

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the execution of an Addendum to the Agreement with Civic Plus of Manhattan, Kansas, for the furnishing of additional website design services for use by the Information Technology Department, at an additional cost to the County not to exceed \$10,772.00.

RESOLUTION NO. 18979, November 2, 2015

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Resolution 18729, dated February 17, 2015, the Legislature authorized the execution of a contract for the furnishing of website design services for use by the Information Technology Department to Civic Plus of Manhattan, Kansas, at a cost to the County not to exceed \$145,000.00; and,

WHEREAS, the Information Technology Department desires to increase the scope of the Agreement with Civic Plus to include services for customized code writing to provide secured access to the County's new intranet site and allow for customized design of department websites, at an additional cost to the County not to exceed \$10,772.00; and,

WHEREAS, execution of a First Addendum to Agreement with Civic Plus, is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute for the County an Addendum to the

**Consulting Agreement with Civic Plus, in a form to be approved by the County Counselor;
and,**

**BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby
is authorized to make all payments, including final payment on the contract.**

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Jay D. Hall
Chief Deputy County Counselor

W. Stephen Nefcy
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18979 of November 2, 2015, was duly passed on November 9, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

11.9.15
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 1305 56661
ACCOUNT TITLE: General Fund
Information Technology
Software Purchases
NOT TO EXCEED: \$10,772.00

October 26, 2015
Date

James H. ...
Director of Finance and Purchasing



Project Development

Organization	Jackson County, MO	URL	www.jacksongov.org		
Street Address	415 E 12 th Street				
Address 2					
City	Kansas City	State	MO	Postal Code	64106
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	Joe Loudon (816) 682-5783				
Emergency Contact & Mobile Phone	Ken Larson (816) 307-6462				
Emergency Contact & Mobile Phone					
Billing Contact	Michael Ohlson	E-Mail	mohlson@jacksongov.org		
Phone	(816) 881-3151	Ext.	Fax		
Billing Address	415 E. 12 th Street				
Address 2	Room G8				
City	Kansas City	ST	MO	Postal Code	64106
Tax ID #	XX			Sales Tax Exempt #	XX
Billing Terms	XX			Account Rep	XX
Info Required on Invoice (PO or Job #)	XX				
Contract Contact	Michael Ohlson	Email	mohlson@jacksongov.org		
Phone	(816) 881-3151	Ext.	Fax		
Project Contact	Joe Loudon	Email	jloudon@jacksongov.org		
Phone	(816) 881-4337	Ext.	Fax		

FILED
 MAR 16 2015
 MARY JO SPINO
 COUNTY CLERK

FILED
 NOV 23 2015
 MARY JO SPINO
 COUNTY CLERK



Terms & Conditions

Invoicing & Payment Terms

1. As detailed in Exhibit A.1 – Project Development Scope of Work, one half of the total First Year Fee will be invoiced at the completion of the following phases:
 - a. Phase 2: Website Layout – one half of the Total Fees Year 1.
 - b. Phase 4: Customized Website Training - the remaining half of the Total Fees Year 1.
2. Year 2 Annual Services will be invoiced one (1) year from contract signing.
3. Each year this Agreement is in effect, a technology investment, not to exceed, 5 percent (%) of the total Annual Services costs will be applied.
4. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 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).
5. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Agreement Renewal

6. This Agreement shall remain in effect for a period of one year (12 months) from signing. By mutual agreement of the parties, this agreement may be renewed for an additional agreement term on an annual basis prior to the end of the initial or any subsequent term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CivicPlus Basic Redesign at no additional cost.
7. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
8. In the event of early termination of this Agreement by the Client, Client forfeits eligibility for the CP Basic Redesign and payment of services rendered is due within 15 days of termination.
9. This Agreement may be extended to any municipality in the State of Missouri to purchase at Agreement prices in accordance with the terms stated herein.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
11. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content 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.

Intellectual Property

12. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.



Service & License Agreement for Jackson County, MO

Liabilities

- 14. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
- 15. 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.
- 16. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. 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

Entire Agreement

- 17. This project development agreement, together with the client's Request for Proposal (RFP) 62-14 and CivicPlus' response to RFP 62014, dated October 14, 2014, and updated January 18, 2015, shall constitute the entire and complete agreement of the parties.
- 18. In the event of a conflict among the provisions of any of these documents, the provision of the document listed first in the following order shall prevail: 1. Project Development Agreement, 2. CivicPlus' respond to RFP 62-14, and 3. RFP 62-14.

Acceptance

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

Q. Troy Thomas

Client **Q. Troy Thomas, Director of Finance and Purchasing**

March 13, 2015

Date

Jim Grant

CivicPlus

2-26-15

Date

<p>Sign and e-mail or Fax this Copy Attn: Contract Manager Email: salesspecialists@CivicPlus.com Fax: 785-587-8951</p>	<p>And – Mail Two (2) Signed Originals CivicPlus Contract Manager 302 S. 4th Street, Suite 500 Manhattan, KS 66502</p>
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We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--

APPROVED AS TO FORM:

By *Stephen Nixon*
W/ Stephen Nixon
County Counselor

ATTEST BY:

Mary Jo Spino
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 contract 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 \$134,228.00 which is hereby authorized.

March 13, 2015
Date

[Signature]
Director of Finance and Purchasing
Account # 001-1305-56661 \$ 48,330
002-1305-56661 \$ 2,228
003-1305-56661 \$ 7,334
004-1305-56661 \$ 16,334
042-1305-56661 \$ 18,334
045-1305-56661 \$ 18,334
300-1305-56661 \$ 23,334
\$ 134,228

CT #13052015001

FILED
NOV 23 2015
MARY JO SPINO
COUNTY CLERK

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to meet the obligation of \$10,772.00 which is hereby authorized.

November 23, 2015
Date

[Signature]
Director of Finance and Purchasing
Account # 001-1305-56661-\$10,772
CT: 13052015001

PC 13052015005