



9/4/2020
PH 12:20pm

BOARD OF ALDERMAN
WORK SESSION AGENDA
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613
Tuesday, September 8th, 2020 at 6:30 p.m.

MEETING WILL BE RECORDED AND POSTED ON FACEBOOK - CITY OF BOLIVAR, MISSOURI

ROLL CALL

PLEDGE OF ALLEGIANCE

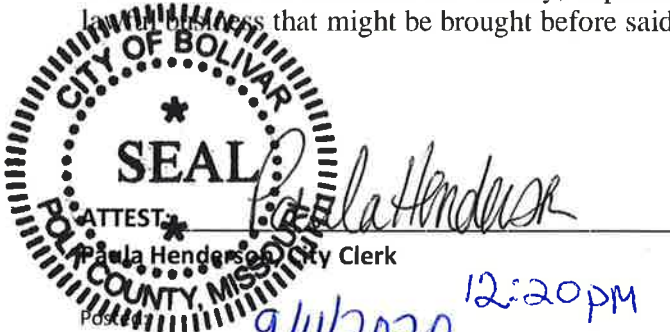
MOTION TO ADOPT AGENDA

**MAYORAL APPOINTMENT, Introductions, Presentations, Resolutions and Proclamations,
Citizens Requests:**

1. Discuss & Approve: Resolution Supporting the Construction of Frisco Highlands at Edgewater.
2. Bill No. 2020-34: An Ordinance Approving Contract with K-Life for Use of Youth Park Concession Stand.
3. Discuss & Approve: Available Government Surplus of 2 – 2009 Single Axle SFA 4X2 Dump Trucks.
4. Discussion: Square Safety for Halloween.
5. Review & Approve: IT Bids Received.
6. Discuss & Approve: RFQ for Architect Engineer.
7. Discuss & Approve: Budget Amendment for Fire Department Gear.
8. Discussion: Bolivar Police Towing Services- Rotation List.

**CALL OF A WORK SESSION MEETING
OF THE CITY OF BOLIVAR BOARD OF ALDERMEN.**

I, Christopher Warwick, Mayor of the City of Bolivar, Missouri, do hereby call a Work Session Meeting of the Bolivar Board of Aldermen on Tuesday, September 8th, 2020, at 6:30 p.m. for the purpose of transacting any lawful business that might be brought before said Council at said meeting.




Christopher Warwick, Mayor

IF UNABLE TO ACCESS FACEBOOK ACCOUNT, PLEASE CONTACT CITY CLERK FOR ADDITIONAL OPTIONS

#wherelibertyflows

If you have a need for special accommodations,
Please contact the City Clerk's office 24 hours prior to the meeting.



RESOLUTION

A RESOLUTION SUPPORTING THE CONSTRUCTION OF FRISCO HIGHLANDS AT EDGEWATER

WHEREAS, Morelock Builders & Associates, Inc., has proposed to build Frisco Highlands at Edgewater, a 32-unit apartment community, located in the 3100 block of South Pike Avenue in the City of Bolivar; and

WHEREAS, the proposed project will include two 2-story buildings with four 2-bedroom and four 3-bedroom apartments per building;

WHEREAS, the City of Bolivar, Missouri recognizes the need for safe, quality built, affordable housing for families as a priority; and

WHEREAS, the construction of said apartment community will provide affordable housing for families and will be in the best interest of residents of Bolivar, Missouri; and

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of Bolivar that enthusiastic support is hereby granted to Morelock Builders & Associates for the 2020 application to the Missouri Housing Development Commission for tax credits and financing to assist in the development of the aforementioned project.

PASSED AND ADOPTED this ____ day of September, 2020.

Christopher Warwick, Mayor

Attest:

Paula Henderson, City Clerk

Date

ORDINANCE COVER SHEET

Bill No. 2020-34

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING A CONTRACT WITH K-LIFE OF POLK
COUNTY, INC. FOR A LIMITED LICENSE TO USE THE CONCESSION STAND
AT THE CRIBBS FAMILY YOUTH PARK.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ **Aye;** _____ **Nay;** _____ **Abstain**

_____ **Approved by the Mayor on _____.**

_____ **Vetoed by the Mayor on _____.**

Board of Aldermen Vote to Override Veto on _____.

_____ **Aye;** _____ **Nay;** _____ **Abstain**

Bill Effective Date: _____.

“AN ORDINANCE AUTHORIZING A CONTRACT WITH K-LIFE OF POLK COUNTY, INC. FOR A LIMITED LICENSE TO USE THE CONCESSION STAND AT THE CRIBBS FAMILY YOUTH PARK.”

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City is hereby authorized to enter into an agreement with K-Life of Polk County, Inc., for a limited license to use the concession stand at the Cribbs Family Youth Park; with such contract and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after: its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

LIMITED USE AGREEMENT FOR PARK PROPERTY

This Limited Use Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between **the City of Bolivar, Missouri**, (hereinafter referred to as "Owner") and **K-Life of Polk County, Inc.** (hereinafter each a "Licensee"). The Licensee's address is:

PURPOSE: The purpose of this Agreement is to provide the Licensee with a limited and revocable license to make use of the Cribbs Family Youth Park located in the City of Bolivar, Missouri, and to do so in accordance with the terms herein, and to establish the Owner's and Licensee's respective obligations to one another with respect to the limited use of said real estate.

WHEREAS, the Licensee has stated a strong interest in providing positive outreach opportunities to the citizens of Bolivar, Missouri; and

WHEREAS, the City of Bolivar has a strong interest in allowing organizations within the City to provide such positive outreach services for the City's residents; and

WHEREAS, the Licensee will have the need, from time-to-time, to make use of facilities for the purpose of furthering their positive outreach services for the City's residents; and

WHEREAS, the City of Bolivar wishes to provide for the use by the Licensee of certain park related facilities for the purpose of furthering positive outreach opportunities for the City's residents. Now, therefore,

OWNER AND LICENSEE MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. Property to be Used: Owner does hereby grant to the Licensee a limited, non-exclusive, and revocable license to use the concession stand at the Cribbs Family Youth Park located at 410 W. Madison, Bolivar, Missouri 65613 (hereinafter referred to as the "Subject Property"). This license is expressly limited to the concession stand portion of the Subject Property.

2. Term of License: The term of this Agreement will commence immediately upon the execution of this Agreement by all parties, and will continue until terminated in writing by either party. This Agreement, and thus any license granted herein, may be terminated and revoked at any time and without recourse by either party by delivering written notice to that effect.

3. Permitted Uses: The following uses of the Subject Property will be permitted by the limited license granted herein:

- a. Owner will allow the Licensee to have a key to the concession stand section of the Subject Property and will allow the Licensee the freedom to use the same for the purpose of providing concessions to guests at the Subject Property at any time deemed appropriate by the Licensee.
- b. Licensee will be allowed to store personal property in the office section of the Subject Property, such as games, sports equipment, non-perishable food and snacks.

4. Owner's Covenants: Owner hereby covenants as follows:

- a. City Will Dispose of Collected Trash: The City will dispose of trash properly collected and placed in provided trash bags as needed.
- b. Property and Casualty Insurance: Owner will maintain such property, casualty and liability insurance premiums on the Subject Property as it deems necessary to protect its interests. Owner will have no obligation to insure the personal property, if any, of the Licensees.

5. License's Covenants: Licensee hereby covenant as follows:

- a. Clean-Up: After making use of the Subject Property at any time, Licensee will perform clean-up and will return both the interior and exterior of the Subject Property in a clean and sanitary condition.
- b. Property and Casualty Insurance: **LICENSEE IS HEREBY ADVISED TO OBTAIN PROPERTY INSURANCE TO PROTECT ITS PROPERTY AND INTERESTS.** Licensee will at all times be solely responsible for carrying such Property Insurance as Licensee deems necessary to protect their personal property and contents. Licensee acknowledge that Owner has no obligation to provide coverage for any losses to the Licensee's personal property, and releases the Owner from all damages or losses which it might sustain as a result of any such losses or damages.
- c. Liability Insurance: Licensee must carry liability insurance for the benefit of both Licensee and Owner and acceptable to the Owner for injuries or death to person, or damage to property, arising out of any one incident and aggregate liability. Both parties must be named as insureds under said policy, which must be written by an insurance company licensed in the State of Missouri, and which the Owner reasonably approves. Owner must be furnished with a duplicate policy, or with a certificate of insurance. This policy must contain a provision that prohibits cancellation without giving Owner at least fifteen (15) days advance written notice.
- d. Compliance with Applicable Laws: Licensee will not use the Subject Property in violation of any Federal, State or Local/Municipal environmental statute, ordinance, rule or regulation, nor will it permit the Subject Property to be so used. Licensee will be absolutely liable for and will indemnify Owner for all claims, demands, causes of action, damages, costs and expenses (including Owner's reasonable attorney's fees and all penalties, fines, and clean up costs) incurred or paid by the Owner as a result of Licensee's actual or alleged violation of any Federal, State or Local/Municipal law, rule or regulation arising in connection with Licensee's use of the Subject Premises.
- e. Care of Subject Property: Licensee will take good care of and maintain the Subject Property, and will keep the same neat, clean and free of debris, trash or other waste products except that which is in containers awaiting pickup and disposal; and Licensee will not make use of the Subject Property in any manner which is unreasonably dangerous, or likely to cause fire or explosion.

6. Indemnification – Liabilities and Losses: Licensee hereby indemnifies Owner against all liability, loss, cost, damage, or expense sustained by Owner, including attorney's fees and all expenses of litigation, arising from the following reasons:

- a. On account of or through the use of the Subject Property or improvements or any part thereof by Licensee, or by anyone acting by or under the actual or purported authority of the Licensee, inconsistent with the provisions of this Agreement;
- b. Arising out of, or directly or indirectly due to any failure of Licensee in any respect to promptly and faithfully satisfy Licensee's obligations under this Agreement; or
- c. Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or persons or property resulting from the Licensee's use of the Subject Property and improvements or any part thereof.

7. Abandonment of Property: If at any time during the term of this Agreement Licensee abandons any personal property at the Subject Property or any part thereof, Owner may, at their option, and without becoming liable to Licensee for damages or for any payment of any kind whatever, dispose of all such personal property in any manner Owner shall deem proper.

8. Costs, Expenses, and Attorney Fees: A party which is in default hereunder shall pay all of the non-defaulting party's costs, expenses and attorney's fees which are either incurred or paid to determine their rights hereunder, at law or in equity, to attempt to remedy any default, or to exercise any one or more of such party's rights under this Agreement, or as otherwise granted to that party.

9. Notices: Any notices authorized or required to be given hereunder may be personally delivered to the person or persons whose names appear below, or by depositing the same in the United States mail, postage fully prepaid, certified, return receipt requested, and if intended for Owner addressed as follows:

City of Bolivar
ATTN: City Administrator
P.O. Box 9
Bolivar, Missouri 65613

and if intended for Licensee addressed as follows:

Either party will notify the other party as soon as is practicable upon the change of address for notification purposes. If properly addressed and mailed pursuant to the terms of this paragraph, delivery of notices will conclusively be deemed to have been made two days after mailing.

10. No Assignment: Licensee shall not assign their benefits and obligations of this Agreement without the prior written consent of the Owner. No permitted assignment shall relieve the Licensee of their obligation hereunder without the express written agreement of Owner.

11. Waiver: All parties to this Agreement agree that the failure of any party to this Agreement to strictly enforce any term of this Agreement will not ever result in a waiver of such party to subsequently enforce the conditions of this Agreement.

12. Severability: In the event that any provision, paragraph, sub-paragraph, sentence, or clause of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs, sub-paragraphs, sentences, or clauses will remain in full force and effect.

13. Complete Agreement: It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.

14. Authority to Execute: Each of the parties certifies and warrants to the other that this Agreement has been duly authorized by its governing board in the manner required by law.

15. Governing Law and Choice of Venue: This Agreement will be construed and enforced under the laws of the State of Missouri. All parties to this Agreement agree that the primary venue for any court proceeding of any nature that may arise for the enforcement of or collection pursuant to this Agreement will be in the County of Polk, in the State of Missouri, and all parties hereby submit to the jurisdiction of the courts of Polk County, Missouri as the venue for adjudication of any disputes arising from the enforcement of or collection pursuant to this Agreement.

16. Binding Effect: This Agreement will be binding upon and will inure to the benefit of the Owner, and their respective personal representatives, successors, heirs and assigns, and upon the Licensee, and their heirs, personal representatives, successors and assigns.

THIS IS A BINDING LEGAL DOCUMENT. BEFORE SIGNING BELOW, THE PARTIES TO THIS AGREEMENT DECLARE THAT THEY ARE OF SOUND MIND AND ARE OTHERWISE LEGALLY CAPABLE OF ENTERING INTO THIS AGREEMENT, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS CONTAINED HERIN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been signed on the date or dates indicated opposite the signature of each party hereto.

City of Bolivar, OWNER

Date: _____

By: **Christopher Warwick, Mayor**

ATTEST:

Date: _____

By: **Paula Henderson, City Clerk**

K-Life of Polk County, Inc., LICENSEE

Date: _____

By: **Authorized Agent**

Print Name and Title



City of Bolivar Team,

JMARK and the City of Bolivar have been partners since 2011 and we have enjoyed that partnership. Learning about the culture, the people and what is important to the citizens of Bolivar over the past nine years has allowed us to shape a unique offering that has changed over the course of time to adjust the needs of the City.

Our response to the most recent RFP for Managed IT Services is another example of that unique approach. We understand how important it is to remain in the budget for the current fiscal year, so we are offering a unique agreement. In an attempt to honor the budget of the City during the current fiscal year, JMARK is offering a further discount off of normal market rates in services until the current fiscal year is up. Our intent in architecting this type of agreement is to ensure there is no further strain placed on the priorities of the community. The fee schedule below lists the discount applied through June 30, 2021 and the remainder of the agreement.

Managed Services Fee Schedule:

November 1, 2020-June 30, 2021: \$5,000 per month for Managed Services (40% preferred partner discount).

July 1, 2021-October 31, 2025: \$6,449 per month for Managed Services (28% preferred partner discount). * A 5% (five percent) yearly contract increase will begin on January 1, 2022 and will be applied in all subsequent years on January 1 through the life of the contract. That 5% (five percent) will be based upon a rate of \$6,449 per month pursuant to the terms of the contract.

Thank you for the opportunity to continue supporting the community of Bolivar. We look forward to many more years of partnership and growth together!

Respectfully,

Jeff Bendure

Director of Client Relationship Management

Corporate information:

1. How long has the organization been in this business? JMARK has been in business for thirty-two years.
2. Indicate the number of employees in your organization. How many of those are dedicated to account management and/or technical support? JMARK has 114 total employees including 67 Service technicians and 10 people dedicated to account management.
3. How many are full-time vs. contract? All 114 employees are full-time.
4. Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together. JMARK will not be subcontracting any components of the proposed solution.
5. Please describe your organization's experience in transitioning clients to public or private cloud technology from more traditional IT service models. JMARK has helped move multiple - companies from traditional on-prem solutions to either a hybrid or full cloud-based environment. This type of move takes a lot of careful consideration and planning to make certain it is the right move for the client and to ensure the implementation is as seamless as possible.
6. Please provide details of three current customer accounts that are similar in scope and requirements to those of City of Bolivar. Please see list of references at the end of this document.
7. Please provide details and qualifications of the ability to work with secure data systems, including but not limited to the MSHP mules, INCODE, and other governmental software. JMARK has been supporting the City of Bolivar since 2011 and has hundreds of hours of experience in supporting all applications used by the City of Bolivar. JMARK has assigned a team of 10 technicians who have been involved in the day to day support of the City of Bolivar for most of those 10 years. This team works with city governments and local school districts as their primary client vertical.
8. What are the certifications of staff that will be assigned to the team to cover the City services? The team that will be supporting the City of Bolivar is CJIS certified.

List of References

Bolivar Technical College

1135 N. Oakland Ave

Bolivar, MO 65613

Contact: Charlotte Gray

(417)777-5062

Douglas, Haun & Heidemann

103 E. Broadway

Bolivar, MO 65613

Contact: Ruth Medley

(417) 326-5261

Bolivar R-1 School District

524 West Madison

Bolivar, MO 65613

Contact: Brad Sterling

(417) 777-5160

History of JMARK

In 1988, when James Montgomery, Jr. founded his small computer company in Cabool, Missouri, he was already in the habit of signing his name as "JM JR" – a scribble that his friends called the "J mark." Thus, the company name was conceived.

In 1996, we moved our corporate office to Springfield after acquiring NetPro, another computer and training company. The acquisition more than doubled our client base and expanded our geographic reach to a 200-mile radius around Springfield.

In 1997, after completing his service with the U.S. Navy, Thomas H. Douglas joined the company as a Level One Engineer. Tom's leadership skills soon earned him the title of Service Manager, and in 1999, he was named President of the company. Eventually he became majority owner of JMARK, with business partners Tom Goss, Kerry Douglas, and Max Roweton.

In 2001, JMARK was reincorporated under the full name of JMARK Business Solutions, Inc. By that time, Tom had recognized that simply trading hours fixing computers for client dollars was an unpredictable business model. To stabilize the company's revenue stream, he introduced a system of levelized billing, making JMARK one of the first in our industry to offer managed I.T. services based on a flat fee.

This provides the client with as many services required to support their business network – helping them turn away from crisis management and toward proactive system maintenance. At the same time, the emerging philosophy of "people first, technology second" is beginning to pay off for our firm and clients, with a consistently productive environment and an exceptional quality of service.

The new model's success, combined with the addition of company partners Doug Deetz and Brenda Blades, began a trend of growth that continues to accelerate to this day.

In 2008, JMARK acquired competitors NetWorks, Inc. and NetManage, Inc. These acquisitions led to several million dollars in additional revenue, supported by 39 full-time employees.



In January 2012, JMARK acquired, Integris Tech in Fayetteville, Arkansas and opened an office in Colorado Springs, Colorado. As a result of this new growth, the company now offers clients the additional expertise of healthcare I.T. specialists.

The beginning of 2015 included the acquisition of Quanxi Technologies, LLC d/b/a ACE Network Consulting. With over a million dollars in new revenue, it included an established office and technical expertise in Tulsa, Oklahoma. Also in 2015, JMARK secured a stake in TruData, LLC, which provides business intelligence to the banking industry.

One of the most successful technology support companies, as ranked by CRN's 150 Fastest Growing Solution Providers and one of the Top 100 Managed Service Providers in North America.

Solutions Proposal

Prepared For

City of Bolivar

NetCare Basic Agreement
#: 024600 v1

*Monthly Support Agreement.
Renewed Quote*



w w w . j m a r k . c o m



NetCare Basic Agreement

1.0 Purpose of Agreement

The purpose of this agreement is to solidify the duties and obligations of both JMARK and CLIENT in JMARK's delivery of IT services and other technical services as described herein and in any attached SCHEDULES, ADDENDUMS, or EXHIBITS. This NetCare Basic Agreement, may be referred hereinafter as the, "AGREEMENT."

2.0 Terms

2.1 TERM of AGREEMENT: 60 Months

2.2 ALTERNATE TERM OF AGREEMENT START DATE: 11/01/2020 If not filled out, the TERM of AGREEMENT START DATE will be the date in the signature block of this AGREEMENT, when signed by client. If an ALTERNATE TERM OF AGREEMENT START DATE is chosen then JMARK may implement an additional onboarding fee or support fees to account for support that might be needed prior to the chosen TERM of AGREEMENT START DATE. If the TERM of AGREEMENT START DATE does not begin at the beginning of the month, then partial months will be pro-rated as necessary. If a change to the TERM of AGREEMENT START DATE is needed after execution of this AGREEMENT, then CLIENT principle will notify the JMARK Service Coordinators via email or fax of the requested change.

2.3 Termination or Continuation of Agreement at End of Term: Written AGREEMENTS for a certain duration will automatically renew upon the expiration of their terms and each subsequent renewal of the term, for additional terms equal to the initial term specified in the associated AGREEMENT unless either party notifies the other of their intention not to renew the AGREEMENT in writing no later than thirty (30) days before the expiration of the then current term. Services rendered by JMARK to CLIENT pursuant to a work order not containing a duration of term will be deemed to be completed and rendered upon the completion of the specific services necessitating the work order.

2.4 Update or Modification Clause: Because this AGREEMENT is being entered into with an understanding that both parties wish the AGREEMENT to be in the best interest of both parties, a meeting may be requested by either party to re-negotiate the terms of this agreement in good faith.

3.0 Agreement Deliverables

CLIENT agrees to receive all products and services, and pay all associated fees, as listed in this AGREEMENT or in any attached ADDENDUM, SCHEDULE, or EXHIBIT. Fees may increase or decrease as utilization or storage requirements adjust. COVERED SERVICES as outlined by this agreement include the following for all covered systems:

- Remote and Onsite Helpdesk Services
- Hardware and Systems Support
- IT Systems and Network Monitoring and Management
- IT Vendor Management
- Backup Management
- Basic Security Monitoring

Some of the IT Management and Monitoring tasks that are included in this AGREEMENT include: Document software and hardware changes, test backups with restores, reports of work accomplished, work in progress, etc., check print queues, ensure that all server services are running, keep service packs, patches and hotfixes current as per policies, check event log of every server and identify any potential issues, monitor hard drive free space on servers and workstations, reboot servers if needed, run system administration scripts, scheduled off time server maintenance, install software upgrades, determine logical directory structure to implement and detail, setup and maintain directory groups, check status of backup and restores, alert client to dangerous conditions, educate and correct user errors, clean and prune directory structure - keep efficient and active, backup of server(s) and basic restoration from backup, performance monitoring/capacity planning, monitor router and firewall logs, major SW/HW upgrades to network backbone - including routers and WAN additions, maintain office connectivity to Internet, check firewall alerts, confirm antivirus definition updates, confirm backup was successful, create new directories and shares and security groups and new accounts, disable/delete old accounts, manage account policies and permissions and file system, setup new user login restrictions and passwords and security, setup and change security for users and applications, monitor for unusual activity among users, Exchange user/mailbox management, monitor directory replication, monitor WINS replication, SQL server management, overall application disk space management, ensure Microsoft Office applications are functioning as designed, and labor to support the synchronization of mobile phones or other handheld devices with client provided or JMARK provided mail and data services.

It is understood that any and all services requested by CLIENT that fall outside of the terms of this AGREEMENT will be considered Projects, and will be quoted and billed as separate, individual services.

4.0 Agreement Specific Service Level Agreements (SLA)

The following table shows the targets of response and resolution times for each priority level, (*Client has the right to determine the priority for any issue):

Trouble Suggestions	Priority	Response Time (hours)*	Resolution Time (hours)*
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	Within 48 hours or Best Effort
Small service degradation (business process can continue, one user affected).	4	within 48 hours	Within 48 hours or Best Effort

Due to constraints in Internet bandwidth, as well as hardware and software limitations, restoration of data is excluded from the above SLAs. JMARK will perform restorations from backup in as short a time as physically possible.

5.0 AGREEMENT SPECIFIC TERMS AND CONDITIONS

5.1 Master Services Agreement: The parties acknowledge that they have reviewed and agreed to the "Master Services Agreement" for the purpose of providing for standard terms and conditions to be applicable to all agreements between them for services from JMARK to CLIENT. Therefore, the parties hereby acknowledge that this AGREEMENT is subject to and incorporates by reference, the terms of the "Master Services Agreement" between the parties as if fully set forth herein, including any revisions, amendments, or new "Master Services Agreements" that may be entered into between the parties subsequent to the effective date of this Agreement (all versions of the "Master Services Agreement" collectively referred to herein as the "Master Services Agreement"). The CLIENT, in executing this AGREEMENT, certifies that they have read and agreed to the "Master Services Agreement." In the event that there are any conflicts between the terms of this AGREEMENT and the incorporated "Master Services Agreement," the terms of this AGREEMENT will control.

5.2 Entire Agreement: This AGREEMENT, along with the "Master Services Agreement" and all attached Schedules, are incorporated herein by reference as if fully set forth, is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written or oral, relating to its subject matter. CLIENT and JMARK agree that in the event any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Headings, titles, and paragraph captions are inserted in the AGREEMENT for convenience, are descriptive only, and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

5.3 Minimum Standards Required for Services: In order for CLIENT's existing environment to qualify for Services provided under this AGREEMENT, the following requirements must be met: (1) All Servers with Microsoft Windows Operating Systems must be running Windows Server operating systems that are currently supported by Microsoft, and have all of the latest Microsoft Service Packs and Critical Updates installed. (2) All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running currently supported operating systems. (3) All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported. (4) The environment must have a currently licensed, up-to-date and Vendor-Supported Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email. (5) The environment must have



a currently licensed, Vendor-Supported Server-based Backup Solution. If the backup solution needs repair, this may be billed at a separate rate if the hardware is not suitable to support the environment. (6) The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet. (7) Any Wireless data traffic in the environment must be secured with a minimum of 128-bit data encryption. Any costs required to bring CLIENT environment up to these Minimum Standards are not included in this Agreement unless specified in Section 3.0. CLIENT agrees to maintain all minimum standards required for services, throughout the AGREEMENT TERM.

5.4 Excluded Services: Service rendered under this Agreement does not include: (1.) Parts, equipment or software not covered by vendor/manufacture warranty or support. (2.) The cost of any parts, equipment, or shipping charges of any kind unless provided for in this AGREEMENT (3.) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind. (4.) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind. (5.) The cost to bring CLIENT's environment up to minimum standards required for Services. (6.) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors. (7.) Full version upgrade of the operating system(s) of workstations. Example: Upgrading from Windows 7 to Windows 10. (8.) Service and repair made necessary by the alteration or modification of equipment other than that authorized by JMARK, including alterations, software installations or modifications of equipment made by CLIENT's employees or anyone other than JMARK. (9.) Travel costs to remote locations (more than 200 miles of a JMARK Office) is not included and will be billed at appropriate mileage rates or on a reimbursement basis if other means of travel is deemed necessary by both parties. JMARK's normal hourly rate may apply. (10.) Programming (modification of software code) and program (software) maintenance unless as specified within this AGREEMENT (11.) Classroom based training services of any kind. (12.) Installation of new server(s) or network equipment (Firewall, Managed Switch, etc). (13.) Migrating from a local server to a Cloud based or Remote based server. (14.) Migration of Core System Providers or major software replacement may be excluded. Discussions need to occur between JMARK and CLIENT prior to projects inception. (Examples: When financial institution is migrating from one core provider to another or when an inventory management system is replaced with a new system). (15.) Maintenance of applications software packages, whether acquired from JMARK or any other source unless as specified in an attached APPENDIX, SCHEDULE, or EXHIBIT. (16.) Workstation installation or replacement.

5.5 Pricing Changes: All prices listed within this AGREEMENT or associated SCHEDULES, ADDENDUMS, or EXHIBITS are subject to a 3% annual increase in January of each year. If an agreement is executed in October, November or December, an increase will not be enforced until the January following the first year of services provided.

THIS IS A BINDING LEGAL DOCUMENT. BEFORE AGREEING TO THESE TERMS AND CONDITIONS, THE PARTIES DECLARE THAT THEY HAVE LEGAL CAPACITY AND ARE DULY AUTHORIZED TO ENTER INTO THESE TERMS AND CONDITIONS, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.



Schedules

Schedule A: Schedule of Exceptions or Amendment

This SCHEDULE OF EXCEPTIONS OR AMENDMENT should only be used if the parties to the AGREEMENT mutually agree to except, change or add to the foregoing TERMS AND CONDITIONS as set forth in this AGREEMENT:

In consideration for the mutual promises between the parties and for other good and valuable consideration, the following exceptions or amendments have been agreed to by the parties to the AGREEMENT. If the changes are amendments to existing terms of the AGREEMENT, then such changes must be detailed and set forth in writing below and include the section number, paragraph number, and paragraph title along with the agreed upon changes. If the changes are new additions to the AGREEMENT, then such additions must be detailed and set forth in writing below.

If modifying the existing terms of the AGREEMENT, then set forth changes below:

5.5 Pricing Changes: All prices listed within this AGREEMENT or associated SCHEDULES, ADDENDUMS, or EXHIBITS are subject to a 5% annual increase in January of each year, beginning January 1st of 2022. Pricing for CLIENT devices will be as specified below from November 1st, 2020 through June 30th, 2021. After June 30th, 2021, pricing will revert to listed pricing in Schedule C1: Fees for Recurring Products/Services:

- Managed Server: Total Count of 11 devices priced at \$172.00 per device
- Managed Firewall: Total Count of 3 devices priced at \$102.00 per device
- Managed Workstation: Total Count of 83 devices priced at \$27.50 per device
- Managed Device: Total Count of 20 devices priced at \$26.00 per device
- **Total Monthly Charges - \$5000.50 (Includes 40% preferred partner discount)**

Schedule C1 Pricing below to begin July 1st, 2021

- Managed Server: Total Count of 11 devices priced at \$201.00 per device
- Managed Firewall: Total Count of 3 devices priced at \$127.00 per device
- Managed Workstation: Total Count of 83 devices priced at \$39.00 per device
- Managed Device: Total Count of 20 devices priced at \$31.00 per device
- **Total Monthly Charges - \$6449.00 (Includes 28% preferred partner discount)**

NEW ADDITIONAL TERMS TO AGREEMENT

If adding new additional terms to the AGREEMENT, then set forth changes below:

Schedule B: Out of Warranty and Unsupported Equipment

B1 Out of Warranty: In the event CLIENT has workstations, servers, firewalls or other critical infrastructure equipment that are out of warranty, or not warranted by a known and JMARK approved hardware manufacturer, then repair times may be affected to the extent that replacement parts are located and are shipped to provider or CLIENT facilities. Response times will not be affected by these conditions. If CLIENT has equipment that is not warranted by a known and JMARK approved hardware manufacturer, it should be listed below (Include Product Name, Model #, and Quantity):

- COMROOMRIGHT - Windows 7 Purchase Date of 2011 - Warranty expired 2014
- WATERLAPTOP - Windows 7 Purchase Date of 2011 - Warranty expired 2014
- COBPD-INVEST-01 - Windows 7 Purchase Date of 2012 - Warranty expired 2017
- BOLMSR01 - Windows 7 Purchase Date of 2013 - Warranty expired 2016

B2 Unsupported: The following equipment, owned by CLIENT, will not be supported under the terms of this AGREEMENT by JMARK. If support is requested by client, for any equipment listed below, JMARK's standard hourly fees will be applied or a special project will be proposed. (Include Product Name, Model #, and Location):

- None (Add equipment here if needed)



Schedule C1: Fees For Recurring Products/Services

CLIENT agrees to pay JMARK all fees as listed below for all services and products being provided. Fees may increase or decrease as utilization or storage requirements adjust.

Recurring Products/Services	Recurring	One-Time	Qty	Total Recurring	Total One-Time Fees
JMARK Managed Server	\$257.28	\$0.00	11	\$2,830.08	\$0.00
JMARK Managed Server					
JMARK Managed Server -Preferred Partner Discount	(\$56.28)	\$0.00	11	(\$619.08)	\$0.00
JMARK Managed Server					
Managed Firewall (NetCare)	\$161.00	\$0.00	3	\$483.00	\$0.00
Managed Firewall (NetCare)					
Managed Firewall (NetCare) - Preferred Partner Discount	(\$34.00)	\$0.00	3	(\$102.00)	\$0.00
Managed Firewall (NetCare)					
JMARK Managed Workstation	\$49.92	\$0.00	83	\$4,143.36	\$0.00
JMARK Managed Workstation					
JMARK Managed Workstation - Preferred Partner Discount	(\$10.92)	\$0.00	83	(\$906.36)	\$0.00
JMARK Managed Workstation					
JMARK Managed Device (NetCare)	\$39.68	\$0.00	20	\$793.60	\$0.00
JMARK Managed Device (NetCare)					
JMARK Managed Device (NetCare) Preferred Partner Discount	(\$8.68)	\$0.00	20	(\$173.60)	\$0.00
JMARK Managed Device (NetCare)					
				One-Time Subtotal:	\$0.00
				Recurring Subtotal:	\$6,449.00

**Proposal Information:**

Quote #: 024600
Version: 1
Delivery Date: 09/01/2020
Expiration Date: 09/30/2020

Prepared for:

City of Bolivar
PO Box 9
Bolivar, MO 65613
Tracy Slagle
resources@bolivar.mo.us
(417) 326-5242

Prepared by:

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Travis Hedrick
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Recurring Expenses Summary***Total**

Recurring Products/Services \$6,449.00

Recurring Total **\$6,449.00**

*Applicable City, County, and State Taxes will be applied at time of final invoicing.

Hardware & Software are due at signing. Labor is to be billed at JMARK's standard hourly rate unless otherwise specified on the quote or covered under contract. All other charges are due within 30 days following the date billed. Accounts not paid by the due date will bear interest at the rate of 1.5% per month until paid. If JMARK is required to refer an account to attorneys for collection, client agrees to pay all costs of collection, including reasonable attorneys fees. A 20% restocking fee will be added to any parts that are returned to JMARK by CLIENT.

All quotes are valid for 30 days from the date of proposal.

For complete Terms and Conditions please visit: <http://www.JMARK.com/terms>.

JMARK**CLIENT**

Name

Company Name

Title

Authorized Signer Name

Title

Date

Date

Signature

Signature

Master Services Agreement

1.0 PURPOSE

JMARK and CLIENT anticipate entering into one or more transactions for the delivery and purchase of certain business or technology services now and in the future. JMARK and CLIENT anticipate that each transaction may be different as to certain TERMS AND CONDITIONS, such as price, scope of services to be provided, or duration of services. JMARK and CLIENT wish to have a set of standard TERMS AND CONDITIONS that will be applicable to all of their transactions for the delivery and purchase of such business or technology services. The purpose of these TERMS AND CONDITIONS is to establish the obligations of JMARK and CLIENT to each other with respect to the delivery and purchase of any services from JMARK. It is understood that the TERMS AND CONDITIONS of this AGREEMENT will be referenced, incorporated, and otherwise binding between JMARK and CLIENT on all of their business or technology transactions.

The term AGREEMENTS or AGREEMENT as used herein will refer to and include: (i) this Master Services Agreement; (ii) and all other service contracts or work orders entered into between JMARK and CLIENT while this Master Services Agreement is effective; and (iii) any schedules or amendments to the foregoing items. The term "service contract" means any agreement between the parties entered into for technology or business services to be provided from JMARK to the CLIENT. The term "work order" means any service not otherwise covered by or within the scope of the services outlined in a service contract between the parties. Services performed by JMARK to CLIENT, and not part of a service contract, will be deemed to be a "work order" whether the services were authorized by the CLIENT in writing or orally. The term TRANSACTION as used herein refers to all types of services as offered, within all types of associated AGREEMENTS, collectively referred to as AGREEMENTS. JMARK AND CLIENT MUTUALLY AGREE TO ALL TERMS AND CONDITIONS AS LISTED THROUGHOUT THIS AGREEMENT AND ASSOCIATED AGREEMENTS:

2.0 DELIVERY OF SERVICES

2.1. Delivery: JMARK will deliver services to the CLIENT as further specified and agreed to between the parties for each transaction entered between them for such purchase and delivery, should the parties mutually choose to enter into a services transaction.

2.2. Non-Agreement Transaction Pricing: Any transaction performed without an associated service contract will be done at JMARK's then current hourly rates for the services provided. CLIENT will be billed; and payment will be due on or before the thirtieth (30th) day following the date of the invoice. All invoices not paid on or before the thirtieth (30th) day following the date of invoice will bear interest at the rate of 1% per month, compounded monthly. An associated AGREEMENT may provide for a different service rate or payment terms, and if different than those provided herein, the specific AGREEMENT shall control.

2.3. Fees: CLIENT agrees to pay JMARK all fees according to the fees, as specified in all associated AGREEMENTS for each service. Because pricing of many services may be based on the quantity of devices, users and/or other data, it is understood that as devices, users and/or other data are added or removed to the network/systems, the price of the services may also be increased or decreased without the renegotiation of the associated AGREEMENTS. AGREEMENTS based on users, is determined from an Active Directory query, and as such each user is required to have their own unique login and password. Furthermore, a device may exist in physical or virtual configurations, but will be charged based on the number of devices that require maintenance and/or support where applicable, regardless of the configuration. Subject to those cases wherein an approved work order has been performed that is not covered by a written service contract, an explanation of the calculation of fees associated with specific services will be listed in an associated AGREEMENT. If JMARK personnel must travel to CLIENT premises to perform their duties under an associated AGREEMENT, CLIENT shall pay according to any stipulation in said AGREEMENT. If travel is associated with an approved Service Ticket that is not covered by a written

AGREEMENT, CLIENT will pay JMARK's current hourly rate for travel to CLIENT's location, and agrees to a one (1) hour minimum charge, or an alternate travel fee may be agreed to.

2.4. Provided Services: Except in the case of an approved work order that may not be covered by a written service contract, all services that will be provided by JMARK to CLIENT will be listed in an associated AGREEMENT.

2.5. Taxes: It is understood that any Federal, State, or Local Taxes applicable will be added to each invoice for services or materials rendered under an associated AGREEMENT, or as provided as part of a transaction. CLIENT will pay any such taxes unless a valid exemption certificate is furnished to JMARK for the State of use.

2.6. Other Fees: Any equipment, software, software licenses, third-party services, projects, labor, or other costs outside the scope of an associated AGREEMENT will be billed separately and paid for by CLIENT.

2.7. Effective Agreement Date and Incorporation of Master Terms and Conditions: The effective date of any AGREEMENT will be upon the date in the signature block of this or any associated AGREEMENT that is signed by CLIENT, unless an ALTERNATE TERM OF AGREEMENT START DATE is specified in an associated AGREEMENT. An ALTERNATE TERM OF AGREEMENT START DATE may be subject to fees, as specified in an associated AGREEMENT. The provisions of this Master Services Agreement will be effective during the term(s) of all AGREEMENTS between the parties hereto. The provisions of these Master Service Agreement terms and conditions are and will be incorporated by reference into all AGREEMENTS between the parties hereto even if the Agreements do not directly refer hereto.

3.0 TERMINATION OF SERVICES

3.1. Breach: If CLIENT fails to fulfill in any material respect its obligations under an AGREEMENT; or otherwise breaches any material term or condition of an AGREEMENT and does not cure such failure or breach within thirty (30) days' of receipt of written notice from JMARK of such failure or breach, then JMARK may, in its sole discretion, either: (i) suspend delivery or performance of any AGREEMENT, until such payment is made; or (ii) terminate any AGREEMENT as provided in Section 3.2, or (iii) may suspend performance and later terminate any AGREEMENT upon the failure of CLIENT to cure its default as provided in Section 3.2. In any event, CLIENT will remain liable to JMARK for any services already performed or for any materials already provided, and all expenses incurred to the time of suspension or termination. In addition, if an AGREEMENT specifies a term for which JMARK will provide services to CLIENT, and that AGREEMENT is terminated by JMARK for cause (including nonpayment) or by CLIENT without cause, then all future, recurring service fees associated with the remaining term of such AGREEMENT will become immediately due and payable, and will be paid by CLIENT to JMARK upon the effective date of such termination.

3.2. Termination for Cause: Either party may terminate an AGREEMENT upon a material breach of the AGREEMENT by the other, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach. The exercise of the right to terminate any AGREEMENT will be in addition to any other right and remedy provided in these terms and conditions or existing at law or equity that is not otherwise excluded or limited under an AGREEMENT. Upon termination of any AGREEMENT, JMARK will assist CLIENT in the orderly termination of services, including transfer of the services to another designated provider. In the event that such assistance is provided, CLIENT agrees to pay JMARK the actual cost of rendering service including technical personnel at their usual hourly billing rate. JMARK may require an advance deposit for the estimated amount of its costs to assist in the transition as a condition to its duties under this paragraph.

3.3. JMARK's Duties Upon Termination: If any AGREEMENT is terminated prior to the expiration of its term due to any of the reasons described herein, JMARK agrees to provide CLIENT with the most recent copy of any data and other information that is maintained by JMARK in a readable and useable form. CLIENT agrees to pay JMARK the actual costs of rendering such assistance, and for any backup media that may be required. JMARK will not maintain a copy of any data or information after termination, and will, after giving CLIENT no less than 20 (twenty) days written notice of its intention to do so, or upon CLIENT's written demand, destroy or permanently erase all backup or other duplicate copies of CLIENT's data and information files.

3.4. Termination or Continuation of Agreement at End of Term: Written AGREEMENTS for a certain duration will automatically renew upon the expiration of their terms and each subsequent renewal of the term, for additional terms equal to the initial term specified in the associated AGREEMENT unless either party notifies the other of their intention not to renew the AGREEMENT in writing no later than thirty (30) days before the expiration of the then current term. Services rendered by JMARK to CLIENT pursuant to a work order not containing a duration of term will be deemed to be completed and rendered upon the completion of the specific services necessitating the work order.

3.5. Update or Modification Clause: Because this AGREEMENT is being entered into with an understanding that both parties wish the AGREEMENT to be in the best interest of both parties, a meeting may be requested by either party to re-negotiate the terms of this agreement in good faith.

4.0 MISCELLANEOUS PROVISIONS REGARDING SERVICES

4.1. Assumption of Risk: CLIENT understands that JMARK will not be liable for failure or delay in delivery of JMARK's services for reasons that are beyond JMARK's control or without JMARK's fault or negligence, including but not limited to: acts of God, or the public enemy, governmental action, fires, floods, earthquakes, epidemics, quarantine restrictions, labor difficulties, riots, insurrections, unusually severe weather, failure of the Internet, power failure, energy interruption or shortage, other utility interruption, or telecommunications interruption. Notwithstanding anything to the contrary contained anywhere in any AGREEMENT, CLIENT understands and acknowledges that in the normal course of business, despite all reasonable efforts by JMARK to protect CLIENT, CLIENT maintains a risk that unauthorized persons or entities may, among other things, gain access to, attach or impair the confidentiality, integrity, availability or operability of CLIENT's technology. CLIENT understands, acknowledges, accepts, and assumes the risk that events such as those described above may occur notwithstanding that JMARK has used reasonable efforts to provide any services in a professional manner.

4.2. Supplemental Services: JMARK, in its sole discretion, may also provide CLIENT with certain limited services needed by CLIENT on an as-needed or emergency basis where such services are not included within the scope of an applicable AGREEMENT, JMARK will notify CLIENT of the fees for any supplemental services requested by CLIENT and obtain CLIENT's approval prior to providing such supplemental services. In the event that JMARK reasonably determines that the supplemental services are required on an emergency basis, JMARK may provide such supplemental services without the consent of CLIENT and thereafter provide notice of the supplemental services to CLIENT; and CLIENT will pay for such supplemental services in accordance with JMARK's standard hourly rates.

4.3. License and Use of Intellectual Property: If JMARK provides software or other intellectual property to CLIENT, then CLIENT understands that CLIENT's use of such software or intellectual property will be subject to any applicable copyright(s) and user license(s) provided for by the manufacturer.

4.4. Warranties of Services: JMARK warrants that it will provide its services to CLIENT in a workmanlike manner consistent with this and other AGREEMENTS and generally accepted industry standards of care and competence. It is understood by the parties that materials provided by third parties (such as hardware, software, etc.) that are merely installed by JMARK are not covered by the provisions of this Section; however, the services contemplated within this section do include any labor performed by JMARK in the installation and implementation of such third party materials.

4.5. Third Party Services: From time to time JMARK will work with a third party vendor or manufacturer that supports a product for CLIENT. JMARK makes no independent warranty with respect to any services performed or materials provided by a third party. JMARK hereby transfers whatever transferable warranties and indemnities JMARK receives from applicable third parties that perform services or provide materials, including any transferrable warranties and indemnities respecting patent infringement. JMARK agrees that its agreements with third parties that may access or otherwise be depended upon to ensure the security and privacy of CLIENT's confidential data, will ensure the confidentiality, security and privacy of CLIENT's data at a level at least equal to this AGREEMENT. JMARK further agrees that it will monitor compliance with the specified safeguards as appropriate and promptly respond to reasonable requests made of it by CLIENT, regarding such monitoring.

4.6. Ownership of Equipment: In some cases, JMARK will provide to CLIENT, equipment for the purpose of providing services. This equipment may or may not be owned by CLIENT. In the event of a catastrophe, where a unit is destroyed or damaged on CLIENT premises or stolen from CLIENT premises, replacement of the unit will be the responsibility of CLIENT. If the equipment is owned by JMARK, CLIENT agrees to return the equipment if requested, not modify any equipment in any way, and further agrees to cease the use of any technology that remains the property of JMARK upon termination of any AGREEMENT.

4.7. Ownership of Data: The data being stored on any equipment and at a datacenter remains the sole property of the CLIENT. If CLIENT chooses to terminate services, JMARK will assist CLIENT in the orderly termination of services as specified in Part 3 of this Master Services Agreement.

4.8. Passwords: CLIENT acknowledges that JMARK must have access to any and all systems and resources to perform their duties under most AGREEMENTS. As such, JMARK must have access to any and all passwords as deemed necessary by JMARK in its sole discretion to perform its services under any applicable AGREEMENT.

4.9. Coverage: All services provided to CLIENT by JMARK will be performed during the hours of 8:00 AM to 5:00 PM U.S. Central Standard Time, Monday through Friday, excluding public holidays, unless alternate coverage terms are specified in an associated AGREEMENT. Services performed outside normal working hours will be subject to provisions and fees as listed in associated AGREEMENTS (or subject to JMARK's customary rates for such outside hours in the absence of a written AGREEMENT).

4.10. Equipment/Software/System Support: JMARK can provide support of all equipment, software, and systems as specified in an associated AGREEMENT, but requires that all hardware is covered under a currently active vendor support contract, that replaceable parts are readily available (as appropriate), and that all software is genuine, currently licensed, and vendor-supported. Should any hardware, software, or system fail to meet these provisions, they will be excluded from the associated AGREEMENTS, unless otherwise specified in associated AGREEMENTS. Should 3rd party vendor support charges be required in order to resolve any issues, these will be passed on to the CLIENT after first receiving the CLIENT's authorization to incur them.

4.11. Recovery for Current, Licensed Anti-Virus Protected Systems: Damages caused by, and recovery from, virus infection not detected and quarantined by the latest Antivirus definitions are covered, if specified in an associated AGREEMENT. This service is limited to those systems protected with a JMARK approved, currently licensed, vendor-supported anti-virus solution. If CLIENT does not maintain a current licensed or JMARK approved anti-virus software, repair and/or recovery may be billed at JMARK's normal hourly rate. As security requirements change, as well as the needs of a CLIENT's business, JMARK may recommend changing anti-virus software and/or other security solutions, to best protect CLIENT.

4.12. Security Services: As a part of some AGREEMENTS, JMARK can also provide security solutions that may consist of hardware, software, and services. These products provide no guarantee against a network compromise. However, JMARK will comply with all industry best practices respective to monitoring, management and alerting of device(s) provided as a part of associated AGREEMENTS.

4.13. Monitoring Services: JMARK may provide ongoing monitoring services and will document critical alerts, scans, and event resolutions to CLIENT. Should a problem be discovered during monitoring, JMARK shall make every attempt to rectify the condition in a timely manner if that is what the AGREEMENT calls for.

4.14. Vendor Support: For the purposes of any AGREEMENT, a Vendor is defined as any third-party entity which provides product(s) or service(s) to CLIENT. JMARK will provide vendor services and management as defined within an associated AGREEMENT.

4.15. Supported Vendor: A Supported Vendor is any vendor that supplies product(s) or service(s) for any JMARK covered device, software, or other technology within CLIENT's network or systems infrastructure.

4.16. Managed Vendor: A Managed Vendor is a Supported Vendor whose product(s) or service(s) support or provide major functionality or business processes within CLIENT's business operations; and the lack or interruption of said product(s) and/or service(s) may cause a significant impact to important function(s) of CLIENT's business operation(s), or to JMARK or JMARK's ability to provide the services contemplated

herein to CLIENT. Due to the effort and closeness in which JMARK may need to work with this type of vendor on CLIENT's behalf, Managed Vendors are often a JMARK services line item. The initial Managed Vendors included in JMARK coverage are named in associated AGREEMENTS, and shall be supported by JMARK as defined in said AGREEMENTS. Additional Managed Vendors may be added. Pricing for additional Managed Vendors is defined in associated AGREEMENTS.

4.17. Support and Escalation: JMARK will respond to CLIENT Support Tickets under the provisions of a specific associated AGREEMENT. Support Tickets should be opened by CLIENT employees or a designated Information Technology (IT) contact persons/area or division managers if requested by CLIENT. Support Tickets should be opened via the JMARK CLIENT Portal or by phone or email, if the portal is unavailable. Each support request will be assigned a ticket number for tracking. JMARK's escalation process is detailed in associated AGREEMENTS.

4.18. Performance: JMARK shall procure all permits, licenses, certificates, clearances or consents required in order that performance of an AGREEMENT complies with laws, ordinances, rules and regulations of any governmental unit or agency affecting the performance of any aspect of the Services. While JMARK is performing services related to an AGREEMENT for CLIENT, JMARK and its personnel shall follow all policies and rules of CLIENT respecting personnel, safety, and other matters, as stipulated by CLIENT from time to time.

4.19. Recording: CLIENT agrees that (i) JMARK may record any telephone calls that CLIENT or CLIENT's employees make to JMARK's facilities, and any telephone calls that JMARK makes from JMARK facilities to CLIENT's location or to CLIENT's employees, and (ii) JMARK, if audio or video capabilities service are applicable, may monitor and record all connected CLIENT facility audio and video feeds for quality assurance and testing and response purposes. CLIENT shall be solely responsible for, and indemnify JMARK with respect to all claims in connection with, any advisable or required policies, notices and consents with respect such audio/video monitoring and recording of CLIENT facilities or through CLIENT audio/video connections.

4.20. Minimum Standards: CLIENT agrees that certain IT hardware and software placed on CLIENT IT networks or systems could compromise security, and the ability of JMARK to efficiently support and guarantee service levels and IT network and system's health. As such, CLIENT agrees that JMARK must approve of any IT hardware or software purchases that could affect IT networks and systems, before such purchases are executed, that fall under the scope of an associated AGREEMENT. Failure to receive approval from JMARK for IT hardware or software purchases, may likely result in increased fees. Furthermore, to efficiently service and support CLIENT and guarantee service levels, as well as IT network and systems health and security, JMARK requires client systems (managed under an associated AGREEMENT), be within a certain set of standards, recognized as JMARK and industry best practices. When client systems are severely outside of these standards, it can be impossible for JMARK to support, service, and guarantee the security and health of the IT networks and systems. If CLIENT rejects remediation and replacement of poor performing IT hardware and software, then JMARK reserves the right to renegotiate the pricing of any AGREEMENT between the parties in order to bring the security, and network and system's health, up to minimum standards. This Minimum Standards clause, only applies under the scope of an associated AGREEMENT. For example, if JMARK manages only a CLIENT's server infrastructure and systems under an associated AGREEMENT, then the Minimum Standards only apply to hardware and software that could affect the server infrastructure.

5.0 CONFIDENTIALITY AND PRIVACY

5.1. Confidential Information: The parties agree at all times to hold in strictest confidence, and not to use, except for the benefit of the other party, or to disclose to any person, firm or corporation except for the benefit of the other party and with written authorization of an authorized officer of the other party, any Confidential Information of the other party or its customers. The parties hereto each understand that "Confidential Information" means any proprietary information of the other party, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business or

personal or financial information disclosed to one party by the other party either directly or indirectly, orally or by drawings or observation of parts or equipment. Each party hereto understands that Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act of either party or of others who were not under confidentiality obligations as to the item or items involved. JMARK has instituted policies and procedures to ensure the proper disposal of consumer information in accordance with applicable Federal and State requirements. In the event any court or regulatory agency seeks to compel disclosure of CLIENT's Confidential Information, JMARK shall, if legally permissible, notify CLIENT of the disclosure requirement and cooperate with CLIENT so that CLIENT may seek to legally prevent its disclosure. JMARK will not disclose or permit access to or the use of any non-public personal information of CLIENT's consumers by any person or for any purpose, other than as specifically required to fulfill JMARK's contractual obligations to CLIENT or as required by law. JMARK will not sell any information regarding CLIENT's customers or consumers for any reason.

5.2. Compliance with Government Regulations and Privacy Laws: JMARK will at all times fully comply with all applicable state, county, and municipal codes and regulations, and with all federal codes and regulations. In accordance with data privacy laws and regulations applicable to this AGREEMENT or any associated AGREEMENT, which may include but not be limited to the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA) and its implementing regulations, the Objectives of the Interagency Guidelines Establishing Information Security Standards, and Section 216 of the Fair and Accurate Credit Transactions Act (FACTA), JMARK agrees that it has implemented and will maintain an Information Security Program to protect CLIENT Confidential Information.

5.3. Parties' Documents: Each party hereto agrees that, upon termination of their obligations to each other, each party will deliver to the other (and will not keep in their possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed for the other party pursuant to performance of this AGREEMENT or otherwise belonging to the other party, its successors or assigns. JMARK shall properly destroy or return to CLIENT all Confidential Information obtained by JMARK pursuant to an AGREEMENT upon the earlier termination, or on CLIENT's demand.

5.4. Injunctive Relief and Indemnification: Each party hereto recognizes and agrees that disclosure or use of any Confidential Information in violation of these TERMS AND CONDITIONS may cause irreparable harm to the other party. Either party may seek and obtain injunctive relief against the other for a breach or threatened breach of these provisions, in addition to all other remedies which may be available.

5.5. Breach Reporting: Both JMARK and CLIENT will report to the other as soon as reasonably possible, any data security breach involving Confidential Information of the other party, and or each party's employees or clientele, and will cooperate with each other in taking actions to stop the intrusion, disclosure of data, or improper use of data, and to limit the effect of and investigate the scope and source of any data breach. If a breach of security results in an unauthorized intrusion into JMARK's systems which may negatively or materially affect CLIENT or its customers, JMARK shall take appropriate measures to stop the intrusion; report the intrusion to CLIENT within a reasonable time after the discovery of the intrusion; subsequently report the corrective action taken by JMARK in response to the intrusion; and provide reasonable assistance to CLIENT to provide any necessary disclosures about the intrusion by CLIENT to its customers as required by law. If JMARK has notified law enforcement agencies about the intrusion, JMARK may delay its notification of the intrusion to CLIENT if specifically requested by such law enforcement agencies.

5.6. Compliance Monitoring: Upon reasonable advance written notice, CLIENT shall have the right to review JMARK's compliance with the material terms of the AGREEMENT. This will be done for the sole purpose of understanding JMARK's security practices. JMARK shall grant CLIENT chaperoned access to JMARK's premises from time-to-time during regular business hours, upon reasonable notice from CLIENT to JMARK. CLIENT shall hold in confidence all information contained in or derived from JMARK's security practices and shall not disclose or use any such information except for the sole purpose of ensuring JMARK's compliance with the terms of the AGREEMENT. CLIENT agrees to comply with JMARK's policies

at all times while on JMARK's premises. Upon written request of CLIENT, JMARK shall provide to CLIENT summaries of internal security audits and security test results to confirm that JMARK is satisfying its obligations under the AGREEMENT, the GLBA, FACTA and the objectives of the Interagency Guidelines Establishing Information Security Standards (the "Guidance"). Further, during the term of the AGREEMENT, the following monitoring will be performed at JMARK's expense, and CLIENT's written request:

5.6.1. JMARK can provide to CLIENT an annual written statement, assuring that JMARK's information security program continues to meet the requirements of the AGREEMENT; and

5.6.2. JMARK can provide to CLIENT, annual copies of audits on JMARK's (i) internal controls to protect the (a) personal financial information of CLIENT's consumers or customers stored with, delivered to or accessed by JMARK pursuant to the AGREEMENT, and (b) any list, description or other grouping of CLIENT's consumers or customers (and publicly available information pertaining to them) stored with, delivered to or accessed by JMARK pursuant to the AGREEMENT that is derived using any personally identifiable consumer or customer financial information in CLIENT's possession that is not publicly available (collectively, "CLIENT Data"), (ii) the Information Security Program, and (iii) reviews to protect CLIENT Data. Such audits may be performed by JMARK's independent external auditors or other auditors, each of whom must be reasonably acceptable to CLIENT. Further, upon request by CLIENT, JMARK shall provide CLIENT annual updates of JMARK's (1) audit financial statements, (2) liability insurance coverage, and (3) if available, Service Organizational Control reports, prepared in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 16 (the "SOC Reports"). Each report prepared in connection with the audits required in this section shall contain JMARK's management response to any noted exceptions, together with appropriate target dates for completion of required or planned changes. If CLIENT's review of any of the audits raises issues concerning JMARK's continued compliance with the AGREEMENT or the requirements set forth in the GLBA, FACTA or the Guidance, CLIENT shall give written notice to JMARK of such issues. Within thirty (30) days from the date of CLIENT's initial written notification to JMARK, the parties shall agree upon a date by which the issues will be resolved. The parties will use their best efforts to resolve the issues, correct any problem or make appropriate changes to the AGREEMENT that do not materially alter the original obligations of the parties contained in the AGREEMENT.

5.7. Business Continuity and Contingency Plan: Throughout the term of the AGREEMENT, JMARK shall maintain in effect a complete disaster recovery and business continuity plan sufficient to satisfy all standards and requirements set forth in the GLBA, FACTA and the Guidance. JMARK shall test its plan in a commercially reasonable manner on an annual basis and document the results thereof and, on CLIENT's request, provide CLIENT with non-confidential summaries of the results of such tests.

5.8. JMARK's Information Security Program: Consistent with the GLBA and industry standards, JMARK must maintain a written Information Security Program that includes administrative, technical and physical safeguards designed to protect the security and confidentiality of the CLIENT Data, including, without limitation:

5.8.1. Limiting access to the CLIENT Data and the facilities where the CLIENT Data is maintained by JMARK;

5.8.2. Implementing technical and organizational security measures, including, without limitation, antivirus and spyware software, firewalls and intrusion detection systems, to protect the CLIENT Data against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure or access, in particular where the services involve the transmission of CLIENT Data over a network, (iii) alteration, and (iv) all misuse;

5.8.3. Implementing appropriate internal controls and procedures, including pre-employment screening procedures that include criminal background checks for all employees hired, to ensure that (i) unauthorized persons will not have access to the CLIENT Data, (ii) any persons JMARK authorizes to have access to the CLIENT Data will respect and maintain the confidentiality and security of the CLIENT Data, and (iii) the measures and procedures that JMARK uses will be sufficient to comply with all legal requirements;

5.8.4. Implementing monitoring systems;

5.8.5. Implementing disaster recovery and protection planning against certain environmental hazards; and

5.8.6. Implementing policies and procedures for detecting, preventing and mitigating identity theft.

5.9. Software: JMARK must provide CLIENT prior written notice of JMARK's intended use of a subcontractor to perform any portion of the services under the AGREEMENT. JMARK's notice shall identify the proposed subcontractor and detail what services it shall perform. JMARK's agreement with any subcontractor shall provide that, with respect to the subcontracted work, such subcontractor shall be subject to all of the obligations of JMARK specified in the AGREEMENT with respect to Customer Data. JMARK has overall accountability for the subcontractor's compliance with the standards governing the security, confidentiality, and disposal of the Customer Data set forth in the GLBA, FACTA and the Guidance. CLIENT shall have the right to monitor each subcontractor's compliance with the terms of the AGREEMENT, and JMARK shall cooperate with CLIENT to facilitate such monitoring. Upon request by CLIENT, JMARK shall provide CLIENT annual updates of each subcontractor's SOC Reports. Should a subcontractor fail or refuse to comply and adhere to the terms of the AGREEMENT or CLIENT's regulatory requirements, CLIENT may terminate the Agreement without penalty or termination fees upon thirty (30) days' prior written notice to JMARK.

6.0 WARRANTIES AND TANGIBLE PRODUCTS

6.1. Sale of Tangible Products: It is understood by the parties hereto that, as part of the services provided by JMARK, the sale and delivery of tangible personal property products may be made by JMARK to CLIENT.

6.2. Product Warranties: JMARK will honor manufacturer warranties for products. CLIENT, recognizing that JMARK is not the manufacturer of the products, expressly waives any claim that CLIENT may have against JMARK based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any product, as well as any right to indemnification from JMARK on account of any such claim made against CLIENT by a third party.

6.3. Disclaimers: EXCEPT FOR THE EXPRESS LIMITED REPRESENTATIONS AND WARRANTIES CONTAINED ANYWHERE IN THIS AGREEMENT, ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING SERVICES, MATERIALS OR TANGIBLE PRODUCTS PROVIDED BY JMARK, EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CONDITION OR INCREASED EFFICIENCY OF USE OF CLIENT TECHNOLOGY. JMARK DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.

6.4. Security Interest: To the extent that tangible products are not paid for in full by CLIENT at the time of delivery, CLIENT hereby grants to JMARK a purchase money security interest in each and every product purchased by CLIENT from JMARK, together with any proceeds thereof; and JMARK may, if necessary, file all applicable UCC filings for the limited purpose of protecting its security interest in the products. JMARK will have all rights and remedies for non-payment provided under applicable law with respect to each security interest. As to each product, JMARK's security interest will terminate when JMARK has received all amounts due to JMARK for that product.

6.5. Delivery and Title of Products: All shipments of JMARK are F.O.B. delivery to CLIENT. JMARK will use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to CLIENT's requested delivery dates. CLIENT acknowledges that delivery dates provided by JMARK are estimates and that JMARK is not liable for failure to deliver on such dates, provided that JMARK will use commercially reasonable efforts to inform CLIENT of delivery status. JMARK shall pass the actual fees associated with shipping and insurance onto CLIENT. JMARK reserves the right to make delivery in installments. Delivery of a quantity, which varies from the quantity specified, will not relieve CLIENT of the obligation to accept delivery and pay for the products delivered. Delay in delivery of one installment will not entitle CLIENT to cancel other installments.

6.6. Acceptance and Returns: All sales of tangible products are final except with respect to products that do not meet applicable manufacturer's specifications or that are not identified in the AGREEMENT; however, JMARK reserves the right in its sole discretion to exchange or accept return of product as the circumstances warrant. CLIENT is deemed to have accepted the products unless written notice of rejection is received by JMARK within ten (10) days after delivery of the products.

7.0 LIABILITY

7.1. Infringement: JMARK agrees to defend or settle, at its discretion, any claim against the CLIENT alleging that any service or JMARK-owned materials directly infringe any U.S. patent, copyright, or trademark; provided that: (i) the subject service or JMARK-owned material is used strictly as permitted by an AGREEMENT; and (ii) CLIENT provides JMARK with prompt written notice of each such claim, tenders to JMARK the defense or settlement of each such claim at JMARK's expense, and cooperates with JMARK, at JMARK's expense, in defending or settling each such claim. If JMARK receives notice of an alleged infringement, or if CLIENT's use of the subject service or JMARK-owned material is prevented by permanent injunction, JMARK may, at its sole option and expense, procure for CLIENT the right to continue using such items as provided herein, modify such items so that they are no longer infringing, or replace such items with other items of equal or superior functional capability. The rights granted to CLIENT under this section will be CLIENT's sole and exclusive remedy and JMARK's sole obligation for any alleged infringement of any patent, copyright, trademark or other proprietary right.

7.2. Indemnification: CLIENT and JMARK will, at each respective party's sole expense, defend, indemnify, and hold harmless the other party and any of its parents, affiliates and subsidiaries from any and all claims or liability arising from: (i) any negligence or misconduct on the part of the other party (including such other party's employees and agents; (ii) any event alleged to be caused by the failure of any of either party's technology; or (iii) any claim that either party's technology, including the use of either party's technology by the other party, infringes any third party patent, trademark, copyright or other right.

7.3. Limitation of Liability: In addition to all other liability limitations contained in herein, JMARK will not be liable for delay in JMARK's performance or failure to perform when such delay or failure is due to unforeseen causes, as identified in Section 3.1. To the fullest extent allowable under applicable law, in no event will JMARK be liable for any special or consequential damages suffered by CLIENT for reasons beyond JMARK's control and without JMARK's fault or negligence. Additionally JMARK shall not be responsible for failures to provide service if any the following exclusions exist: (a) Problems caused by resources on the CLIENT's network that interfere with the service; or (b) Changes made to the CLIENT network not communicated to JMARK; or (c) Loss of Internet connectivity to the CLIENT site for any reason; or (d) Service failures that result from any actions or inactions of the CLIENT contrary to IT Service's recommendations; or (e) CLIENT has denied JMARK access to facilities to fix issues that cannot be performed remotely. While JMARK agrees to take reasonable actions consistent with good industry practices to assure regular backups and the ability to restore or replicate lost data, it is not liable if such restoration or replication is not possible, or is not fully possible, despite its due care and implementation of appropriate backup procedures. Unless otherwise specified herein, in no event will CLIENT's recovery from JMARK for any claim exceed (i) the purchase price for the products paid for product giving rise to the claim; or (ii) the amounts paid for the product maintenance or services giving rise to the claim that were provided during the six (6) months preceding the claim. These limitations of liability apply to all causes of action or claims in the aggregate.

7.4. Insurance and Risk of Loss: CLIENT will provide insurance through appropriate Property, Inland Marine, Valuable papers, or other form of casualty insurance for the full replacement cost of all JMARK owned equipment sold to CLIENT as a service offering. Such insurance will be provided through companies that are reasonably acceptable to JMARK, and each policy will name JMARK as an insured or additional insured party and will, upon the written instructions of JMARK, contain a mortgagee payable clause to such person or firm as JMARK may designate. CLIENT will cause JMARK to be provided with a certificate of insurance and with a copy of all actual policies at all times during the continuation of CLIENT's obligation to pay for JMARK owned equipment sold as a service. Each policy will contain a provision that prohibits termination of coverage without at least fifteen (15) days written notice to JMARK. The required insurance

may contain a reasonable deductible not to exceed one thousand dollars (\$1,000) for losses attributable to any one event or occurrence.

8.0 AGREEMENT AND AGREEMENT CONSTRUCTION

8.1. Headings and Counterparts: The headings contained herein are for purposes of convenience only and will not affect the meaning or interpretation of these TERMS AND CONDITIONS. These TERMS AND CONDITIONS may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.2. Binding Effect: These TERMS AND CONDITIONS will be binding upon and will inure to the benefit of JMARK, and their respective successors and assigns, and upon the CLIENT, and their heirs, personal representatives, successors and assigns.

8.3. Notices: Any notices authorized or required to be given hereunder may be personally delivered to the respective parties as designated below, or by depositing the same in the mail, postage fully prepaid, certified, return receipt requested. Either party will notify the other party as soon as is practicable upon the change of address for notification purposes. If properly addressed and mailed pursuant to the terms of this paragraph, delivery of notices will conclusively be deemed to have been made three (3) days after mailing.

For JMARK	For CLIENT
Name: Thomas Douglas	Company Name: _____
Title: President	Individual Name: _____
Address: 601 N. National Ave, Suite 102 Springfield, MO 65802	Title: _____
	Address: _____

8.4. Assignment: Rights and obligations pursuant to these TERMS AND CONDITIONS may not be assigned or delegated by CLIENT or JMARK unless express written consent is first obtained from the other party. Any attempted assignment or delegation by either party without prior written consent will be void; and may thereafter immediately terminate these TERMS AND CONDITIONS for cause.

8.5. Survivability: All provisions herein relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, payment, and no hiring, and any other provisions, which must survive in order to give effect to their meaning, will survive termination.

8.6. Choice of Law and Venue: This instrument will be construed and enforced under the laws of the State of Missouri. The parties consent and submit to the jurisdiction and venue of the State and Federal courts located in Greene County of the State of Missouri for any dispute relating to the terms, interpretation, or performance of these TERMS AND CONDITIONS.

8.7. Entire Agreement: It is agreed and understood by all parties that this instrument constitutes the entire agreement between the parties. No additional promises, agreements, and conditions have been entered into other than those expressly set forth herein. All of the foregoing TERMS AND CONDITIONS of this AGREEMENT will apply to both parties unless otherwise specifically excepted pursuant to a JMARK SCHEDULE OF EXCEPTIONS signed and dated by all parties. These TERMS AND CONDITIONS may not be modified or amended without the written, signed consent of all parties except as otherwise provided herein. These TERMS AND CONDITIONS are intended to be incorporated into and to become a part of all AGREEMENTS wherein JMARK is to provide services to the CLIENT. Therefore, it is the intention that these TERMS AND CONDITIONS be read in conjunction with and in harmony with such written AGREEMENTS.

8.8. Waiver: All parties to these TERMS AND CONDITIONS agree that the failure of any party to strictly enforce any provision of these TERMS AND CONDITIONS will never result in a waiver of such party to

subsequently enforce the conditions of these TERMS, and delivery of services or products by JMARK after breach of this Agreement by CLIENT will not waive any rights or remedies accruing to JMARK as a result of such breach.

8.9. Forbearance: Failure to pursue any legal or equitable remedy or right available to a party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision.

8.10. Severability: In the event that any provision of these TERMS AND CONDITIONS, or part of any provision, is declared to be invalid for any reason, it will not affect the validity of any other provision, and all other provisions will remain in full force and effect.

8.11. Incorporation into Agreements: These TERMS AND CONDITIONS will be effective, and the provisions herein will remain in effect, during the term(s) of all AGREEMENTS between the parties hereto. The provisions of these TERMS AND CONDITIONS are and will be incorporated by reference into all AGREEMENTS between the parties hereto even if any AGREEMENTS do not directly refer hereto. It is the intention of the parties that these TERMS and CONDITIONS will be in harmony with all AGREEMENTS between the parties and will be applicable to all AGREEMENTS between the parties; however, in the event that these TERMS AND CONDITIONS conflict with any express provision in another service contract or other agreement between the parties, then the terms of the service contract or other agreement will control only to the extent of such conflict.

8.12. Agreement not Exclusive: Nothing in these TERMS AND CONDITIONS will preclude JMARK from at any time performing work or services to third parties other than the CLIENT, and JMARK will at all times be free to make their services available to the general public.

9.0 MISCELLANEOUS

9.1. Non Solicitation of Employees: CLIENT and JMARK agree that the personnel of CLIENT and JMARK are critical to CLIENT and JMARK's ability to provide services. CLIENT and JMARK agree not to solicit, make offers of employment, or hire in any capacity, either directly or indirectly, or enter into any consulting relationships or agreements with, any CLIENT or JMARK employee or personnel associated with an AGREEMENT during the term of or for a period of one (1) year after the termination of any AGREEMENT, without the consent of the other party. If CLIENT or JMARK violates this prohibition, CLIENT or JMARK will immediately pay to the other an amount equal to two and one-half (2.5) times of the annual compensation of the employee or personnel solicited or hired as liquidated damages, it being understood that the actual damages sustained by either party for a violation would be difficult, if not impossible, to ascertain.

9.2. Costs, Expenses, and Attorney Fees: The prevailing party will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, expert fees and other related expenses incurred in connection with any enforcement of rights herein in law or in equity, including an action for declaratory relief.

THIS IS A BINDING LEGAL DOCUMENT. BEFORE AGREEING TO THESE TERMS AND CONDITIONS, THE PARTIES DECLARE THAT THEY HAVE LEGAL CAPACITY AND ARE DULY AUTHORIZED TO ENTER INTO THESE TERMS AND CONDITIONS, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

IN WITNESS WHEREOF, this AGREEMENT has been signed on the date or dates indicated opposite the signature of each party hereto.

Solution Proposal

Prepared For

City of Bolivar

Infrastructure Renewal
Proposal #: 024602 v1

Server & Network Hardware Needs.



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Server Hardware	Price	Qty	Total
HPE ProLiant DL360 Gen10	\$9,228.40	2	\$18,456.80
<ul style="list-style-type: none"> • 1 x Intel Xeon Gold 5218 16-Core CPU <ul style="list-style-type: none"> ○ 2.3 GHz base clock speed ○ 3.9 GHz turbo clock speed • 256 GB RAM (8 x 32 GB) • 4 x 10 Gigabit Ethernet (10GBASE-T) • 2 x 800W Platinum Power Supplies • HPE 32 GB SD Card • HPE iLO Advanced • HPE 3 Year Foundation Care • 4 - 6 ft. Blue Network Patch Cables (Data) • 1 - 6 ft. Yellow Network Patch Cables (ILO) 			
Subtotal:			\$18,456.80

Storage Hardware	Price	Qty	Total
HPE Nimble HF40 Hybrid SAN	\$60,304.24	1	\$60,304.24
<ul style="list-style-type: none"> • HPE Nimble HF40 SAN • 21TB Raw Capacity HDD • 2.8TB Raw Capacity SSD • 18% FDR Ratio • 4 x 10 Gigabit Ethernet (10GBASE-T) • NVRAM powered in-line compression and de-duplication • Sequential data delivery • 32.6TB estimated effective storage • Instant snapshot, duplication and replication technology • AI driven monitoring and problem resolution • HPE Guaranteed up-time of 99.9999% • 3 year 24x7x4 support 			
Subtotal:			\$60,304.24

Backup Hardware	Price	Qty	Total
Backup Storage NAS	\$5,699.16	1	\$5,699.16
Synology Scalable 8-bay NAS for Small- to Medium-sized Businesses - Intel Atom C3538 Quad-core (4 Core) 2.10 GHz - 8 x HDD Supported - 8 x SSD Supported - 4 GB RAM DDR4 SDRAM - Serial ATA Controller - RAID Supported 0, 1, 5, 6, 10, Basic, Hybrid RAID, JBOD		1	

Backup Hardware	Price	Qty	Total
Seagate IronWolf Pro 12 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - 7200rpm - 5 Year Warranty		8	
Synology Ethernet Adapter - PCI Express 3.0 x8 - 2 Port(s) - Optical Fiber		1	
Cisco SFP+ Network Cable - 9.84 ft SFP+ Network Cable for Network Device - First End: 1 x SFP+ Network - Second End: 1 x SFP+ Network		2	
		Subtotal:	\$5,699.16

Server Switching Stack	Price	Qty	Total
Server Switching Stack	\$8,149.93	2	\$16,299.86
Cisco Catalyst C9200-24PXG Ethernet Switch - 24 Ports - 3 Layer Supported - Modular - Twisted Pair - Lifetime Limited Warranty		2	
Cisco Smart Net Total Care - 3 Year Extended Service - Service - 24 x 7 x 4 Hour - Exchange - Parts - Physical, Electronic Service		2	
Cisco Digital Network Architecture Essentials for Catalyst 9200 - Term License - 24 Port - 3 Year		2	
CISCO - NETWORK STACKING MODULE		2	
Cisco 4 x 1G/10G Network Module - For Data Networking10 Gigabit Ethernet - 10GBase-X4 x Expansion Slots		2	
		Subtotal:	\$16,299.86

Workstation Switching Stack	Price	Qty	Total
Workstation Switching Stack	\$7,745.00	4	\$30,980.00
Cisco Catalyst C9200-48P Layer 3 Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair - Lifetime Limited Warranty		4	
Cisco Smart Net Total Care - 3 Year Extended Service - Service - 24 x 7 x 4 Hour - Exchange - Parts - Physical, Electronic Service		4	
Cisco Digital Network Architecture Essentials for Catalyst 9200 - Term License - 48 Port - 3 Year		4	
CISCO - NETWORK STACKING MODULE		4	

Workstation Switching Stack	Price	Qty	Total
Cisco 4 x 1G/10G Network Module - For Data Networking10 Gigabit Ethernet - 10GBase-X4 x Expansion Slots		4	
	Subtotal:		\$30,980.00

Software	Price	Qty	Total
VMware vSphere v.7.0 Standard - License - 1 Processor	\$995.00	2	\$1,990.00
VMware Basic Support & Subscription - 1 Year - Service - 12 x 5 x 4 Business Hour - Technical - Electronic Service	\$275.00	2	\$550.00
VMware vCenter Server v.7.0 Standard - License - 1 Instance	\$5,995.00	1	\$5,995.00
VMware Support and Subscription Basic - 1 Year - Service - 12 x 5 x 4 Business Hour - Technical - Electronic Service	\$1,250.00	1	\$1,250.00
	Subtotal:		\$9,785.00

Labor**Total****Fixed fee labor - Installation and configuration****\$15,050.00**

As part of this fixed price project, JMARK will provide the below services based on industry best practices. All installations that require downtime will be scheduled outside normal business hours.

Switches

- Prepare switch(es) for installation at City of Bolivar.
- For switch replacements, mirror configuration of current switch(es).
- Communicate service window with the customer.
- Install the newly configured switch(es) at the customer location.
- Enable PoE in preparation for potential future use.

Server and SAN

- Assemble HPE DL360 Gen10 servers.
- Assemble and configure HPE Nimble HF40 SAN.
- Install VMWare ESX vSphere on the HPE DL360 Gen10 servers.
- Install equipment on-site.
- Install HPE Nimble plugins in vCenter.
- Configure VVOLs and connect VASA provider to vCenter.
- Create snapshot policy.
- Present datastores to ESX.
- Add new hosts to vCenter and create new HA cluster.
- Move devices from old storage and compute to new storage and compute using vMotion.
- Decommission old hosts.
- License vCenter and host with the new licensing bought on this project.
- Update backups and documentation.

Backups and NAS

- Assemble and install Synology NAS.
- Install equipment on-site.
- Install latest version of Veeam Backup and Replication.
 - If Veeam Backup and Replication is already installed, update the software to the latest version.
 - If more than one branch is being backed up, install one Veeam Agent per branch.
- Connect Synology NAS to Veeam Backup server using iSCSI with MPIO.
- Configure or update local backup jobs.
- Configure or update remote backup jobs.
- If an old backup system was in use, decommission the old backup system.
- Migrate officer body cam footage to new NAS.
- Monitor for 5 consecutive successful backups.

Any work performed outside of the scope of work stated above may be billed separately at JMARK's standard hourly rates with prior written approval from City of Bolivar.

Subtotal: \$15,050.00

Proposal Information:

Quote #: 024602
Version: 1
Delivery Date: 09/01/2020
Expiration Date: 10/01/2020

Prepared for:

City of Bolivar
PO Box 9 29
Bolivar, MO 65613
Brent Watkins
bwatkins@bolivar.mo.us
(417) 328-5850

Prepared by:



JMARK Business Solutions, Inc
Travis Hedrick
417-863-1700
Fax 417-863-2400
thedrick@jmark.com

Quote Summary*

	Total
Server Hardware	\$18,456.80
Storage Hardware	\$60,304.24
Backup Hardware	\$5,699.16
Server Switching Stack	\$16,299.86
Workstation Switching Stack	\$30,980.00
Software	\$9,785.00
Labor	\$15,050.00
Subtotal	\$156,575.06
Shipping	\$275.00
Total	\$156,850.06

GreatAmerica Financing*

60 Months, \$1 Lease, 0 Advance Payments

No. of Payments	Monthly Total
60	\$2,853.15

*Applicable City, County, and State Taxes will be applied at time of final invoicing.

Hardware & Software are due at signing. Labor is to be billed at JMARK's standard hourly rate unless otherwise specified on the quote or covered under contract. All other charges are due within 30 days following the date billed. Accounts not paid by the due date will bear interest at the rate of 1.5% per month until paid. If JMARK is required to refer an account to attorneys for collection, client agrees to pay all costs of collection, including reasonable attorneys fees. A 20% restocking fee will be added to any parts that are returned to JMARK by CLIENT.

All quotes are valid for 30 days from the date of proposal.

For complete Terms and Conditions please visit: <http://www.JMARK.com/terms>.

Signature

Date

Solution Proposal

Prepared For

City of Bolivar

Labor to Configure New Computer
Proposal #: 024606 v1

Optional Services



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Labor	Total
Fixed fee labor	\$400.00
<p>As part of this fixed price project, JMARK will provide the below services based on industry best practices. All installations that require downtime will be scheduled outside normal business hours.</p> <p>This price is to provide a per computer labor cost to configure new computers.</p> <p>Configure computer to specifications required by the City of Bolivar.</p> <p>Any work performed outside of the scope of work stated above may be billed separately at JMARK's standard hourly rates with prior written approval from City of Bolivar.</p>	
Subtotal:	\$400.00

Proposal Information:

Quote #: 024606
Version: 1
Delivery Date: 09/01/2020
Expiration Date: 10/01/2020

Prepared for:

City of Bolivar
PO Box 9
Bolivar, MO 65613
Brent Watkins
bwatkins@bolivar.mo.us
(417) 328-5850

Prepared by:

JMARK Business Solutions, Inc
Travis Hedrick
417-863-1700
Fax 417-863-2400
thedrick@jmark.com

Quote Summary*

	Total
Labor	\$400.00
Total	\$400.00

*Applicable City, County, and State Taxes will be applied at time of final invoicing.

Hardware & Software are due at signing. Labor is to be billed at JMARK's standard hourly rate unless otherwise specified on the quote or covered under contract. All other charges are due within 30 days following the date billed. Accounts not paid by the due date will bear interest at the rate of 1.5% per month until paid. If JMARK is required to refer an account to attorneys for collection, client agrees to pay all costs of collection, including reasonable attorneys fees. A 20% restocking fee will be added to any parts that are returned to JMARK by CLIENT.

All quotes are valid for 30 days from the date of proposal.

For complete Terms and Conditions please visit: <http://www.JMARK.com/terms>.

Signature _____

Date _____