

FILED

FEB 02 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0123

ORDINANCE NO.: 24-0121

INTRODUCED BY: COUNCIL MEMBER (s) Groetke

1 **AN ORDINANCE APPROVING A PURCHASE OF MOBILE DATA**
2 **TERMINALS FROM TURN-KEY MOBILE, INC., FOR THE DEPARTMENT OF**
3 **COUNTY SERVICES AND AUTHORIZING THE COUNTY EXECUTIVE TO**
4 **EXECUTE DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE.**

5 **WHEREAS**, the Jasper County, Missouri, Sheriff's Office entered into a Contract
6 with Turn-Key Mobile, Inc. ("Turn-Key"); and

7 **WHEREAS**, the Contract is styled "Contract for Law enforcement Vehicle
8 Equipment" ("Contract") and provides for the sale of certain computer hardware, including
9 mobile data terminals, and software to the Jasper County Sheriff pursuant to certain pricing
10 and other terms and conditions; and

11 **WHEREAS**, Section 31 of the Contract expressly provides that "Buyer [Jasper
12 County] and Seller [Turn-Key] each agree to allow other governmental entities the option
13 to purchase directly from this contract[;]" and

14 **WHEREAS**, Section 31 of the Contract references Section 34.046, RSMo., as
15 providing the authority for such allowance; and

16 **WHEREAS**, Section 130.020.K.2 of the Jefferson County Code of Ordinances
17 provides, in part, that "[c]ooperative procurement agreements, which have met the sealed
18 bid requirements as outlined herein, in which Jefferson County is eligible to participate
19 shall be considered to have met all bid documentation requirements[;]" and

1 **WHEREAS**, the Contract between the Jasper County Sheriff and Turn-Key was
2 entered into pursuant to a request for proposal, sealed bid process of the type required by
3 Jefferson County Ordinances; and

4 **WHEREAS**, the Department of County Services, desires to purchase certain
5 hardware and software, specifically mobile data terminals, from Turn-Key pursuant to the
6 terms of the Contract,

7 **WHEREAS**, although the County and Turn-Key agree that the purchase will be
8 generally undertaken pursuant to the terms of the Contract the parties set forth certain
9 changes to the Contract that will apply only to the terms of the Contract as they relate to
10 purchases between the County and Turn-Key and which will have no effect upon Turn-
11 Key's contracts and dealings with Jasper County's Sheriff or other buyers; and

12 **WHEREAS**, County and Turn-Key propose to enter into a separate agreement to
13 be styled an "Addendum" to the Contract, which shall substantially adopt the terms and
14 conditions of the Contract and which shall fully adopt the pricing terms of the Contract but
15 which will set forth different terms in certain instances; and

16 **WHEREAS**, the Jefferson County, Missouri, Council finds that it is now necessary
17 and in the best interest of the County to execute the Addendum for the County to utilize
18 the Jasper County Law Enforcement Vehicle Equipment Contract for the term of the
19 contract, specifically from the date of approval to 3-15-26, for the total amount not to
20 exceed Sixty-Seven Thousand, Six Hundred and Eighty Dollars (**\$67,680.00**), subject to
21 budgetary limitations.

22 **WHEREAS**, the Addendum as above described is attached hereto as Exhibit 1; and

1 WHEREAS, additionally, the Contract between Turn-Key and Jasper County
2 Sheriff's Office, together with its Exhibits, is attached hereto as Exhibit 2.

3 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
4 **AS FOLLOWS:**

5 Section 1. The Addendum, as above described, and the purchase of mobile data
6 terminals, pursuant to said Addendum, for the total amount not to exceed Sixty-Seven
7 Thousand, Six Hundred and Eighty Dollars (**\$67,680.00**) are approved, subject to
8 budgetary limitations.

9 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
10 County Executive to execute the Addendum, attached hereto as Exhibit 1, on behalf of the
11 County. The County Executive is further authorized to take any and all actions necessary
12 to carry out the intent of this Ordinance.

13 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
14 thereto, and any contracts or agreements shall be maintained by the Department of the
15 County Clerk consistent with the rules and procedures for the maintenance and retention
16 of records as promulgated by the Secretary of State.

17 Section 4. This Ordinance shall be in full force and effect from and after its
18 date of approval.

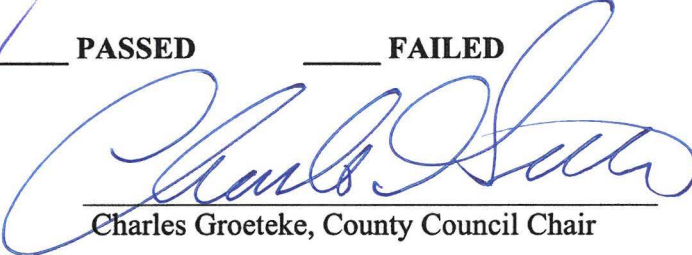
19 Section 5. If any part of this Ordinance is invalid for any reason, such invalidity
20 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, <u>Mrs. Lori Arons</u>	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 29 DAY OF January, 2024:

PASSED **FAILED**


Charles Groeteke, County Council Chair


Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 2 DAY OF February, 2024.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.

Dennis Gannon
Dennis Gannon, County Executive

ATTEST:

Jeannie Goff
Jeannie Goff, County Clerk

Shelley Blankenship

Reading Date: 1/29/2024



Turn-Key
Mobile, Inc.

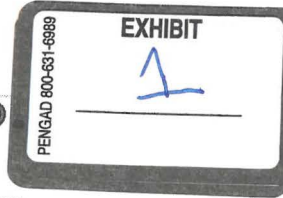
TURN-KEY MOBILE, INC.

4510 Country Club Drive
Jefferson City, Missouri 65109



ORDINANCE NO

24-0121



Estimate

Estimate#	: EST-11870	Sales person/ISS	: DUAL - FW/MW
Estimate Date	: 01/16/2024	Created By (ISS)	: Terry Cage
Expiry Date	: 02/23/2024		

Bill To
Jefferson Co MO Sheriff's Office
 300 Main Street
 IT Department, Room 101
 Hillsboro Missouri 63050

#	Item & Description	Qty	Rate	Amount
1	FZ-55FZ-JCAM Panasonic Windows 11 Pro, Intel Core i5-1145G7 (up to 4.4GHz), 14.0" FHD 1000 nit Gloved Multi Touch,16GB, 512GB SSD OPAL, 4G LTE (Band 14), Wi-Fi 6, Bluetooth, Dual Pass (Ch1:WWAN-GPS/Ch2:WWAN), Infrared Hello Webcam, USB-C, TPM 2.0, Standard Battery, Backlit Emissive Keyboard, CF-SVCFESGEN10 - Mobility Engineering Field Service, CF-SVCPDEP3Y - TOUGHBOOK and TOUGHPAD Premier Deployment (Years 1, 2, 3),CF-SVC512SSD3Y - 512GB SSD - TOUGHBOOK No Return of Defective Drive (Years 1, 2 & 3), CF-SVCLTNF3YR - Protection Plus Warranty - Laptop (Years 1, 2 & 3)	20.00	3,017.00	60,340.00
2	FZ-BAZ2016 Panasonic 16GB Memory (RAM) for FZ-55 Mk2 * Customer installed	20.00	367.00	7,340.00
3	Contract-Jasper County Jasper County Sheriff's Office Contract # JC SO 2021-001 (Computers and Network Technology)	1.00	0.00	0.00

Sub Total 67,680.00
 Total \$67,680.00

Looking forward to doing business with you.
 Shipping Charges are not included unless otherwise stated.

Terms & Conditions
 All PO placed orders have net 30 day terms, no discounts. All payments are due in net 30 terms unless otherwise stated in contract. If order contains services with equipment, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved.

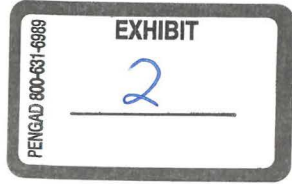
Dennis Gannon
 Authorized Acceptance Signature

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.



ORDINANCE NO.

24-0121



ADDENDUM TO "CONTRACT FOR LAW ENFORCEMENT VEHICLE EQUIPMENT
PRIME VENDOR"

This Addendum as above titled is hereby made by and between Jefferson County, Missouri (County) and Turn-Key Mobile, Inc., (Turn-Key), effective as of the last date written below.

WHEREAS, the Jasper County, Missouri, Sheriff's Office entered into a Contract with Turn-Key; and

WHEREAS, the Contract is styled "Contract for Law enforcement Vehicle Equipment" ("Contract") and provides for the sale of certain computer hardware, including mobile data terminals, and software to the Jasper County Sheriff pursuant to certain pricing and other terms and conditions; and

WHEREAS, Section 31 of the Contract expressly provides that "Buyer [Jasper County] and Seller [Turn-Key] each agree to allow other governmental entities the option to purchase directly from this contract[;]" and

WHEREAS, Section 31 of the Contract references Section 34.046, RSMo., as providing the authority for such allowance; and

WHEREAS, Section 130.020.K.2 of the Jefferson County Code of Ordinances provides, in part, that "[c]ooperative procurement agreements, which have met the sealed bid requirements as outlined herein, in which Jefferson County is eligible to participate shall be considered to have met all bid documentation requirements[;]" and

WHEREAS, the Contract between the Jasper County Sheriff and Seller was entered into pursuant to a request for proposal, sealed bid process of the type required by Jefferson County Ordinances; and

WHEREAS, the Jefferson County Sheriff's Department, a Department of the County desires to purchase certain hardware and software, specifically mobile data terminals, from Turn-Key pursuant to the terms of the Contract,

WHEREAS, although the County and Turn-Key agree that the purchase will be generally undertaken pursuant to the terms of the Contract the parties set forth certain changes to the Contract that will apply only to the terms of the Contract as they relate to purchases between the County and Turn-Key and which will have no effect upon Turn-Key's contracts and dealings with Jasper County's Sheriff or other buyers; and

WHEREAS, County and Turn-Key propose to enter into a separate agreement to be styled an "Addendum" to the Contract, which shall substantially adopt the terms and conditions of the Contract and which shall fully adopt the pricing terms of the Contract but which will set forth different terms in certain instances; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements, and for other good and valuable consideration as recited herein, the receipt and

sufficiency of which is hereby acknowledged by the parties, it is hereby stipulated and agreed as follows:

1. The County and Turn-Key hereby agree and acknowledge that the recitals set forth above are accurate and are hereby incorporated into this Addendum by this reference, the same as if fully set forth in this section.
2. The County and Turn-Key agree that any purchases of hardware or software by the County from Turn-Key will be conducted in accordance with the terms and pricing of the Contract, which is incorporated herein via reference as if fully set forth, with the following exceptions:
 - a. Under Section 9, Subsection B, entitled "Payment Dates" payment shall be due forty-five (45) days following the date of Seller's [Turn-Key's] invoice.
 - b. All provisions set forth in Section 15 of the Contract, titled "Indemnification[.]" both subsections A and B, shall apply only to the extent allowed by Missouri law.
 - c. Under Section 29 "Governing Law" all provisions shall be as written except that County of "Jefferson" shall be substituted in lieu of "Cole."

IN WITNESS WHEREOF the Parties have executed this Agreement as of the last date written below.

JEFFERSON COUNTY, MISSOURI

By: Dennis J. Gannon

WITNESS:

Name: Dennis J. Gannon

Witness name: _____

Title: County Executive

Date: 2.2.24



Approved as to Form:

[Signature]
County Counselor
Jefferson County, Missouri

TURN-KEY MOBILE, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

Witness name: _____



ORDINANCE NO.

24-0121



Turn-Key
Mobile, Inc.



CONTRACT FOR LAW ENFORCEMENT VEHICLE EQUIPMENT PRIME VENDOR

THIS Contract for Jasper County Law Enforcement Vehicle Equipment Agreement, (Agreement) is entered into by and between the Jasper County Sheriff Office (Buyer) and Turn-Key Mobile, Inc., (Seller), effective upon execution by the Jasper County Sheriff Office.

WHEREAS, Seller has bid to provide Law Enforcement Vehicle Equipment in response to Request for Bid/Proposal No. 2021-003 ("RFP"), which RFP includes the required scope of work and all specifications and which RFP and the Seller's bid or proposal response, as applicable, are incorporated by reference in this Agreement, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, BUYER and Seller agree as follows:

- A. Buyer issued an RFP to which the Seller responded, including in its entirety the catalog listings for requirements in the RFP as requested.
- B. Seller delivered their answer to the RFP on February 11, 2021 under sealed bid as required by the RFP.
- C. Buyer has selected Seller's Response to RFP and now desires to contract with Seller to provide Buyer with the Law Enforcement Vehicle Equipment for the Jasper County Sheriff's Office as set forth in Seller's Contract.
- D. Buyer and Seller desire to enter into this Contract to set forth in writing their respective rights, duties, and obligations hereunder.
- E. **Term.** This Agreement is for five years, subject to appropriations, performance commencing upon the 15th day of March, 2021.

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

SECTION 1. DEFINITIONS:

As used herein, the terms set forth below shall have meanings set forth below.

- A. "Acceptance" shall mean acceptance of the System as set forth in Section 13 hereof.
- B. "Acceptance Date" shall mean the date the System is accepted or deemed accepted as set forth in Section 13 hereof.
- C. "Acceptance Tests" shall mean the testing procedures either described in Seller's Proposal or mutually agreed upon by Buyer and Seller to be performed to determine whether the System has met the acceptance criteria either set forth in Seller's Proposal or as mutually agreed upon in writing by Buyer and Seller.
- D. "Certificate of Insurance" shall mean the certificate to be provided by Seller evidencing the insurance coverage of Seller and the form of which certificate is set forth in Exhibit B attached hereto.
- E. "Documentation Deliverables" shall mean the standard commercial quality manuals to be furnished by the Seller to the Buyer pursuant to the terms set forth in Seller's Proposal and this Contract.
- F. "Effective Date of the Contract" shall be the date designated by the parties or, if no date is designated, shall be the date on which the Contract is signed by the last of the parties to sign the Contract. The "Effective Date" shall be the date inserted on the first page of the Contract.
- G. "Hardware" shall mean the equipment, parts, and materials to be provided by Seller for the System as listed in Seller's Proposal.
- H. "Installation Schedule" shall mean the schedule either set forth in Seller's Proposal or otherwise mutually agreed upon by Seller and Buyer in writing for the delivery of the Hardware and Software and the performance of the Services described in the Statement of Work.
- I. "Seller" shall mean Turn-Key Mobile, Inc. with offices at 210 Prodo Drive, Jefferson City, Missouri 65109.
- J. "Seller's Proposal" shall mean the proposal provided by Seller to Buyer as described in the recitals of this Contract.
- K. "Services" shall mean the services to be provided by Seller to Buyer as set forth in Seller's Proposal.
- L. "Software" shall mean the proprietary computer software of Seller as owned exclusively by Seller or Seller's suppliers, as appropriate, and as further defined in and licensed to Buyer pursuant to the terms of the Software License Agreement.
- M. "System" shall mean the Mobile Data system comprised of the Hardware and Software and Installation to be furnished by Seller to Buyer pursuant to the terms set forth in Seller's Proposal and this Contract.

- N. "Total Contract Price" shall mean the price of the Hardware and Software and the Services to be furnished by Seller to Buyer pursuant to the terms set forth in Seller's Proposal and this Contract.

SECTION 2. SCOPE OF WORK:

Seller shall furnish, deliver, and install the Hardware and Software and Software for the System and provide the Documentation Deliverables and Services in accordance with the terms of Seller's Proposal and this Contract.

SECTION 3. BUYER'S OBLIGATIONS:

- A. The Buyer's obligations set forth in Seller's Proposal and this Contract shall be performed by Buyer in a timely and proper fashion in accordance with the Installation Schedule, or as otherwise agreed upon by Buyer and Seller, to allow Seller to timely perform its obligations under this Contract.
- B. In addition to the obligations specifically identified in Seller's Proposal, Buyer shall also have the following additional obligations.
- (1) Buyer shall designate a project manager to act as Buyer's primary contact with the Seller.
 - (2) Buyer shall provide access as needed, to all sites owned, leased, or otherwise controlled by Buyer.

SECTION 4. FACILITIES SITES:

Any sites where Seller is to operate and perform System installation under the terms of this Contract must be approved by Buyer, whose approval shall not be unreasonably withheld, delayed, or conditioned. Buyer shall be responsible, at Buyer's expense, for obtaining all rights to use sites including, but not limited to, all permits and licenses necessary to perform work on the site. Buyer shall be responsible for paying all utility charges to the appropriate utility for providing utility services to the System installation areas.

SECTION 5. DELIVERY, TITLE AND RISK OF LOSS:

- A. Seller shall ship the Hardware and Software to Buyer at Seller's expense on or before the dates set forth in the Installation Schedule. Partial deliveries shall be permitted. Upon delivery to the carrier, title to each portion of the Hardware and Software and all risk of loss or damage shall pass to Buyer; provided, however, that Seller shall remain responsible until Acceptance of the System for loss or damage resulting from the willful misconduct or negligent acts or omissions of Seller, its employees, agents, and subcontractors. Buyer shall keep the Hardware and Software fully insured for the total amount of all monies then due, or yet to become due, to Seller with respect to this Contract.
- B. If Buyer fails to take delivery of any of the Hardware and Software, Seller may place such Hardware and Software in storage at the place of manufacture or elsewhere. In such event: (1) Seller shall notify Buyer of the placement of any Hardware and Software in storage; (2) Seller's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to

Buyer; (3) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoices therefore; and (4) promptly upon submission of Seller's invoices therefore Buyer shall reimburse Seller for all expenses incurred by Seller such as preparation for and placement into storage, handling, storage, demurrage, inspection, preservation and insurance.

SECTION 6. PRICE:

The Total Contract Price to be paid by Buyer to Seller is as stated in the Response to RFP, a Manufacturers Stated Retail Price (MSRP). Said MSRP pricing shall be discounted per the pricing sheet attached and referred to in this document as Exhibit A and includes MSRP Discounts for each Manufacturer listed. The individual prices for the units of Hardware and Software, Installation, and Services to be performed are as set forth in Seller's Contract Proposal.

SECTION 7 TAXES:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or any Products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall otherwise furnish Seller with tax exemption certificates acceptable to all applicable taxing authorities.

SECTION 8. CHANGES AND ADDITIONS:

- A. In the event of any change in the Hardware and Software as a result of the imposition after the Effective Date of this Contract of any requirements by any federal, state, or local government, an equitable adjustment in the price shall be made to reflect any added cost and expense of such change and the Contract shall be modified in writing accordingly.
- B. Notwithstanding any other provision hereof to the contrary, if the performance by Seller of all or any part of this Contract, through and including completion of System testing and Acceptance, is delayed or interrupted, for any reason other than the fault of Seller, for a consecutive period exceeding seven (7) days in any instance or a cumulative period exceeding thirty (30) days for all instances then, upon written notice from Seller to Buyer, an equitable adjustment in the price shall be made to reflect any increase in the cost of performance of this Contract and the Contract shall be modified in writing accordingly.

SECTION 9. PAYMENTS:

- A. The Total Contract Price for the Hardware and Software, Installation and the Services shall be paid by the Buyer to Seller as follows:
 - 1. **Hardware**

One Hundred percent (100%) of the total price of all Hardware shall be due within 30 Days after receipt of Hardware at buyers designated location. Seller has the right for partial

shipments/deliveries and billings. This will be avoided as much as necessary by seller by requesting "Ship Completes" from Distributors of Hardware.

2. Final Payment

The final payment of the remaining Contract Value for all Hardware and Software, Installation, and Services shall be due upon final Acceptance of the System.

B. Payment Dates

The Payment(s) associated with the event(s) above shall be due thirty (30) days following the date of Seller's invoice.

C. Other Amounts

Any other amounts due Seller hereunder shall be due upon Buyer's receipt of Seller's invoice.

D. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

SECTION 10. SUBCONTRACTING:

Seller may subcontract any portion of work to be performed by Seller hereunder provided Seller shall be responsible for the performance and work of any such subcontractors.

SECTION 11. EXCUSABLE DELAYS:

- A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to: (1) causes beyond Seller's reasonable control, (2) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, (3) Seller's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances, or (4) the failure of the Buyer to perform its obligations hereunder in a timely manner (5) Delays resulting from actions from the Buyer or their Agency. The foregoing shall apply even though any of such causes exists at the time of signature of the Contract by Seller or occurs after delays in Seller's performance of its obligations due to other reasons.

- B. In the event of any delay or failure excused by this Section, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and performance dates. In the event of such delay, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Seller by reason of the delay. If delay is due to actions of the Buyer, all storage and moving cost of already acquired or purchased equipment shall be the responsibility of the Buyer.

SECTION 12. SELLER'S INSURANCE

- A. Seller shall maintain in force at all times during Seller's performance under the Contract not less than the following insurance coverage with insurers authorized to do business in the state(s) in which work hereunder is to be performed by Seller:
- (1) workers' compensation insurance as required by law;
 - (2) general liability insurance with limits of liability of not less than \$1,000,000 combined single limits for bodily injury and property damage per occurrence; and
 - (3) motor vehicle liability insurance with limits of liability of not less than \$500,000 combined single limits for bodily and property damage per occurrence.
- B. Within ten (10) business days of execution of this Contract, Seller shall provide Buyer with a Certificate of Insurance in the form set forth in Exhibit B evidencing the insurance coverage.

SECTION 13. TESTING AND ACCEPTANCE:

- A. Seller shall notify Buyer that the System is ready for Acceptance Tests at least five (5) days before commencement of the Acceptance Tests. Buyer and Seller shall jointly commence the Acceptance Tests on the date specified in Seller's notice (or other mutually agreeable date) and a representative of Seller and a representative of Buyer shall sign off on the form provided as part of the test procedure whether each item of the test was passed or failed. If Buyer does not have a representative attend the Acceptance Tests, Seller shall proceed with those tests and immediately forward the test results to Buyer. If the System does not fulfill the requirements of the Acceptance Tests, Seller shall correct the defects at no additional cost to Buyer as soon as practicable. Upon correction of the defects the Acceptance Tests for the applicable part of the System shall be repeated in accordance with the procedures set forth in this Section. Successful completion of the Acceptance Test is the sole criterion for technical system acceptance and the initiation of the warranty period. Final system acceptance shall occur when the Hardware and Software for the System, Documentation Deliverables and Services have been furnished, delivered, installed, and tested.
- B. Notwithstanding the acceptance testing of the System set forth in Section 13.A above, if Buyer commences use of any portion of the System for its intended purpose, other than for the express purpose of training or testing as mutually agreed upon by Seller and Buyer in writing, prior to System Acceptance, the applicable portion of the System shall be deemed accepted by Buyer. The final payment for the applicable portion of the System shall be due and payable upon such

acceptance. The Warranty Period for the applicable portion of the System put into use together with the associated installation Services shall be deemed to have commenced concurrently with the use of the applicable portion of the System for its intended purpose. The use of the applicable portion of the System for its intended purpose shall be deemed to have occurred when Buyer commences to use and rely primarily on the applicable portion of the System for its communications.

- C. As used in the Contract, the term "Acceptance Date" shall mean and "Acceptance" of the System shall be deemed to occur upon the earlier of: (1) the date on which the System is deemed accepted pursuant to subsection (A) above, or (2) the date on which the System is deemed accepted pursuant to subsection (B) above.

SECTION 14. WARRANTIES:

A. Hardware and Services

Seller warrants for a period of twelve (12) months from the Acceptance Date (hereinafter referred to as the "Warranty Period"), that the installation Services furnished by Seller under this Contract shall be free from defects in material and workmanship and shall conform to the Contract specifications. All claims for breach of this warranty are conclusively deemed waived unless made within the Warranty Period. Hardware shall carry the manufacturers 3 year limited warranty for parts and labor. Panasonic's "Protection Plus" warranty for parts and labor may be purchased at an additional cost. All computer hardware issues shall be directed to Panasonic, at 1-800-Laptop5 and work shall be done at Panasonic's National Repair Center, Leawood, Kansas.

- B. During the Warranty Period if any component of the Hardware and Software or portion of the installation Services fails to meet the foregoing warranties, Seller's sole obligation and Buyer's exclusive remedy under this warranty shall be the correction by Seller of the failure at Seller's option:

Seller shall research the issue and if required will correct the faulty installation. Any such failure, or the repair or replacement of the defective component or the redoing of any installation, shall not extend the Warranty Period. All warranty labor must be performed by an authorized service group approved by Seller either at its place of business, for mobile or portable equipment, or at the Buyer's location for fixed location equipment should Seller determine that it is not feasible to return the fixed location equipment to Seller's authorized service group.

- C. Seller's obligations shall not apply to: (1) Hardware and Software or components thereof which are normally consumed in operation, or (2) Hardware and Software or components thereof which have a normal life inherently shorter than the Warranty Period, or (3) defects which are the result of improper storage, use, or installation performed by other than Seller, maintenance performed by other than Seller, or repair performed by other than Seller, or (4) Hardware and Software which has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident, or (5) Hardware and Software or installations altered or repaired by any party other than Seller without Seller's prior written consent.

SECTION 15. INDEMNIFICATION:

- A. Seller shall be responsible for and agrees to indemnify Buyer and hold Buyer harmless from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of Seller, Seller's officers, agents, employees, or subcontractors. Buyer agrees to notify Seller as soon as practical of any third-party claim, demand, or cause of action for which Buyer will request indemnification from Seller. Buyer will provide Seller with the necessary information and assistance to defend such claim, demand, or cause of action.
- B. Buyer shall be responsible for and agrees to indemnify Seller and hold Seller harmless from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of Buyer, Buyer's officers, officials, agents, employees, or subcontractors. Seller agrees to notify Buyer as soon as practical of any third-party claim, demand, or cause of action for which Seller will request indemnification from Buyer. Seller will provide Buyer with the necessary information and assistance to defend such claim, demand, or cause of action.

SECTION 16. PATENTS:

- A. Seller warrants that the System furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If Buyer notifies Seller promptly of the receipt of any claim that the System infringes a United States patent or copyright and gives Seller information, assistance, and exclusive authority to settle and defend such claim, Seller at its own expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the System for the purpose intended is enjoined by any court of competent jurisdiction, Seller shall, at its expense and option, either: (1) procure for Buyer the right to continue using the System, or (2) modify the System so that it becomes non-infringing, or (3) replace the System or portions thereof so that it becomes non-infringing, or (4) remove the System and refund the purchase price (less reasonable depreciation for use). The foregoing states the entire liability of Seller for patent or copyright infringement by the System and is subject to any limitation of total liability set forth in this Contract.
- B. The preceding subsection (A) shall not apply to: (1) any portion of the System, which is manufactured to Buyer's design, or (2) the use of the System in conjunction with any other apparatus or material not supplied by Seller to the extent that such conjoined use causes the alleged infringement. As to any portion of the System or use described in the preceding sentence, Seller assumes no liability whatsoever for patent infringement.
- C. THE PATENT AND COPYRIGHT WARRANTY AND INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT AND COPYRIGHT WARRANTIES AND INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.

SECTION 17. LIMITATION OF LIABILITY:

- A. Except for Seller's liability to third parties for its willful misconduct or negligent acts or omissions as more particularly described in the Indemnification Section of this Contract, the total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Contract or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware and Software, or the furnishing of any Service, shall not exceed the amount paid by Buyer allocable to the particular item of Hardware and Software, or Service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the Warranty Period.
- B. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE AND SOFTWARE OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.
- C. Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance, or breach of the Contract, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware and Software, or the furnishing of any Services, shall be commenced within one (1) year after the cause of action accrued or it shall be deemed waived or barred.
- D. The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract or any other agreement.
- E. The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Contract.

SECTION 18. REMEDIES:

- 1. In the event of a material breach of this Contract by Seller which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Seller by Buyer, Buyer shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Contract) and either: (1) suspend performance of its payment obligations under the Contract for as long as the breach continues uncorrected; or (2) terminate this Contract by written notice to Seller if the breach remains uncorrected.
- B. In the event of: (1) any failure by Buyer for thirty (30) or more days to make any payment when due, or (2) any other material breach of this Contract by Buyer which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed

statement of the nature of such breach) shall have been given to Buyer by Seller, Seller shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Contract) and either: (1) suspend performance of its obligations under this Contract for as long as the breach remains uncorrected; or (2) terminate this Contract by written notice to Buyer if the breach remains uncorrected.

SECTION 19. CONFIDENTIALITY:

- A. During the term of this Contract, it is anticipated that one party (hereafter the "Disclosing Party") may disclose to the other party (hereafter the "Receiving Party") information which the Disclosing Party considers proprietary and confidential. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which: (1) has been designated in writing by the Disclosing Party as confidential or proprietary, or (2) is of the type that the Receiving Party customarily treats as confidential or proprietary, and which is furnished by the Disclosing Party to the Receiving party in contemplation of or under this Contract (hereinafter "Information"), the Receiving Party shall treat such Information, for a period of ten (10) years after the Effective Date of this Contract, as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own of a similar nature and shall not reproduce any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party.
- B. The provisions of the preceding subsection shall not apply to any Information which:
- (1) is or shall become publicly available without breach of this Section 19 Confidentiality, on the part of the Receiving Party;
 - (2) is already known by the Receiving Party prior to receipt from the Disclosing Party;
 - (3) is independently developed by the Receiving Party;
 - (4) is rightfully obtained by the Receiving Party from third parties without restriction; or
 - (5) is required to be disclosed by appropriate governmental or judicial order provided that Receiving Party gives Disclosing Party prior written notice of such order and assists Disclosing Party in taking reasonable actions to restrict such order.
- C. The provisions of this Section, CONFIDENTIALITY, shall survive the expiration or termination of this Contract.

SECTION 20. COMPLIANCE:

Seller agrees to comply with all federal, state, and local laws, ordinances, codes, rules, and regulations in effect as of the Effective Date of this Contract that may in any way affect the work by Seller hereunder. Any Hardware and Software furnished by Seller under this Contract shall comply in all material respects with federal, state and local laws and regulations applicable to the manufacture, packing, sale and shipment of such Hardware and Software as of the Effective Date of this Contract and shall comply with any amendments

thereto which may have come into effect prior to the time such Hardware and Software are delivered provided that the price and, if necessary, delivery of such Hardware and Software shall be equitably adjusted to compensate Seller for the effect of compliance with any such amendments.

SECTION 21. NOTICES:

Notices and other communications between the parties shall be transmitted by facsimile or in writing to the parties at the addresses set forth below and shall be deemed effective upon receipt by the receiving party. Either party may change its address by giving notice in writing thereof to the other party.

IF TO BUYER:

Jasper County Sheriff
Attn: Rande Kaiser, Sheriff
Fax Number: 417-358-5566

IF TO SELLER:

Turn-Key Mobile, Inc.
Attn: Michael Southard
Fax Number: 314-754-9794

WITH A COPY TO:

Turn-Key Mobile, Inc.
210 Prodo Drive
Jefferson City, MO 65109
Attn: Mike Southard

SECTION 22. ORDER OF PRECEDENCE:

The Seller's Proposal and the following Exhibits are expressly incorporated herein by reference and, together with this Contract, constitute the Contract Documents. In the event of a conflict among or between the Contract Documents, the documents shall control in the order of precedence set forth below:

1. Amendments to this Contract
2. This Contract
3. Exhibit A – MSRP Discount Pricing List
4. Exhibit B – Certificate of Insurance
5. Exhibit C – Warranty
6. This Contract

SECTION 23. TERM:

The term of this Contract shall commence upon the Effective Date of this Contract for a period of five (5) years, if not disputed by either party. Contract may be terminated 90 days following written notice by either party.

SECTION 24. ENTIRE AGREEMENT:

This Contract together with all Exhibits and Seller's Proposal which is incorporated herein by reference constitute the entire understanding and agreement between Buyer and Seller concerning the subject matter hereof and any negotiations, prior discussions, representations, promises, understandings, proposals, agreements, warranties, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on either party. SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF THE SYSTEM OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING SELLER'S MANUFACTURER'S REPRESENTATIVES AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.

SECTION 25. AMENDMENT:

No modification or amendment or other change to this Contract shall be binding on either party unless set forth in a writing signed by both Buyer and the Project Manager or other authorized representative of Seller.

SECTION 26. SEVERABILITY:

The invalidity, in whole or in part, of any Section or part of any Section of this Contract shall not affect the validity of the remainder of such Section or the Contract.

SECTION 27. WAIVER:

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term.

SECTION 28. HEADINGS:

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

SECTION 29. GOVERNING LAW:

The validity, performance and all matters relating to the interpretation and effect of this Contract and any amendment thereto shall be governed by the laws of the State of Missouri, County of Cole, excluding its rules with respect to conflict of laws.

SECTION 30. ASSIGNMENT; SUCCESSORS AND ASSIGNS:

This Contract may not be assigned by either Seller or Buyer without the prior written consent of the other party whose consent shall not be unreasonably withheld. The terms and provision of this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION 31. COOPERATIVE PURCHASING AGREEMENT:

In accordance with RSMo. 34.046, Buyer and Seller each agree to allow other governmental entities the option to purchase directly from this contract.

Missouri Revised Statutes, Chapter 34, Section 34.046

Contract directly with other governmental entities for purchase of supplies.

34.046. The commissioner of administration may contract directly with other governmental entities for the purchase of supplies. The commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract.

BUYER

JASPER COUNTY SHERIFF'S OFFICE

By: [Signature]

Name: RANDY KASPER

Title: SHERIFF

Date: _____

WITNESS:

[Signature]
Witness Name: Derek Harrod

SELLER

TURN-KEY MOBILE, INC.

By: [Signature]

Name: Michael Southard

Title: owner

Date: 3/15/21

WITNESS:

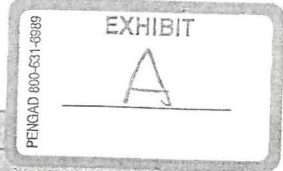
[Signature]
Witness Name: Amy Caley



ORDINANCE NO.

240121

TURN KEY MOBILE, INC
Jasper County Sheriff's Office



Quantity discounts may apply in addition to the percentages below.

Product	MSRP Discount	Product	MSRP Discount
<u>Fully Rugged Laptops</u>		<u>Docking Station for Rugged/Semi Rugged Computer</u>	
Toughbook FZ-G2	25%	Gamber	45%
Toughbook 33, 40	25%	Havis	30%
Accessories	11%	<u>Wireless Point to Point</u>	
Warranties and Services	5%	Ubiquiti	10%
<u>Semi Rugged Laptops</u>		<u>Software</u>	
Toughbook 55	14%	Microsoft	4%
Accessories	11%	<u>Security Cameras</u>	
Warranties and Services	5%	Panasonic	20%
<u>Fully Rugged Tablets</u>		Axis	5%
Toughpad FZ-N1	9%	Bosch	10%
Toughpad FZ-T1	9%	<u>Antennas</u>	
Accessories	11%	Panorama	12%
Warranties and Services	5%	Airgain	12%
<u>PIPSA- Panasonic I-PRO Sensing Solutions Company</u>			
Panasonic Arbitrator	11%		
Panasonic Body Worn	5%		
Accessories/Warranty/Licensing/Services	5%		
<u>Mobile/Fixed LPR</u>			
Genetec LPR/Security Center	8%		
<u>Network Switches/Layer 2 and Layer 3 Capable</u>			
HP	11%		
Netgear	11%		
<u>Desktops</u>			
HP	5%		
Dell	5%		
Lenovo	5%		

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.



County Auditor