



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5194)

Meeting: 08/20/20 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5194

Meeting Attachments

ATTACHMENTS:

- 082020 CERTIFIED COURT ORDER NO. 08-20-2020-01 (PDF)
- 082020 PRO FORMA - COMMON I ROAD DISTRICT(PDF)
- 082020 PRO FORMA - COMMON II ROAD DISTRICT (PDF)
- 082020 PRO FORMA - CC GENERAL REVENUE (PDF)
- 082020 HRIS ANNUAL SERVICES QUOTE AND AGREEMENT (PDF)
- 082020 HRIS MASTER SERVICES AGREEMENT (PDF)

RECEIVED

The Treasurer is hereby ordered to pay the following entities:

AUG 19 2020

KAY BROWN
COUNTY CLERK

@ 10:37 am

PB

CART

August 19, 2020

Receipt #: 3466

July 2020 Term

AMOUNT RECEIVED		222-43354	142,617.83	Check #
BRIDGE		15.00%	21,392.67	
	ROAD MILES			
COMMON 1	297.51	29.67%	42,314.71	
COMMON 2	280.69	27.99%	39,918.73	
BILLINGS SPECIAL	103.25	10.30%	14,689.64	
GARRISON SPECIAL	24	2.39%	3,408.57	
OZARK SPECIAL	102.97	10.27%	14,646.85	
SELMORE SPECIAL	27.5	2.74%	3,907.73	
SOUTH SPARTA SPECIAL	11.1	1.11%	1,583.06	
STONESHIRE SPECIAL	5.3	0.53%	755.87	
TOTAL ROADS	852.32	100.00%	121,225.16	
TOTAL BRIDGE			21,392.67	
TOTAL DISBURSED			142,617.83	

Ralph Phillips 8-20-2020
Presiding Commissioner Ralph Phillips

Hosea Bilyeu
Western Commissioner Hosea Bilyeu

Mike Robertson 08-20-2020
Eastern Commissioner Mike Robertson

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 20th day of August, 2020.

Kay Brown
Kay Brown, Clerk of the County Commission



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/3/2020

Summary Page

(2020)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Christian County 35-022-0000 Common Road District 1

Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.1026
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.1026
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.1026
E. Maximum authorized levy the most recent voter approved rate 0.3500
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.1026
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I) 0.1026
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 if a different purpose)

RECEIVED AUG 20 2020 KAY BROWN COUNTY CLERK

Certification

I, the undersigned, Eastern Commissioner (Office) of Christian County Common 1 RD. Dist (Political Subdivision) levying a rate in Christian (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

08/20/2020 (Date) [Signature] A. B. ROBERTSON (Print Name) 417-582-4300 (Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J 0.1026 AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

08/20/2020 (Date) Kay Brown (County Clerk's Signature) Christian (County) 417-582-4300 (Telephone)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/3/2020

Summary Page

(2020)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Christian County 35-022-0000 Common Road District 2
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.0000
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.0000
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.0000
E. Maximum authorized levy the most recent voter approved rate 0.3500
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.0000
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I) 0.0000
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 if a different purpose)

RECEIVED

AUG 20 2020

KAY BROWN

COUNTY CLERK

Certification

I, the undersigned, Western Commissioner (Office) of Christian County Common 2 RD. Dist. (Political Subdivision) levying a rate in Christian (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

08/20/2020 (Date) Hosea Bilgen (Signature) Hosea Bilgen (Print Name) 417-582-4300 (Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J 0.0000 AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

08/20/2020 (Date) Kay Brown (County Clerk's Signature) Christian (County) 417-582-4340 (Telephone)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/3/2020

Summary Page

(2020)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Christian County 35-022-0000 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.2241
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.2241
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.2241
E. Maximum authorized levy the most recent voter approved rate 0.5000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri Political subdivisions tax rate (Lower of Line D or E) 0.2241
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable - 0.1577
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I) 0.0664
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 if a different purpose)

RECEIVED
AUG 20 2020
KAY BROWN
COUNTY CLERK

Certification

I, the undersigned, Presiding Commissioner (Office) of Christian County (Political Subdivision) levying a rate in Christian (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

08/20/2020 (Date) [Signature] Ralph Phillips (Print Name) 417-582-4300 (Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J 0.0664 AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

08/20/2020 (Date) [Signature] Kay Brown (County Clerk's Signature) Christian (County) 417-582-4340 (Telephone)



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-10510-1

Date:

7/17/2020 2:10 PM

Expires On:

9/30/2020

Product:

CivicHR

Ship To

Amber Bryant
 Christian County MO - CivicHR

Bill To

Christian County MO - CivicHR

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kayla Maldonado	x7853231544	maldonado@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

Annual Services Include the Following:

Hosting	Application & Modules	Support
Web/SQL Server Data Backup On-site security 24x365 Monitor Bandwidth-Router Traffic Fire Protection and Suppression Cooling AC power delivery via distributed redundant UPS systems Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware	Install Service Patches for OS Upgrades Enhancements Fixes Improvements Development Testing Usage License Data & File Retention Standard Reporting	7:00am – 7:00pm Central, Mon-Fri, excluding holidays, for authorized contact(s) Usability improvements Integrate new & upgraded services Proactive support for updates & fixes Training Resources, CivicPlus Help Center access

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicHR Applicant Tracking System Premium Annual Fee	CivicHR Applicant Tracking System Premium Annual Fee	Renewable
1.00	CivicHR Applicant Tracking System Premium Implementation Fee	CivicHR Applicant Tracking System Premium Implementation Fee	One-time
1.00	CivicHR Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicHR Onboarding Premium Annual Fee	CivicHR Onboarding Premium Annual Fee	Renewable
1.00	CivicHR Onboarding Premium Implementation Fee	CivicHR Onboarding Premium Implementation Fee	One-time
1.00	CivicHR Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time

List Price - Year 1 Total	USD 15,250.00
Actual Investment - Year 1	USD 9,190.00
Annual Services – Year 2	USD 3,835.00

Total Days of Quote:365

Subscription Terms & Conditions

Client Deliverable

1. Performance and payment under this Statement of Work ("SOW") shall be subject to the terms & conditions of the Agreement by and between Christian County MO ("Client") and CivicPlus, to which this SOW is hereby attached.
2. This SOW shall remain in effect for an initial term of one year (12 months) beginning at signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Actual Investment - Year 1 shall be invoiced as follows:
 - a. One Time Fees - Upon Signing: \$5,355.00.
 - b. Year One Annual Services - 120 days from Signing: \$3,835.00.
4. Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with this SOW and shall be subject to a 5% annual increase beginning in Year 3 of service.
5. Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.
6. This Agreement and attached SOW is not a sale of the CivicHR or its associated applications and modules. CivicPlus owns the CivicHR and provides a right of use to the Client during the period of this Agreement. Rights are non-transferable. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content. Client will not own the CivicHR software or its associated applications and modules.
7. Customer shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of the Service.

Support

1. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for authorized callers. Client is responsible for providing CivicPlus with authorized caller contact updates.
2. Support includes providing technical support of the CivicHR software and technical maintenance of Client's Career Portal website. Following initial setup, additional setup support may be contracted separately for an additional fee.
3. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the CivicHR software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.

Marketing

1. Client permits CivicPlus to include an example of the Client's Career Portal page and a link to the Client's website on the CivicPlus corporate website.

Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

Access: CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client to access, use and display the CivicPlus item(s) listed in the SOW in accordance with the terms of the Agreement. Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any device with an Internet connection and browser. .

Documentation: All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

Data Backups: CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

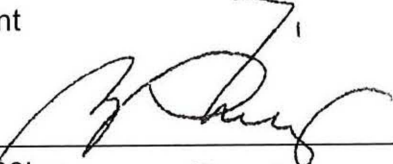
Enhancements: New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Client Support: CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

Data: At any time, Client data may be exported either by the Client or by CivicPlus upon request (in most cases). If the Client requests CivicPlus to provide the export of data, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client
By: 
Name: Ralph Phillips
Title: Presiding Commissioner
Date: 08-20-2020

CivicPlus
By: _____
Name: _____
Title: _____
Date: _____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES):

Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

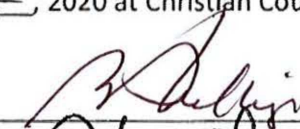
Phone

Ext.

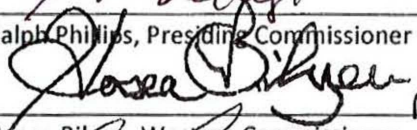
Fax

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 20th day of August, 2020 at Christian County, Missouri.

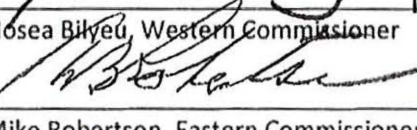
DATED: 8/20/2020


Ralph Phillips, Presiding Commissioner

DATED: 8-20-2020


Hosea Bilyeu, Western Commissioner

DATED: 8-20-2020


Mike Robertson, Eastern Commissioner

Attested By:


Kay Brown, Christian County Clerk

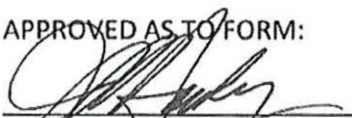


Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


Amy Dent, Christian County Auditor

APPROVED AS TO FORM:


John W. Housley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Master Services Agreement:
Christian County MO

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, LLC., d/b/a CivicPlus (“CivicPlus”) and Christian County MO (“Client”) (referred to individually as “Party” and jointly as “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

I. WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

II. WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

III. WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work (“SOW”) between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days’ written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client’s chosen government management platform and/or services, as defined in the SOW (“Project Development”), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.

7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").

11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.

13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by or licensed to CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of

any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.

23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:

- a. Any Addendum and/or Amendments to this Agreement signed by both Parties;
- b. Exhibit A - Statement(s) of Work;
- b. Service Agreement Sales Forms;
- c. Service Agreements previously executed between the Parties; and
- d. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.


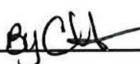
32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client		CivicPlus
By: 	By: 	
Name: <u>Ralph Phillips</u>	Name:	
Title: <u>Presiding Commissioner</u>	Title:	
Date: <u>08 . 20 . 2020</u>	Date:	

Please sign and email to Kayla Maldonado at maldonado@civicplus.com or fax to

Sign and E-mail the
entire
contract with exhibits to:
<mailto:contracts@civicplus.com>

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA § 16	This Section Intentionally Omitted.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Addendum.

Client

CivicPlus

By:

[Handwritten Signature]
By *[Handwritten Initials]*

By:

Name:

Ralph Phillips

Name:

Title:

Presiding Commissioner

Title:

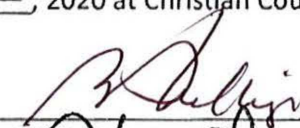
Date:

08-20-2020

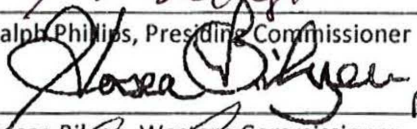
Date:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 20th day of August, 2020 at Christian County, Missouri.

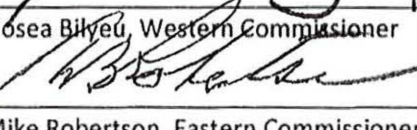
DATED: 8/20/2020


Ralph Phillips, Presiding Commissioner

DATED: 8-20-2020


Hosea Bilyeu, Western Commissioner

DATED: 8-20-2020


Mike Robertson, Eastern Commissioner

Attested By:


Kay Brown, Christian County Clerk




Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


Amy Dent, Christian County Auditor

APPROVED AS TO FORM:


John W. Housley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752