

SOFTWARE SERVICE AND MAINTENANCE AGREEMENT TO
JACKSON COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION
January 11, 2010 **FOR 2010**
Renewal with Change in Assignment

This Agreement (the "Agreement") effective as of March 1, 2009, was between Universal Asset Management, LLC (hereinafter: UAM) and has been mutually reassigned to Valencia Technology Group, L.L.C., Javier Valencia, President (hereinafter VTG) and Jackson County Public Works Road Maintenance (hereinafter: JCPW – Road Maintenance), located at 34900 E. Old US 40 Highway, Oak Grove, Missouri, 64075.

WHEREAS

- Valencia Technology Group, L.L.C., (formerly assigned to Universal Asset Management) is the software maintenance service provider of the RMS system presently used by Public Works for Road Maintenance Management, Fleet Maintenance Management and Sign Maintenance Management.
- Public Works has need for continuing maintenance service to accomplish both specific task and on an as needed basis at the direction of the Director of Public works or his authorized representative.

Therefore the parties agree of the following:

General Software/Hardware, Report Assistance

VTG (formerly UAM) will provide on-call general assistance to JCPW – Road Maintenance to assist in software enhancement, upgrades, report writing development as needed and continued maintenance associated with the Roadway and Asset Management System (RAMS).

Other Work

VTG will perform other work requested by JCPW – Road Maintenance consistent with its capabilities and subject to prior scheduled commitments.

Schedule

The Agreement will cover a period of two (2) years from 2-1-09 to 1-31-2011, and is renewable on a yearly basis subject to budgetary availability. February of 2010, a current year Rate Schedule will be provided to JCPW – Road Maintenance for services associated with tasks performed 2-1-2010 to 1-31-2011 and each year thereafter subject to budgetary availability.

Compensation and Payment

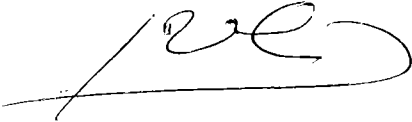
All task work will be conducted on a time, material and expense basis, based on an agreed-upon task description. The cumulative total cost for all task work conducted under this Agreement shall not exceed \$15,000 for the first year of this Agreement; \$15,000 for the second year. Funds

allocated by JCPW – Road Maintenance through budgetary availability will constitute all other yearly Agreement task work. (See 2009 Rate Schedule attached.)

Invoices will be prepared on a monthly basis.

Payments for these services shall be made by JCPW – Road Maintenance within Fifteen (15) days of submission to the county on an invoice of stating services performed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Valencia', with a long horizontal flourish extending to the left.

Javier Valencia, P.E.
President
Valencia Technology Group, L.L.C.

By 5/28/10

Res. 17178

PROFESSIONAL SERVICES AGREEMENT
Valencia Technology Group, LLC

THIS AGREEMENT, made and entered into on this 31 day of March, 2010, by and between **JACKSON COUNTY, MISSOURI** ("the County") and **THE VALENCIA TECHNOLOGY GROUP, LLC** ("Valencia"), a Kansas limited liability corporation with its principal place of business located at 14315 S. Twilight Lane, Suite 14, Olathe, Kansas 66062.

WITNESSETH:

WHEREAS, by Resolution No. 17178, dated February 22, 2010, the legislature did authorize the execution of a twelve (12) month agreement for the continuation of computer software and hardware maintenance and technical support for the Roadway and Asset Management system, for use by the Public Works Road Maintenance Division; and,

WHEREAS, Valencia represents that the firm is equipped, competent, and able to undertake such an assignment, as the developer and copyright holder of the software;

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Valencia respectively agree as follows:

1. General Software/Hardware Report Assistance. Valencia will provide on-call general assistance to the County to assist in software enhancement, upgrades, report writing development as needed, and continued maintenance associated with RAMS.

2. Other Work. Valencia will perform other work as requested by the County consistent with its capabilities and subject to prior scheduled commitments.

3. Term. This Agreement shall be effective as of February 10, 2010 and continue

FILED
MAR 31 2010
MARY JO SPINO
COUNTY CLERK

through February 9, 2011.

4. Compensation and Payment. All task work will be conducted on a time, material and expense basis, based on a mutually agreed upon task description. The cumulative total cost for all task work conducted under this Agreement shall not exceed \$15,000.00. Funds allocated by the County through budgetary availability will constitute all other yearly Agreement task work. Invoices shall be prepared by Valencia on a monthly basis and submitted to the County. Payment for services shall be made by the County within thirty (30) days after receipt by the County.

5. Confidentiality. Valencia shall keep all matters, materials and information obtained from the County and all its efforts and results relating to the matters herein contained confidential unless disclosure is authorized by the County in writing or disclosure is otherwise required by law. The County shall be notified immediately of all requests for disclosure of confidential information.

6. Conflict of Interest. Valencia warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

7. Incorporation and Modification of Agreement. The terms and conditions stated herein constitute the entire Agreement and understanding of Valencia and the County. No change, modification or waiver of any term of this agreement shall be effective unless in writing and signed by both parties.

8. Assignment. Valencia shall not assign any portion or the whole of this Agreement without the prior written consent of the County. Any notice of assignment

shall be given sixty (60) days prior to any assignment effective date. Further, assigning a part or the whole agreement can be grounds for immediate termination without prior written consent as required above.

9. Insurance. Valencia shall purchase and maintain such insurance as will protect itself against loss from its alleged or actual liability to satisfy those claims which may arise out of or result from Valencia's operations under the Agreement, whether such operations be by itself or by anyone for whose acts it may be liable. This insurance shall include contractual liability insurance applicable to Valencia's indemnification obligations contained in the Agreement.

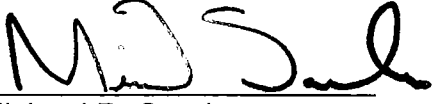
10. Indemnification. Valencia agrees to indemnify, defend and save harmless the County against all damages to property, structures and utilities together with all claims for damages arising out of personal injury, including accidental death due to Valencia's negligent or willful acts or the negligent or willful acts of subcontractors, agents or employees, in the performance of work under this Agreement.


11. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

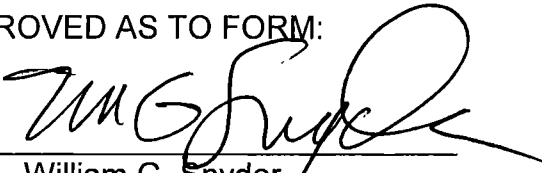
JACKSON COUNTY, MISSOURI

THE VALENCIA TECHNOLOGY GROUP, LLC

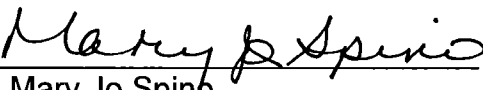
By 
Michael D. Sanders
County Executive

By 
Title: President

APPROVED AS TO FORM:

By 
William G. Snyder
Acting County Counselor


ATTEST:

By 
Mary Jo Spino
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$15,000.00 which is hereby authorized.

Date March 23, 2010


Director of Finance and Purchasing
Account No. 004-1506-56662
1506201002