



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5262)

Meeting: 04/29/21 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5262

Meeting Attachments

ATTACHMENTS:

- 042921 EMERGENCY PURCHASE - MAINTENANCE (PDF)
- 042921 HR - PANDEMIC POLICY UPDATE (PDF)
- 042921 CLEO AGREEMENT - PARTIALLY EXECUTED (PDF)



Johnson Controls Fire Protection LP
 2757 S. Austin Ave.
 Springfield, MO 65807
 M: (314) 574-2620
 robert.white@jci.com
www.johnsoncontrols.com

SALE AND INSTALLATION AGREEMENT

Customer # SR # JD Proposal #	01611359 49647770	Salesperson: Name Phone # Email	Robert A. White (314) 574-2620 robert.white@jci.com	Date:	4/8/2021
Invoice To:	Christian Co Sheriff's Department 110 W Elm St Ozark MO 65721		Site Location:	Christian Co Sheriff's Department 110 W Elm St Ozark MO 65721 Jolene Cunningham (417) 582-5355 jcunningham@christiancountysheriff.net	

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials herinafter described, subject to the terms and conditions of this Agreement.

Scope of Work

Replacing maglock (2011-DSM SGL LK-OUTSWING W/DOOR STATUS) for Sheriff's Entry Door.

* \$1,600.00 Labor (\$200 per hour for 8 hours)
 * \$ 282.00 Materials

** Initial troubleshooting hours are included in pricing

Prevailing Wage Required?	No
Certified Payroll Required?	No
Customer/Site Tax Exempt?	No

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Payment Terms: **Net 30 Days** **\$1,882.00** **One Thousand Eight Hundred Eighty Two Dollars and No Cents**

Time & Material NTE Fixed Price **Sales Tax May Be Applied to Invoicing if Applicable**

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Christian Co Sheriff's Department

Name: _____
 Title: _____
 PO # _____
 Signature _____

Johnson Controls Fire Protection LP

Robert A. White
 (314) 574-2620
 robert.white@jci.com
Robert A. White

TERMS AND CONDITIONS

1. Payment. Amounts are due upon receipt of the invoice and shall be paid by Company within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company

arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT

COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

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

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

releases and waives all right of recovery against Company NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT

TERMS AND CONDITIONS CONTINUED

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

15. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

16. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

17. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

18. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

19. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

20. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

21. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected,

such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.** Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

24. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

25. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

26. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and

equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

30. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond

TERMS AND CONDITIONS CONTINUED

the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

31. One-Year Claims Limitation; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

32. Assignment. Customer may not assign this Agreement without

Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression

of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as

set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

37. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



Christian County Pandemic Declaration

Business continuity planning for the County requires preparing for the full range of threats. One threat is the possibility of a pandemic event. A pandemic is defined as a global outbreak when a new virus is able to be transmitted between humans resulting in serious illness and death worldwide. A pandemic event could impact a large percentage of the population and could last for several weeks to a few months. Christian County recognizes the need to prepare for such an event to minimize its negative impact on both the County's employees and citizens.

Purpose

The following procedures have been established in an effort to protect employees' health and safety while limiting the impact on services provided to Christian County citizens.

General Provisions

This policy will be enacted when advised by the Christian County Health Department that a pandemic is imminent or as directed by the Christian County Commission. Each section of this policy may be implemented independently as directed.

Procedures

Workforce Deployment

Each Christian County department and office shall identify its own workforce deployment plan (within its own department) in the event of a declared pandemic event; however, in the event that it is necessary to deploy employees to work in other areas of the County, the following will apply:

1. For the duration of a pandemic event, Christian County will commit to working together to ensure critical services are provided to citizens. Critical services will be defined by the Commission based on criteria that includes timing, estimated duration, availability of vaccines, etc.
2. If a need is identified in a critical area of the County, qualified employees from any location or classification can be assigned to perform the necessary work during the pandemic event, regardless of seniority.
3. For the duration of the pandemic event, qualified management employees may also perform work to ensure critical services are provided to citizens.
4. Supervisors need to take into account exempt and non-exempt employee status when transferring employees.

Vaccinations

The Christian County Health Department with Emergency Management will provide and coordinate the available vaccines to Christian County employees. If a vaccine is available, the number of employees receiving the vaccine may be limited to the number of personnel required to maintain critical and essential services in the County.



Travel **Updated May 1, 2021

Essential work-related domestic travel by employees will be limited and must be approved by the Commission; nonessential work-related domestic travel will be eliminated for the duration of the pandemic event.

Based on the health risk to their families and co-workers, employees will be encouraged to limit personal travel.

Employees who have recently traveled to infested areas must advise Human Resources and must stay home for the designated incubation period. In addition, these employees must keep Human Resources updated of health status.

Upon the outbreak of a pandemic event, infected areas will be determined and a timeframe for employees to stay home after traveling to those areas will be defined.

Pandemic Leave

Once it becomes apparent that a pandemic is likely to affect the region, Christian County Department Heads and Office Holders will work with the Human Resources Department to document employees on leave.

Employees who cannot report to work due to illness must call their supervisor to report their absence prior to the start of their shift (normal office policies apply). Employees who are ill will be sent home. If an employee calls out or is sent home due to illness, the supervisor must immediately report this to the Human Resources Department.

It is important for any employee who is absent from work due to his/her own illness or an illness of his/her spouse, child, or parent during a declared pandemic event to contact Human Resources to ensure proper payment of benefits.

In order to protect the healthy workforce, supervisors are encouraged to send home all employees that show symptoms.

Health Care Provider's Statement

During a declared pandemic, employees will not be expected to submit a health care provider's statement verifying illness or expected return to work dates as outlined in the policy manual. This will allow community health care facilities to utilize resources for the most critically effected population. (Not including FMLA leave)

Social Distancing

Cancel non-essential in-person gatherings/meetings for the duration of the pandemic event. Essential meetings will be limited and will be attended by the fewest possible employees or held in a larger space than generally necessary for the size of the group. Precaution must be taken to avoid transmission of the virus by limiting frequency and types of face-to-face contact among employees and between employees and citizens. There are communication tools that need to be utilized to promote social distancing and decrease face-to-face contact with employees and citizens: including Voice Mail, Teleconferencing, and Email.



Telework

If a pandemic event is declared, Christian County Department Heads and Office Holders will decide which employees can be assigned to telework in order to reduce additional exposure and to ensure continued service to its citizens. Supervisors, or their designees, will be responsible for issuing all telework assignments. General responsibilities of supervisors and their teleworking employees are outlined below: Supervisor or designee will ensure that prior to any pandemic declaration any employee who may be assigned telework has the proper signed policies, equipment, accesses, and connections in place for employees to telework.

1. Supervisor or designee must set parameters for regular communications with his/her employees via email, conference calls, video-conference, online meetings, etc.
2. In order to telework, employees must have already completed any necessary training required in order to perform their duties from their residences.
3. Employees' work hours will generally be on the honor system based on a set work schedule; however, hours can be tracked while the employee is logged into the computer system as well.
4. Employees will be required to comply with all Christian County policies even though they are performing work from their residences.
5. Employees will be covered by all federal, state, and local laws while working from their residences and on their approved work schedule. Christian County is not responsible for any injuries to family members, visitors, and others in the employee's residence while working.
6. Any overtime must be pre-approved by the employee's supervisor. Christian County overtime policy applies as usual. Overtime as outlined in Christian County policies will apply to all non-exempt/hourly employees who telework.

Personal Protective Practices

Employees should wash their hands with soap and water or use a hand sanitizer to cleanse their hands. Any tools or equipment such as hand tools, gas detectors, or other items that may have been in contact with the public should also be disinfected. It is recommended that employees follow these same procedures when working in the more controlled environments within Christian County facilities.

Employees who utilize shared equipment or workstations must use a disinfectant to wipe down the equipment and surfaces before and after each shift. Examples include: telephones, keyboards, pens/pencils, desk tops, hand-held work equipment, or a vehicle's steering wheel.



**** Updated Travel--Effective May 1, 2021**

While Christian County is under the Pandemic Declaration, employees who plan personal travel during their time off are encouraged to proceed with caution as even moderate risk areas outside our County could present a higher risk of exposure. Please follow CDC guidelines/best practices during any travel:

<https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-in-the-us.html>

For High-Risk Travel (air travel, cruises, or hot spots as updated by the Centers for Disease Control and Prevention): Employees who choose to travel to high-risk destinations will be required mask upon return to work and will be asked to self-monitor for any symptoms of the illness.

Employees who do not report travel to high-risk areas and return to work are in violation of this policy and will be subject to disciplinary action up to and including termination.

COUNCIL OF LOCAL ELECTED OFFICIALS CONSORTIUM AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2021, by and between the COUNTIES of: **Christian, Dallas, Greene, Polk, Stone, Taney, and Webster** in the State of Missouri (hereinafter, the Counties).

WITNESSETH

WHEREAS, the Council Local Elected Officials of the aforementioned counties and/or cities did previously adopt resolutions authorizing the creation of a consortium, in order to administer the provisions of Public Law 105-220, the Workforce Investment Act (hereinafter “the Act”), and

WHEREAS, the Act was revised and reauthorized in July 2014 as Public Law 113-128, the Workforce Innovation and Opportunity Act (hereinafter “WIOA”), and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, each party acknowledges they do hereby agree to the following:

AGREEMENT

SECTION 1: That the Counties (include Cities, if applicable) of: **Christian, Dallas, Greene, Polk, Stone, Taney, and Webster** do hereby constitute a consortium for the purposes of Section 107 (c)(1)(B) of Public Law 113-128, WIOA.

SECTION 2: The Council Local Elected Officials (Presiding Commissioners) of the local government entities in Section 1 shall constitute the Ozark Workforce Development Region Consortium of Council of Local Elected Officials (hereinafter, the Consortium).

SECTION 3: The Consortium shall adopt operational and procedural bylaws consistent with this Agreement, applicable federal and state laws, and rules or regulations promulgated pursuant thereto. Bylaws or amendments thereto may be adopted by the affirmative vote of a simple majority of the members of the Consortium.

SECTION 4: All actions of the Consortium shall adhere to the Bylaws adopted pursuant to Section 3 above.

SECTION 5: In accordance with the Bylaws, the Chair of the CLEO shall be the Presiding Commissioner of Greene County. A Vice-Chair shall be elected by the CLEO with a term consistent with the Bylaws.

SECTION 6: In accordance with WIOA, the CLEO shall appoint the members of the Ozark Region Workforce Development Board in compliance with OWD Issuance 11-2020 Change 1 “Local Workforce Development Board Membership and Orientation Requirements and Recertification Procedures.”

Section 7: The CLEO shall attend an annual meeting with Ozark Region Workforce Development Board.

SECTION 8: In accordance with WIOA, the Local Board with the agreement of the Consortium shall select the One-Stop (Job Center) operator.

SECTION 9: The Consortium, in partnership with the Local Workforce Development Board, shall approve all local plans in accordance with Section 107 of Public Law 113-128, WIOA.

SECTION 10: The Consortium shall perform all functions of Council Local Elected Officials specified in Public Law 113-128, WIOA.

SECTION 11: The Council Local Elected Officials and the Workforce Development Board, in agreement with the Governor, has designated the City of Springfield Department of Finance as the Fiscal Agent and the Department of Workforce Development as the administrator and operator of Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, Youth, and Career Services.

SECTION 12: In the event of misuse of grant funds that cannot be recovered, in whole or in part, from the sub-recipient or fiscal agent responsible for the misuse, the Council Elected Officials shall come together to determine how the funds shall be reimbursed utilizing the following:

- 11.1: Determination of Disallowed Costs. With respect to any cost associated with the Opportunity Act that has been determined by the State of Missouri Department of Higher Education and Workforce Development, Office of Workforce Development (OWD), City, State, or Federal auditors as not being allowed, the sub-recipient shall make a reasonable effort to re-coop/cover costs or exercise the right to object or appeal such determination. In the event the sub-recipient is unable to cover or re-coop the costs, the matter will be brought before the Consortium for resolution.
- 11.2: Formula for Assessment. In the event of a disallowed cost not covered by the sub-recipient, the Consortium shall agree to compensate the State based on each County's pro rata share of the benefits to the respective county as evidenced by the sub-recipient. In the event it is not possible to allocate the costs based on the benefit to the respective Counties, the cost shall be allocated based upon the percentage of each County's population of the total population of the Region. In the event the Consortium cannot agree upon a basis for the pro rata share of the benefits, then the disallowed costs shall be assessed between the parties who benefit based upon the population of the parties as set forth above.
- 11.3: Arbitration. In the event any Consortium member objects to the assessment of benefits as set forth above, they may request a third-party arbitrator determine the allocation of costs, which Determination shall be binding upon the entire Consortium to this agreement. The arbitrator shall be appointed by the Director of the City of Springfield Workforce Development Department, except in the event a party to the arbitration objects to such appointment, then the person objecting shall submit to the Director the names of three persons who are qualified to arbitrate the dispute. The Director shall pick one of the names submitted. The costs of arbitration shall be paid by the Consortium member requesting arbitration, except the arbitrator shall have the right to allocate the costs of the arbitration between the Consortium as the arbitrator so determines. The arbitration shall be conducted in accordance with applicable Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The applicable rules of the American Arbitration Association shall apply to any arbitration under this paragraph, however, notwithstanding the foregoing, the parties agree that the American Arbitration

Association need not be utilized for the arbitration. The Consortium further agrees that they will faithfully observe this agreement and the rules and that they will abide by and will perform any award rendered by the arbitrator(s) and that a judgment of the court having jurisdiction may be entered upon the award.

SECTION 13: This Agreement shall be effective when approved by each member of the Consortium through their signature. The agreement shall be reviewed annually and revised as necessary. If no revisions, this Agreement shall expire on June 30, 2023, at which time a new Agreement shall be required.

SECTION 14: Any amendments to this Agreement may be adopted with the concurrence of each and every member of the Consortium. The Consortium may be dissolved and this Agreement may be rescinded only with the consent of the Governor.

SECTION 15: The original Agreement, with complete signatures, as well as any amendments thereto, shall be kept on file in the main office of the CLEO.

SECTION 16: Each of the undersigned Presiding Commissioners certify that prior to signing this agreement, each has received written authorization from his County Commission to sign this agreement on its behalf.

IN WITNESS WHEREOF, the party representing the government entity listed in Section 1, through his/her signatures below, have read and understand this Agreement and hereto have caused this Agreement to be executed:

 4/29/2021
(Name) (Date)

Presiding Commissioner Christian
(Position Title) (County)

(Name) (Date)

Presiding Commissioner Dallas
(Position Title) (County)

(Name) (Date)

Presiding Commissioner Greene
(Position Title) (County)

(Name) (Date)

Presiding Commissioner Polk
(Position Title) (County)

(Name)

Presiding Commissioner
(Position Title)

(Name)

Presiding Commissioner
(Position Title)

(Name)

Presiding Commissioner
(Position Title)

(Date)

Stone
(County)

(Date)

Taney
(County)

(Date)

Webster
(County)