

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is made between Jackson County, Missouri ("Client") and CivicSource\*, to be effective as of the date of the last signature below.

SECTION 1. SERVICES. CivicSource shall provide and/or perform the professional services ("Services") detailed on the attached Services Schedule at the direction of Client.

SECTION 2. INDEMNITY. CivicSource\* shall indemnify Client from claims that arise out of any act or omission by CivicSource" in the performance of the Services.

SECTION 3. COOPERATION. CivicSource\* shall cooperate with Client and with any other parties deemed necessary for performance of the Services. Client shall provide CivicSource" property data and access to personnel deemed necessary for performance of the Services. All property data shall be provided in a digitally readable file format, such as TXT or CSV, at no cost to CivicSource\*.

SECTION 4. COMPENSATION. Compensation shall be as indicated on the attached Schedule. Costs are subject to change upon written notice from <code>CivicSource\*</code>. Payments are due upon receipt of invoice.

SECTION 5. TERM. This Agreement commences on the date of the last signature below and continues for the term described on the attached Schedule. It can be canceled at any time by either party upon fourteen days written notice.

SECTION 6. MISCELLANEOUS. CivicSource shall not be deemed an employee, partner or joint venturer of Client but rather shall provide Services as an independent contractor. All software, technology, systems, processes, discoveries, know-how, materials, procedures, concepts, databases, marks, and any and all other intellectual property used or improved upon during the performance of the Services shall be and remain the exclusive property of CivicSource\*. Amendments or modifications to this Agreement shall be in writing and approved by both parties.

THUS DONE AND AGREED UPON, by the parties hereto, through their authorized representatives, upon execution of this Agreement.

Jackson County, Missouri

Title:

Date:

CIVICSOURCE\*

Title:

Bryan Barrios

Chief Executive Officer

Date: 2022.06.07

ATTEST:

Helen fa

Clerk of the County Legislature

VER. 05252018

MARY JO SPINO COUNTY CLERI

### SCHEDULE OF SERVICES

### INTRODUCTION

- 1. Term of Contract: The term of this Contract will be through September 1, 2022, or the last day of the Jackson County 2022 Tax Sale, whichever shall come first.
- 2. Posting Notice of Foreclosures will be on an "As Needed" basis.
- 3. Although exact usage cannot be determined, it is estimated that the number of properties will not exceed 1300.

#### **SPECIFICATIONS**

- 1. The contractor is responsible for posting notice of foreclosure on properties with delinquent property taxes located within the Jackson County boundaries.
- 2. Jackson County will make available on or before June 16<sup>th</sup>, 2022, the pertinent information and equipment needed to complete the project. The project must be completed no later than July 15<sup>th</sup>, 2022.
- 3. Contractor will locate correct delinquent property according to legal description (not street address), hammer stake into the ground of property & staple notice to stake.
- 4. Contractor will take a picture of the completed posting and the property. Contractor will upload photo and enter property data into posting application.
- 5. Work is done in an outdoor environment on iPads. This contractor reports to the Delinquent Land Tax Administrator.
- 6. Prior to posting, the Contractor will be trained by the Department of Collection and/or County GIS on how to properly read the maps and operate the iPad and posting application. If appropriate, a County associate will join the Contractor on their first day of posting to ensure a proper understanding of the process.
- 7. Contractor should have enough driving & navigation skill to be able to safely navigate around Jackson County, using GPS & paper maps.
- 8. Contractor must be capable of using iPad for data entry, picture taking, & attaching photos.
- Contractor must be capable of using a 5lb hammer repeatedly during the day for consecutive days.
- 10. Contractor will provide transportation and will guarantee drivers have a valid driver's license and active automobile insurance.
- 11. County will provide necessary equipment including the following: stakes, property cards, staplers, staples, tape, ipads, ipad chargers, hammers, vests, and a County Contractor ID badge.
- 12. The boxes of supplies will be checked out to the vendor with an inventory list at the beginning of the project. The vendor will maintain equipment during the project and return all equipment in working condition. The inventory list will be checked by Jackson County prior to final billing. Any missing or damaged equipment will be deducted from final invoice payment.
- 13. Daily check-ins with the Director, Deputy Director, or Administrator will occur to ensure the project is on track. The vendor will be required to create a schedule of staff and provide it to Jackson County. This schedule should include who works on a given day, which group they worked in, what grids they were assigned/completed, and what iPad they were assigned.
- 14. The contractor may have to communicate with taxpayers in person if approached, concerning the posting of notice of foreclosure. They should refer them to the Jackson County Collection department while maintaining composure and pleasant disposition.
- 15. The Contractor must remain available if needed to testify at a hearing on a later date if the posting of notices is placed into question, and/or agree to sign a notarized affidavit stating which properties they posted on which day.
- 16. It is highly recommended that the Contractor perform this project in pairs. It is helpful and most efficient to have a driver and a navigator, as well as one person to drive the stakes while the other operates the iPad.

# **PRICING**

- 1. The Contractor shall be paid \$35 per posted notice. This price shall be inclusive of mileage but shall not include any signage or equipment. Contractor shall provide only personnel and a vehicle, and costs directly related to the personnel and the vehicle. All other materials, equipment, services, and tools shall be provided by County.
- 2. The Contractor shall require a deposit of \$1,000 prior to beginning work. This deposit shall not be refundable but shall be applied as a credit on the final invoice.
- 3. The Contractor shall invoice County on a weekly basis, calculating the amount due as \$35 per notice posted on or before Friday at midnight. Invoices are due upon receipt.

Company:				
Name:	,			<u></u>
Title:				
Signature:		<del>-</del>		
Phone Number:	· · · · · · · · · · · · · · · · · · ·			·
Email:			<del>- ,</del>	