-year period from Dell Financial Services, L.L.C., an affiliate of Dell Marketing, L.P. of Round Rock, TX, and CoverageOne of Overland Park, KS, at an actual annual cost of \$296,329.50 and a total four-year cost of \$1,185,318.00, at no interest, with funds for future years subject to annual appropriation; and,

WHEREAS, the Director of Finance and Purchasing recommends that the lease be authorized under terms and conditions set forth in NASPO ValuePoint Contract No. MNWNC-108 and Midwestern Higher Education Commission Contract No. MHEC-07012015, existing competitively bid government contracts; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends that the lease be authorized under terms and conditions set forth in NASPO ValuePoint Contract No. MNWNC-108 and Midwestern

Higher Education Commission Contract No. MHEC-07012015, existing competitively bid government contracts; and,

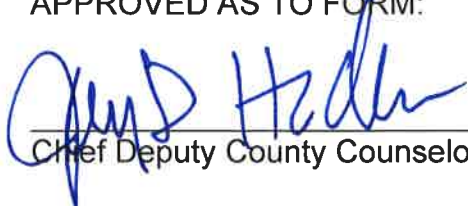
WHEREAS, this competitively bid lease option offers a higher volume discount to larger government purchasing groups; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the lease be authorized 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 to the accomplishment of the lease; and,

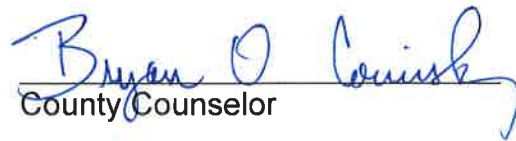
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the lease, to the extent that sufficient appropriations to the issuing spending agencies are contained in the then current Jackson County budget.

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. 20391 of March 30, 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 for the obligation herein authorized.

ACCOUNT NUMBER: 001 1305 58171
ACCOUNT TITLE: General Fund
Information Technology
Personal Computers/Accessories
NOT TO EXCEED: \$296,329.50

Funds for future years are subject to appropriation in the County's then current annual budget.

3/23/2020

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

MAR 13 2020

Version 6/10/19





Completed by County Counselor's Office:

Res/Ord No.: 20391

Sponsor(s): Crystal Williams

Date: March 30, 2020

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

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

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

- ☒ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

This expenditure was included in the Annual Budget.

RES # 20391

001 General Fund

FUTURE YEARS ARE SUBJECT TO APPROPRIATION

\$ 296,330

Budget Office



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

816-881-3151

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

TO: CRAIG REICH, SENIOR BUYER

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

DATE: MARCH 19, 2020

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

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

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

LESSOR: Dell Financial Services L.L.C.

LESSEE: Jackson County, Missouri

Mailing Address:
ONE DELL WAY
Round Rock, TX 78682

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

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

1. LEASE.

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

2. ACCEPTANCE DATE; SCHEDULE.

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

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

3. TERM.

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

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

4. RENT; TAXES; PAYMENT OBLIGATION.

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

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

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

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

5. APPROPRIATION OF FUNDS.

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

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

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

6. LICENSED MATERIALS.

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

7. USE; LOCATION; INSPECTION.

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

8. RETURN.

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

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

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

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

10. ALTERATIONS.

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

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. EVENTS OF DEFAULT.

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

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

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

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

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

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

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

14. REMEDIES; TERMINATION

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

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

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

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

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

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

15. QUIET ENJOYMENT.

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

16. INDEMNIFICATION.

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

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

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

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

18. NON PERFORMANCE BY LESSEE.

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

19. NOTICES.

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

20. ASSIGNMENT.

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

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

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

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

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

22. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

Jackson County, Missouri

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services L.L.C.

"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Billing and Schedule Information

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

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

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

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

II. Your Company Information

Company Name: Jackson County, Missouri

Physical Address (primary location): _____

City, State, Zip: _____

Federal Tax ID: _____

III. Schedules:

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

Attention: _____

Email Address: _____

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

Attention: _____

Title: _____

Telephone Number: _____

Email Address: _____

Would you prefer to sign your documents electronically via Echosign?

☐ Yes

☐ No (not available to Public entities)

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

☐ Cost Center

☐ Equipment Type

☐ Equipment Location

☐ PO Number

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

IV. Purchase Orders:

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

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

Do you utilize blanket PO's? ☐ Yes ☐ No

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

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

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

Is board approval necessary?

☐ Yes

☐ No

If yes, when are meetings held? _____

Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name: _____

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

AP Address: _____

City, State, Zip: _____

County: _____

AP Email Address: _____ AP Direct Telephone Number: _____

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

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

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

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

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

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

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

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

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

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

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

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

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

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

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

VIII. Additional Tax Information:

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

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

Tax Exempt Certificate Requirements:

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

The following are not acceptable forms of Tax Exemption Certificates:

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

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

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

February 21, 2020

Prepared For:

Jackson County, MO

Mike Erickson

4YR Fair Market Value Lease

Dell Client/SVCS Converge 1 SVCS

PPT INCLUDED in LRF

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

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

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

Proposal Expiration Date:

April 15, 2020

PLEASE NOTE:

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

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

End of Term Options:

Fair Market Value (FMV) Lease:

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

Mark Opyd

Account Executive

DELL - FINANCIAL SERVICES

Mark_Opyd@dell.com

708-941-9163

February 21, 2020

Additional Information:

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

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

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

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

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

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

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

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

The Agreement is hereby modified as follows:

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

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

2. Section 16, "Indemnification".

Delete this section in its entirety and replace it with the following:

"Both parties agree to be responsible for their own acts or omissions."

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

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

LESSOR:
DELL FINANCIAL SERVICES L.L.C.

LESSEE:
JACKSON COUNTY, MISSOURI

By: _____

By: _____

Title: _____

Title: _____

Secretary/Clerk Certificate Instructions

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

SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

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

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

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

TITLE OF AUTHORIZED
SIGNATORY

SIGNATURE OF AUTHORIZED
SIGNATORY

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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

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

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

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

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

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

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

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

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

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

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

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

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

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

Jackson County MO

IT Lifecycle Service Statement of Work

NAM -Tommy Messersmith

January 29, 2020

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Project Overview

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

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

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

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

Product

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

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

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

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

65W AC Adapter, 7 4mm Barrel	492-BBXF	RFID Module Label	389-DOOP
Palmrest with No Fingerprint Reader and No SmartCard Reader	346-BFJG	RFID Module Label	389-DOQY
Custom Configuration	817-BB8B	Dell USB,USB,AUDIO,Smart Card left I/O module	590-TEXZ
Mix Model Packaging DAO with 7 4mm 65W adapter config	340-CMEF	No Anti-Virus Software	650-AAAM
No Resource DVD / USB	430-XXYG	OS-Windows Media Not Included	620-AALW
ENERGY STAR Qualified	387-BBNQ	Dummy Airbay Cover	325-BDEH
No UPC Label	389-BCGW	No Additional IO Ports	590-TEYC
Regulatory Label, FCC	389-DPGZ	No Resource DVD / USB	430-XXYG
Dell Developed Recovery Environment	658-BCUV	TPM Enabled	340-AJPV
Additional Software	658-BEHL	System Driver, Dell Latitude 5420	640-BBRG
No Media	620-AAOH	Dell Developed Recovery Environment	658-BCUV
No Docking Station	452-BBSE	Quick Referene Guide	340-CHGB
Setup and Features Guide	340-CLZL	Safety/Environment and Regulatory Guide (English/Spanish)	340-AGIN
Regulatory Label included	389-BEYY	US Order	332-1286
8th Gen Intel Core i5 vPro processor label	389-CGJO	Shuttle SHIP Material	328-BCXL
BTO Standard Shipment (VS)	800-BBQK	Directship Info Mod	340-CKTD
US Power Cord	450-AAEJ	Regulatory Label included	389-BEYY
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	No UPC Label	389-BDCE
No Option Included	340-ACQQ	E5 Power Cord (US)	537-BBBD
US Order	332-1286	8th Gen Intel Core i5 vPro processor label	389-CGJO
Bottom Cover	354-BBBO	BTO Standard shipment Air	800-BBGF
Dell Limited Hardware Warranty Extended Year(s)	975-3461	Factory Installed Rigid handle tied sku	540-BCIH
Dell Limited Hardware Warranty	997-8317	No Option Included	340-ACQQ
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	No Option Included	340-ACQQ
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	ENERGY STAR Qualified	387-BBNJ
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-8388	ProSupport Plus: Next Business Day Onsite, 1 Year Extended	808-6795
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	997-8389	ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797
ProSupport Plus: Accidental Damage Service, 4 Years	997-8390	Dell Limited Hardware Warranty Initial Year	808-6805
ProSupport Plus: 7x24 Technical Support, 4 Years	997-8391	ProSupport Plus: Accidental Damage Service, 4 Years	808-6819
		ProSupport Plus: Keep Your Hard Drive, 4 Years	808-6822
		ProSupport Plus: 7X24 Technical Support, 4 Years	808-6843
		Dell Limited Hardware Warranty Extended Year(s)	975-3461
		Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367

Scope of Services

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

Project Location and Quantities

ConvergeOne ITLS - Depot

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

Systems will be shipped to each designated location.

Execution

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

Delivery Location(s)

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

Implementation Tasks

This section details the Implementation Tasks of the project.

Inventory Management

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

System Imaging

Pre-Configuration Services

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

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

Configuration Services

ConvergeOne will setup and Image the requested systems.

- ConvergeOne will bench each device.

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

Quality Assurance

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

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

Deployment Services - Delivery

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

Onsite Migration Services

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

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

Onsite Retrieval services

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

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

Project Management

ConvergeOne assumes the following project management responsibilities:

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

Scope of Work Assumptions

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

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

General Assumptions

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

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

Personnel

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

Project Schedule

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

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

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

Change Management

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

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

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

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

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

Completion

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

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

As part of this scope Hardware will be provided.

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

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

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

Authorization to Proceed

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

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

Jackson County

By

Name (please print)

Title

Date

Purchase Order (PO) Number

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

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$150,000.00 within the 2020 Anti-Crime Sales Tax Fund to cover funding for the Sheriff's Office's 2020 Law Enforcement School Based Initiative.

RESOLUTION NO. 20392, March 30, 2020

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the COMBAT staff recommends that \$150,000.00 in Anti-Crime Sales Tax Funds be allocated to the Sheriff's Office's 2020 Law Enforcement School Based Initiative Program; and,

WHEREAS, at its meeting of January 16, 2020, the Drug Commission endorsed the staff's recommendation in this regard; and,

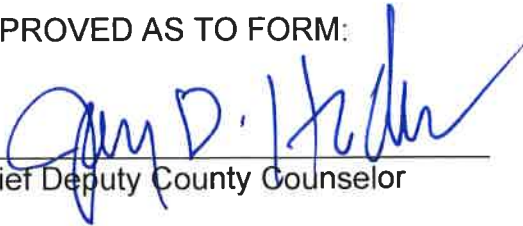
WHEREAS, a transfer within the 2020 Anti-Crime Sales Tax Fund is necessary to cover this program; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2020 Anti-Crime Sales Tax Fund:

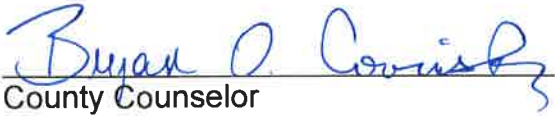
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund			
COMBAT D.A.R.E.			
008-4403	56005 - Community Crime Prevention	\$150,000	
Sheriff D.A.R.E.			
008-4204	55010- Regular Salaries		\$88,932
008-4204	55030- Over Time Salaries		\$ 3,360
008-4204	55040- FICA Taxes		\$ 6,803
008-4204	55050- Pension Contribution		\$ 8,004
008-4204	55060- Insurance Benefits		\$ 5,241
008-4204	57190- Wearing Apparel		\$ 2,016
008-4204	57230- Other Operating Supplies		\$29,944
008-4204	56750- Education Benefits		\$ 3,000
008-4204	56710- Dues & Membership		\$ 200
008-4204	56230- Printing		\$ 2,500

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. 20392 of March 30, 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

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

ACCOUNT NUMBER: 008 4403 56005
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Law Enforcement School Based Initiative
Community Crime Prevention
NOT TO EXCEED: \$150,000.00

3/23/2020

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Commission's Office:

Res/Ord No.: 20392

Sponsor(s): Dan Tarwater III

Date: March 30, 2020

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: A resolution authorizing the County Prosecutor to transfer funds for the purpose of funding the Jackson County Sheriff's Office's Anti-Crime Sales Tax Fund for the 2020 fiscal year, which are engaged in Law Enforcement School Based Initiative for prevention, anti-crime, and anti-violence activities at the aggregate cost to the county not to exceed 150,000.00.																																	
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$150,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</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>\$150,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: From: 008-4403- (Law Enforcement School Based Initiative) 56005 (Community Crime Prevention)</td> <td>FROM ACCT: \$150,000.00</td> </tr> <tr> <td>TO:</td> <td></td> </tr> <tr> <td>008-4204-55010 (Regular Salaries)</td> <td>\$88,932.48</td> </tr> <tr> <td>008-4204-55030 (Overtime Salaries)</td> <td>\$3,360.00</td> </tr> <tr> <td>008-4204-55040 (FICA Taxes)</td> <td>\$6,803.34</td> </tr> <tr> <td>008-4204-55050 (Pension Contributions)</td> <td>\$8,003.92</td> </tr> <tr> <td>008-4204-55060 (Insurance Benefits)</td> <td>\$5,240.68</td> </tr> <tr> <td>008-4204-57190 (Wearing Apparel)</td> <td>\$2,016.00</td> </tr> <tr> <td>008-4204-57230 (Supplies)</td> <td>\$29,943.58</td> </tr> <tr> <td>008-4204-56750 (Ed. Benefits/Tmg.)</td> <td>\$3,000.00</td> </tr> <tr> <td>008-4204-56710 (Membership)</td> <td>\$200.00</td> </tr> <tr> <td>008-4204-56230 (Printing)</td> <td>\$2,500.00</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)</p> <p><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): \$1,291,844.00 Prior Year Actual Amount Spent (if applicable): \$1,288,844.00</p>		Amount authorized by this legislation this fiscal year:	\$150,000.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$150,000.00	Source of funding (name of fund) and account code number: From: 008-4403- (Law Enforcement School Based Initiative) 56005 (Community Crime Prevention)	FROM ACCT: \$150,000.00	TO:		008-4204-55010 (Regular Salaries)	\$88,932.48	008-4204-55030 (Overtime Salaries)	\$3,360.00	008-4204-55040 (FICA Taxes)	\$6,803.34	008-4204-55050 (Pension Contributions)	\$8,003.92	008-4204-55060 (Insurance Benefits)	\$5,240.68	008-4204-57190 (Wearing Apparel)	\$2,016.00	008-4204-57230 (Supplies)	\$29,943.58	008-4204-56750 (Ed. Benefits/Tmg.)	\$3,000.00	008-4204-56710 (Membership)	\$200.00	008-4204-56230 (Printing)	\$2,500.00
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008-4204-56710 (Membership)	\$200.00																																	
008-4204-56230 (Printing)	\$2,500.00																																	
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 20159, May 6, 2019																																	
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Keron Hopkins, Budget Coordinator, 816-881-1415																																	
REQUEST SUMMARY	<p>A resolution authorizing the County Prosecutor to transfer funds from the Anti-Crime Sales Tax Fund for the purpose of providing funding for the 2020 fiscal year, not to exceed \$150,000, to the Jackson County Sheriff's Department for Law Enforcement School Based Initiatives for the purpose of prevention, anti-crime and anti-violence activities.</p> <p>Background: The Anti-Crime Sales Tax fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match, and other anti-crime and anti-violence initiatives in the community. Funding recommendations were presented to the Jackson County COMBAT Commission on January 16, 2020, with the recommendation that the funding recommendation be presented to the Jackson County Legislature.</p>																																	

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: <i>Vincent M Ortega</i>	Date: 3-18-20
	Finance (Budget Approval) <i>If applicable</i>	Date: 3/19/20
	Division Manager: <i>Juan Peters Baker</i>	Date: 3/19/20
	County Counselor's Office: <i>Bryan Covino</i>	Date: 3/23/20

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

- ☒ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in _____.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____.
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

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

RES # 20392

Budget Office 3/19/2022

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$136,750.00 within the 2020 Special Road and Bridge Fund, to cover the cost of rental of heavy equipment necessary to complete the 2020 Annual Road Program.

RESOLUTION NO. 20393, March 30, 2020

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Public Works Department has a need to rent heavy equipment from existing term and supply vendors to complete the 2020 Annual Road Program; and,

WHEREAS, due to capturing and storing recycled asphalt millings from the road program last season, the Public Works Department has experienced savings in its budgeted account for rock; and

WHEREAS, a transfer is necessary to place the funds necessary for the rental in the proper spending account; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road & Bridge Fund Road & Bridge Maintenance 004-1506	57440- Rock	\$136,750	
004-1506	56670- Rent- Miscellaneous		\$136,750

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. 20393 of March 30, 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

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

ACCOUNT NUMBER: 004 1506 57440
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Rock
NOT TO EXCEED: \$136,750.00

3/23/2020
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office



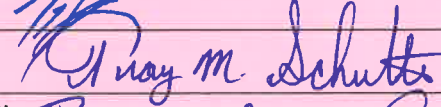
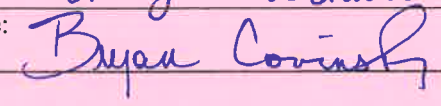
Res/Ord No.: 20393

Sponsor(s): Jalen Anderson

Date: March 30, 2020 17 2020

EXECUTIVE OFFICE

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: Requesting a Transfer of \$136,750.00 within the Special Road & Bridge Fund to pay for Equipment Rental.															
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="329 558 1463 993"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$136,750.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$136,750.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number:</td> </tr> <tr> <td>FROM ACCOUNT: 004-1506-57440 Special Road & Bridge Fund – Road & Bridge Maintenance – Rock</td> <td>FROM AMT: \$136,750.00</td> </tr> <tr> <td>TO ACCOUNT: 004-1506-56670 Special Road & Bridge Fund – Road & Bridge Maintenance – Rent Miscellaneous</td> <td>TO AMOUNT: \$136,750.00</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)</p> <p><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): _____</p> <p>Prior Year Actual Amount Spent (if applicable): _____</p>		Amount authorized by this legislation this fiscal year:	\$136,750.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$136,750.00	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:		FROM ACCOUNT: 004-1506-57440 Special Road & Bridge Fund – Road & Bridge Maintenance – Rock	FROM AMT: \$136,750.00	TO ACCOUNT: 004-1506-56670 Special Road & Bridge Fund – Road & Bridge Maintenance – Rent Miscellaneous	TO AMOUNT: \$136,750.00
Amount authorized by this legislation this fiscal year:	\$136,750.00															
Amount previously authorized this fiscal year:	\$0															
Total amount authorized after this legislative action:	\$136,750.00															
Amount budgeted for this item * (including transfers):	\$0															
Source of funding (name of fund) and account code number:																
FROM ACCOUNT: 004-1506-57440 Special Road & Bridge Fund – Road & Bridge Maintenance – Rock	FROM AMT: \$136,750.00															
TO ACCOUNT: 004-1506-56670 Special Road & Bridge Fund – Road & Bridge Maintenance – Rent Miscellaneous	TO AMOUNT: \$136,750.00															
PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): _____															
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Matt Willier, Assistant Road & Bridge Administrator, (816) 847-7083															
REQUEST SUMMARY	<p>In order to perform the 2020 Annual Road Program, Public Works will need to rent the following specific machines for the given months. These machines will need to be rented from 2 different vendors according to supply and availability.</p> <p>Additionally, last season we were able to capture recycled asphalt millings from our road program and store them at our maintenance yard. Therefore, this left us a surplus of rock in that account.</p> <p>Vendor: Road Builders Machine: BOMAG BW190 or BW191 Roller (5 months at \$4,950/month = \$24,750.00) Machine: BOMAG BW211 or BW213 Roller (5 months at \$4,800/month = \$24,000.00)</p> <p>Vendor: Murphy Tractor Machine: WIRTGEN WR200 96" Soil Stabilizer Recycler (4 months at \$22,000/month = \$88,000.00)</p>															
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department)															

	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: 	Date: 3-13-20
	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/17/20
	Division Manager: 	Date: 3/17/2020
	County Counselor's Office: 	Date: 3/23/20

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

- ☒ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

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

PC# _____

RES # 20393

Department / Division		Character/Description		From	To
004	Special Road & Bridge Fund				
1506	Road & Bridge Maintenance	57440	Rock	\$ (136,750)	\$ -
1506	Road & Bridge Maintenance	56670	Rent – Miscellaneous	-	136,750
				\$ (136,750)	\$ 136,750

Budget Office 3/17/20



1001 S. 7th Street Trafficway – Kansas City, KS – 913-371-3822

REQUESTED RENTAL RATES
PREPARED FOR: TIM UNDERWOOD
PREPARED BY: KIM SMITH
3/5/2020

OUR RATES ARE BASED ON THE FOLLOWING:

8 HOURS IN 1 DAY
3 DAYS = 1 WEEK
40 HOURS IN 1 WEEK
3 WEEKS = 1 MONTH
160 HOURS IN 1 MONTH

THE BELOW RATES DO NOT INCLUDE TAX OR DELIVERY AND ARE SUBJECT TO AVAILABILITY!

ANY ADDITIONAL CHARGES WOULD BE FIGURED ONCE THE MACHINE RETURNS. IF THERE IS ANY DAMAGE OR THE MACHINE IS NOT FULL OF FUEL OR DEF OR RETURNED WITHOUT KEYS, YOU WOULD BE CHARGED FOR THAT.

BOMAG BW190 OR BW191 ROLLER
(79IN DOUBLE SMOOTH DRUMS)
\$575.00/DAY
\$1725.00/WEEK
\$4950.00/MONTH

BOMAG BW211 OR BW213 ROLLER
(84IN DRUM-SMOOTH OR PADFOOT)
\$535.00/DAY
\$1600.00/WEEK
\$4800.00/MONTH

BOMAG MPH364 RECYCLER
\$1645.00/DAY
\$4935.00/WEEK
\$14800.00/MONTH



Rental Quote

8600 NE PARVIN RD
KANSAS CITY MO 64161

March 5, 2020

PHONE 816-483-5000
FAX 816-483-5721

JACKSON COUNTY

TIM UNDERWOOD
34900 E OLD US 40 HWY
OAK GROVE MO 64075

Phone: 816-847-7062
Fax:
Mobile:

Comments:

Account #	Powerplan #	Approval #	PO#	Credit Card #
12000187				

Make	Model	Description	Day	Week	Month	Hauling
HAMM	H12P	84" PADFOOT ROLLER			\$ 5,800	
HAMM	HD140	84" DOUBLE DRUM ASPHALT ROLLER			\$ 5,800	
WIRT	WR200	96IN SOIL STABILIZER			\$ 22,000	
WIRT	WR240	96IN SOIL STABILIZER NEW TEETH OUT NEW TEETH IN			\$ 27,200	

All rates are a maximum 8 hours per day, 44 Hours per week, 176 hours per month - 28 days

All rates are subject to local sales tax rates

Customer is responsible for all scheduled maintenance while on rent

Quote Prepared By : Kellie Mason

Quote Good for 30 Days

THANK YOU FOR YOUR BUSINESS!

2020 Road Program - Rental Equipment

ON CURRENT P.D. BL-1506-42805 (PKCUPS 1/1/20 THRU 2/31/20)

ROAD BUILDERS

BOMAG BW190 or BW191 ROLLER (79IN DOUBLE SMOOTH DRUMS)
BOMAG BW211 OF BW213 ROLLER (84IN PADFOOT)

\$4,950.00 /MONTH
\$4,800.00 /MONTH

1ST	BOMAG BW190 or BW191 ROLLER (RESERVED)	3 /MONTHS	\$14,850.00
1ST	BOMAG BW211 OF BW213 ROLLER (RESERVED)	3 /MONTHS	\$14,400.00
TOTAL			\$29,250.00

UNFUNDED ADDITIONAL EQUIPMENT

1ST	BOMAG BW190 or BW191 ROLLER	1 ADDITIONAL MONTH	\$4,950.00
1ST	BOMAG BW211 OF BW213 ROLLER	1 ADDITIONAL MONTH	\$4,800.00
			\$9,750.00
2ND	BOMAG BW190 or BW191 ROLLER	4 /MONTHS	\$19,800.00
2ND	BOMAG BW211 OF BW213 ROLLER	4 /MONTHS	\$19,200.00
			\$39,000.00

UNFUNDED TOTAL

\$49,750.00

TOTAL UNFUNDED SUM \$136,750.00

MURPHY TRACTOR

WIRTGEN WR200 96" SOIL STABILIZER (RECYCLER)

\$22,000.00 /MONTH

UNFUNDED ADDITIONAL EQUIPMENT

1ST	WIRTGEN WR200 96" SOIL STABILIZER (RECYCLER)	4 /MONTHS	\$88,000.00
-----	--	-----------	-------------

UNFUNDED TOTAL

\$88,000.00

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION supporting a freeze or a reduction of the current property tax rate on all residential and commercial real property taxes, excluding new construction, for the 2021 reassessment cycle.

RESOLUTION NO. 20394, March 30, 2020

INTRODUCED BY Dan Tarwater III, Theresa Cass Galvin, Crystal Williams, and Tony Miller, County Legislators

WHEREAS, the 2019 reassessment has created a hardship for the people of Jackson County; and,

WHEREAS, the County is now preparing for the 2021 property tax reassessment cycle; and,

WHEREAS, the Assessment Department presently has one or two personnel to handle the physical inspections required; and,

WHEREAS, the Assessment Department lacks adequate staff and software systems to accomplish the monumental task at hand; and,

WHEREAS, the required request for proposals and qualifications has not been submitted and evaluated; and,

WHEREAS, the Board of Equalization has yet to complete its appeal process and Assessment Department staff are still handling issues related to the 2019 reassessment

cycle; and,

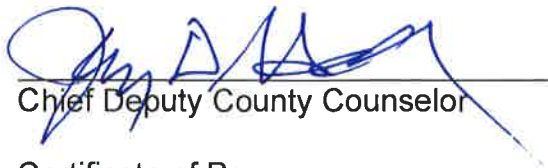
WHEREAS, the nation is currently dealing with the economic impact of the COVID 19 pandemic, and it is too soon to tell what effect the pandemic will have on our local economy; and,

WHEREAS, the County should do its part to alleviate the financial stress on our residents and aid families in our community; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature supports a freeze of 2021 real property tax assessments for residential and commercial properties, excluding new construction, at the rate of 2019 assessments set at the completion of all pending Board of Equalization and State Tax Commission appeals, or a reduction from those assessment rates.

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. 20394 of March 30, 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

RECEIVED

MAR 23 2020

9:00 am

JACKSON COUNTY, MISSOURI

MARY JO SPINO
COUNTY CLERK

OFFICE OF THE COUNTY EXECUTIVE
415 E. 12th St., Ste. 200, Kansas City, MO 64106
JACKSON COUNTY HEALTH DEPARTMENT
313 S. Liberty, Independence, MO 64050

ORDER OF JACKSON COUNTY EXECUTIVE FRANK WHITE, JR., JACKSON COUNTY HEALTH DIRECTOR BRIDGETTE SHAFFER, AND JACKSON COUNTY EMERGENCY MANAGEMENT COORDINATOR TROY M. SCHULTE DIRECTING ALL INDIVIDUALS LIVING IN JACKSON COUNTY, MISSOURI, EXCEPT KANSAS CITY, MISSOURI, TO STAY AT HOME AT THEIR PLACE OF RESIDENCE EXCEPT THAT THEY MAY LEAVE TO PROVIDE OR RECEIVE CERTAIN ESSENTIAL SERVICES OR ENGAGE IN CERTAIN ESSENTIAL ACTIVITIES AND WORK FOR ESSENTIAL BUSINESSES AND GOVERNMENTAL SERVICES; EXEMPTING INDIVIDUALS EXPERIENCING HOMELESSNESS FROM THE STAY AT HOME ORDER BUT URGING THEM TO FIND SHELTER AND GOVERNMENT AGENCIES TO PROVIDE IT; DIRECTING ALL BUSINESSES AND GOVERNMENTAL AGENCIES TO CEASE NON-ESSENTIAL OPERATIONS AT PHYSICAL LOCATIONS IN THE COUNTY; PROHIBITING ALL NON-ESSENTIAL GATHERINGS OF ANY NUMBER OF INDIVIDUALS.

DATE OF ORDER: MARCH 22, 2020

Please read this Order carefully. Pursuant to §192.320 R.S.Mo., violation of or failure to comply with this Order is a class A misdemeanor punishable by fine, imprisonment, or both.

UNDER THE AUTHORITY GRANTED INDIVIDUALLY AND COLLECTIVELY BY THE RELEVANT PROVISIONS OF THE MISSOURI STATE CONSTITUTION, STATUTES, REGULATIONS, AS WELL AS BY RELEVANT PROVISIONS OF THE HOME RULE CHARTER OF JACKSON COUNTY AND COUNTY CODE PROVISIONS, INCLUDING, BUT NOT LIMITED TO: THE MISSOURI CODE OF STATE REGULATIONS, RULES OF DEPARTMENT OF HEALTH AND SENIOR SERVICES (19 CSR 20-20.020; 19 CSR 20-20.030; 19 CSR 20-20.040; 19 CSR 20-20.050) AND JACKSON COUNTY CODE CHAPTER 40, THE JACKSON COUNTY EXECUTIVE, JACKSON COUNTY HEALTH DIRECTOR, AND JACKSON COUNTY EMERGENCY MANAGEMENT COORDINATOR DO HEREBY ORDER:

1. The intent of this Order is to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling

essential services to continue, to slow the spread of COVID-19 to the maximum extent possible. When people are required to leave their places of residence, whether to obtain or perform vital services, or to otherwise facilitate authorized activities necessary for continuity of social and commercial life, they should at all times reasonably possible comply with Social Distancing Requirements as defined in Section 9 below. All provisions of this Order should be interpreted to effectuate this intent. Failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.

2. All individuals currently living within Jackson County (the "County"), except Kansas City, Missouri, are ordered to stay at home at their place of residence. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably possible maintain social distancing of at least six feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities, Essential Governmental Functions, or to operate Essential Businesses, all as defined in Section 9. Individuals experiencing homelessness are exempt from this Section, but are strongly urged to obtain shelter, and governmental and other entities are strongly urged to make such shelter available as soon as possible and to the maximum extent practicable (and to utilize Social Distancing Requirements in their operation).
3. All businesses with a facility in the County, except Essential Businesses as defined below in Section 9, are hereby required to cease all activities at facilities located within the County except Minimum Basic Operations, as defined in Section 9. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home). All Essential Businesses are strongly encouraged to remain open. To the greatest extent feasible, Essential Businesses shall comply with Social Distancing Requirements as defined in Section 9 below, including, but not limited to, when any customers are standing in line.
4. All public and private gatherings of any number of people occurring outside a household or living unit are prohibited, except for the limited purposes as expressly permitted in Section 9. Nothing in this Order prohibits the gathering of members of a household or living unit.
5. This Order is issued based on evidence of increasing occurrence of COVID-19 within the County and throughout the Kansas City Metropolitan Area, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically, and evidence that the age, condition, and health of a significant portion of the population of the County places it at risk for serious health complications, including death, from COVID-19. Due to the outbreak of the COVID-19 virus in

the general public, which is now a pandemic according to the World Health Organization, there is a public health emergency throughout the County. Making the problem worse, some individuals who contract the COVID-19 virus have no symptoms or have mild symptoms, which means they may not be aware they carry the virus. Because even people without symptoms can transmit the disease, and because evidence shows the disease is easily spread, gatherings can result in preventable transmission of the virus. The scientific evidence shows that at this stage of the emergency, it is essential to slow virus transmission as much as possible to protect the most vulnerable and to prevent the healthcare system from being overwhelmed. One proven way to slow the transmission is to limit interactions among people to the greatest extent practicable. By reducing the spread of the COVID-19 virus, this Order helps preserve critical and limited healthcare capacity in the County.

6. This Order is issued in light of the existence of at least 12 cases of COVID-19, and one related death in the County, as well at least 45 positive cases and at least two deaths in adjacent jurisdictions as of 5:00 p.m. on March 22, 2020, including a significant and increasing number of suspected cases of community transmission and likely further significant increases in transmission. Widespread testing for COVID-19 is not yet available but is expected to increase in the coming days. This Order is necessary to slow the rate of spread and the Health Director will re-evaluate it as further data becomes available.
7. This Order also is issued in accordance with, and incorporates by reference, the March 13, 2020 State of Emergency issued by Governor Mike Parson, the March 12, 2020 Proclamation of State of Emergency and Executive Order issued by the County Executive, and all subsequent Executive Order Amendments regarding COVID-19 issued by the County Executive, to the extent they are consistent with this Order.
8. This Order comes after the release of substantial guidance from the Centers for Disease Control and Prevention, the County Health Director, and other public health officials local as well as throughout the United States and around the world, including a variety of prior orders to combat the spread and harms of COVID-19. The County Executive, Health Director, and Emergency Management Coordinator will continue to assess the quickly evolving situation and may modify or extend this Order, or issue additional Orders, related to COVID-19.
9. Definitions and Exemptions.
 - a. For purposes of this Order, individuals may leave their residence only to perform any of the following "Essential Activities." However, people at high risk of severe

illness from COVID-19 and people who are sick are urged to stay in their residence to the extent possible except as necessary to seek medical care.

- b. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (including, but not limited to, pets), such as, by way of example only and without limitation, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies they need to work from home.
- c. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of example only and without limitation, canned food, dry goods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences.
- d. To engage in outdoor activity, provided the individuals comply with Social Distancing Requirements as defined in this Section, such as, by way of example and without limitation, walking, hiking, or running.
- e. To perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Order, including Minimum Basic Operations.
- f. To care for a family member or pet in another household.
- g. For purposes of this Order, individuals may leave their residence to work for or obtain services at any "Healthcare Operations" including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, home healthcare services providers, mental health providers, or any related and/or ancillary healthcare services. "Healthcare Operations" also includes veterinary care and all healthcare services provided to animals. This exemption shall be construed broadly to avoid any impacts to the delivery of healthcare, broadly defined. "Healthcare Operations" does not include fitness and exercise gyms and similar facilities.
- h. For purposes of this Order, individuals may leave their residence to provide any services or perform any work necessary to the operations and maintenance of "Essential Infrastructure," including, but not limited to, public works construction, construction of housing (in particular affordable housing or housing for individuals experiencing homelessness), airport operations, water, sewer, gas, electrical, oil refining, roads and highways, public transportation, solid waste

collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), provided that they carry out those services or that work in compliance with Social Distancing Requirements as defined this Section, to the extent possible.

- i. For purposes of this Order, all first responders, emergency management personnel, emergency dispatchers, court personnel, and law enforcement personnel, and others who need to perform essential services are categorically exempt from this Order. Further, nothing in this Order shall prohibit any individual from performing or accessing "Essential Governmental Functions," as determined by the governmental entity performing those functions. Each governmental entity shall identify and designate appropriate employees or contractors to continue providing and carrying out any Essential Governmental Functions. All Essential Governmental Functions shall be performed in compliance with Social Distancing Requirements as defined in this Section, to the extent possible.
- j. For the purposes of this Order, covered businesses include any for profit, non-profit, or educational entities, regardless of the nature of the service, the function they perform, or its corporate or entity structure.
- k. For the purposes of this Order, "Essential Businesses" means:
 - i. Healthcare Operations and Essential Infrastructure;
 - ii. Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning and personal care products). This includes stores that sell groceries and also sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operation of residences;
 - iii. Food cultivation, including farming, livestock, and fishing;
 - iv. Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;
 - v. Newspapers, television, radio, and other media services;
 - vi. Gas stations and auto-supply, auto-repair, and related facilities;

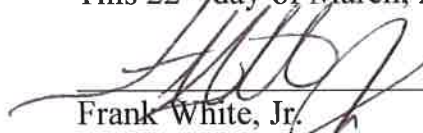
- vii. Banks and related financial institutions;
- viii. Hardware stores;
- ix. Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, Essential Activities, and Essential Businesses;
- x. Businesses providing mailing and shipping services, including post office boxes;
- xi. Educational institutions-including public and private K-12 schools, colleges, and universities-for purposes of facilitating remote learning or performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible;
- xii. Laundromats, dry cleaners, and laundry service providers;
- xiii. Restaurants and other facilities that prepare and serve food, but only for delivery, carry out, or drive-thru. Schools and other entities that typically provide free food services to students or members of the public may continue to do so under this Order on the condition that the food is provided to students or members of the public on a pick-up and take-away or delivery basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site;
- xiv. Businesses that supply products needed for people to work from home;
- xv. Businesses that supply other essential businesses with the support or supplies necessary to operate;
- xvi. Businesses that ship or deliver groceries, food, goods or services directly to residences;
- xvii. Airlines, taxis, and other private transportation providers providing transportation services necessary for Essential Activities and other purposes expressly authorized in this Order;
- xviii. Home-based care for seniors, adults, or children;

- xix. Residential facilities and shelters for seniors, adults, and children;
 - xx. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities;
 - xxi. Childcare facilities providing services that enable employees exempted in this Order to work as permitted. To the extent possible, childcare facilities must operate under the following mandatory conditions:
 - 1. Childcare must be carried out in stable groups of 10 or fewer ("stable" means that the same 10 or fewer children are in the same group each day).
 - 2. Children shall not change from one group to another in the same day.
 - 3. If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other.
 - 4. Childcare providers shall remain solely with one group of children in the same day.
- 1. For the purposes of this Order, "Minimum Basic Operations" include the following, provided that employees comply with Social Distancing Requirements as defined in this Section, to the extent possible, while carrying out such operations:
 - i. The minimum necessary activities to maintain the value of the business' inventory, ensure security, process payroll and employee benefits, or for related functions.
 - ii. The minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences.
 - m. For purposes of this Order, residences include hotels, motels, shared rental units and similar facilities.
 - n. For purposes of this Order, "Social Distancing Requirements " includes maintaining at least six- foot social distancing from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands.

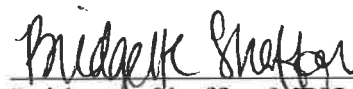
11. Pursuant to §192.320 R.S.Mo., the Health Director requests that the Sheriff and all chiefs of police in the County ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat to public health.
12. This Order shall become effective at 12:01 a.m. on March 24, 2020 and will continue to be in effect until 11:59 p.m. on April 24, 2020, or until it is extended, rescinded, superseded, or amended in writing by the County Executive, Emergency Management Coordinator, or Health Director.
13. Copies of this Order shall promptly be: (1) made available outside the Jackson County Courthouses at 415 E. 12th St., Kansas City, MO 64106 (Downtown Location) and 308 W. Kansas Ave., Independence, MO 64050 (Independence Location); (2) posted on the Jackson County Health Department website (www.jacohd.org); and (3) provided to any member of the public requesting a copy of this Order.
14. If any provision of this Order or the application thereof to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

Authenticated as Adopted

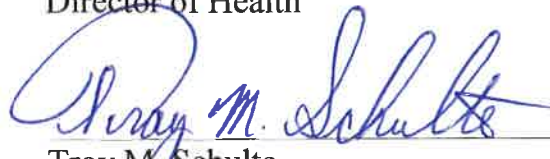
This 22nd day of March, 2020



Frank White, Jr.
County Executive



Bridgette Shaffer, MPH
Director of Health



Troy M. Schulte
County Administrator & Emergency
Management Coordinator



RECEIVED

MAR 18 2020

MARY JO SPINO
COUNTY CLERK

22
2:10pm

FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER # 20-06

**TO: MARY JO SPINO
COUNTY CLERK**

**CORRECTED 3/18/2020
(Page 2)**

**FROM: FRANK WHITE, JR.
COUNTY EXECUTIVE**

DATE: MARCH 17, 2020

RE: AMENDMENT TO COVID-19 STATE OF EMERGENCY

On March 12, 2020, in accordance with the power vested in me by the Constitutional Home Rule Charter of Jackson County, Missouri, and the laws of this state and county, I proclaimed a State of Emergency for Jackson County due to the public health threat caused by the spread of COVID-19. Due to subsequent developments, including updated guidance from the Centers for Disease Control (CDC), and on the recommendation of the Governor of the State of Missouri and the County's Director of Health, I amended this order on March 15, 2020.

Based upon further subsequent developments, including President Donald J. Trump's recommended cessation of school operations near areas of community transmission; numerous confirmed cases of the COVID-19 illness, including one fatality case, within communities surrounding Jackson County, Missouri; and based upon Jackson County's desire to mitigate the spread of COVID-19 and reduce its residents' potential exposure to the illness, I am hereby amending my prior order as follows:

That a State of Emergency exists in the County of Jackson, State of Missouri, beginning at 12:01 a.m. on Tuesday, March 17, 2020, and lasting until at least 11:59 p.m. on Friday, May 15, 2020, due to the public health threat caused by the spread of COVID-19. The following provisions are made in consultation with those enacted by the City of Kansas City, Missouri, and the Core 4 jurisdictions in Kansas and Missouri.



Section 1. For purposes of this Order, all previous references to Section 1 in prior Orders regarding "Large Group Events" are hereby repealed and replaced with the following regarding "Group Events:" For purposes of this Order, the term "Group Event" means any gathering of 10 or more people at any restaurant, tavern, professional, social, cultural, entertainment, or other special event where people are not separated by physical space of at least six feet.

Section 2. For purposes of this Order, "School Operations" means any institution of elementary or secondary education, including but not limited to public, chartered, private, or parochial institutions.

Section 3. For purposes of this Order, "School Operations" does not include a requirement that school buildings be closed if needed to house individuals, distribute food, provide medical care or any other services deemed necessary to protect the life and property of the residents of Jackson County, Missouri.

Section 4. That due to unique characteristics and risks associated with transmission dynamics, the likely spread of the disease based on factors of social distancing, the clinical severity of COVID-19, the lack of vaccine or antivirals as treatment options, the crowd density, the inability to ensure social distancing, and to prevent close contact among Group Event attendees, all Group Events and School Operations are prohibited from taking place in Jackson County, Missouri, during the duration stated within this Order, unless Group Event organizers or School Operations leadership can demonstrate to the satisfaction of the Jackson County Director of Health that sufficient mitigation plans for infectious diseases are in place.

Section 5. That the County Administrator is directed, in concert with or acting through the County Director of Health, to immediately make and adopt rules and regulations for the evaluation of approval of sufficient mitigation plans for infectious disease Group Events and School Operations.



Frank White, Jr., County Executive

Dated: 3/17/2020