

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, OCTOBER 19, 2016

### 8TH DAY OCTOBER REGULAR

The Adair County Commission convened at 8:30 a.m. on October 19, 2016 in the Courthouse at Kirksville. All Commissioners were present.

At 9:00 a.m., the Commission met with Donnie Waybill, Adair County Assessor, to discuss a license agreement to utilize software for personal property appraisals and real estate appraisals. The cost of the software access will be \$1,295 per year and the contract will remain in force as long as each party is in compliance. There is also a service contract to install and maintain the software at a cost of \$650 per year. This will remain in force for one year and then automatically renew until provider is notified in writing.

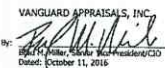
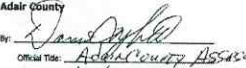
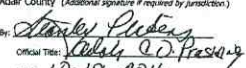
Commissioner Adams moved to approve the license agreement and service contract with Vanguard Appraisals, Inc. Commissioner Thompson seconded the motion with all in favor.

During the afternoon, students from Mary Immaculate School in Kirksville toured the Adair County Courthouse. The office holders gave informational talks to children ranging from 3rd grade through 8<sup>th</sup> grade.

The Commission spent the rest of the day attending to County business.

The Adair County Commission adjourned at 4:00 p.m. on October 19, 2016.

IN REF. ORDER NO 11 Fully Executed Service Contract with Vanguard Appraisals, Inc.

<p style="text-align: center;">Vanguard Appraisals, Inc.</p> <p style="text-align: center;"><b>SERVICE CONTRACT</b> Pro Version Upgrade</p> <p>This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Adair County, MO, Assessor ("Client").</p> <p>WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:</p> <ol style="list-style-type: none"> <li>1. <b>TERM.</b> This contract is for a one year period upon software installation or commencing on 02/1/2017. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.</li> <li>2. <b>INSTALLATION AND TRAINING.</b> Vanguard shall install and test the software on the Client's equipment. Up to 6 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See Item 8 for additional installations.</li> <li>3. <b>ENHANCEMENTS, UPDATES AND VERSION CONTROL.</b> As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard; all updating information, i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days will respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).</li> <li>4. <b>CONSULTATION.</b> All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunctions, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).</li> <li>5. <b>ADDITIONAL SERVICES.</b> Additional training and on-site consultation, such as manual level updates, back-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).</li> <li>6. <b>ADDITIONAL INSTALLATIONS.</b> If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.</li> <li>7. <b>LIMITED WARRANTY.</b> Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and amount, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for however caused, even if Vanguard knew or should have known of the possibility of such damages, in no event shall Vanguard's cumulative liability for however caused, exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.</li> <li>8. <b>SERVICE CONTRACT FEES.</b> The total service contract fee for the term is as follows:              License - PRO0150              Pro Version Upgrade: \$ 650.00              All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, surtaxes, or deductions of any nature.</li> <li>9. <b>MISCELLANEOUS.</b> This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof, (b) may be amended only by a writing signed by both parties, (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without taking its intent or advantage from the Contract. If no such modification is possible, and other provisions of the Contract shall remain in full force and effect. A waiver by either party of any term or condition of the Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.</li> </ol> <p style="text-align: center;">1 October 11, 2016</p>	<p style="text-align: center;">Vanguard Appraisals, Inc.</p> <p style="text-align: center;"><b>SERVICE CONTRACT</b> Signature Page</p> <p style="text-align: center;">VANGUARD APPRAISALS, INC.</p> <p>By:           Donnie Waybill, Assessor/Chief Appraiser/CIO          Date: October 11, 2016</p> <p style="text-align: center;">M00001 Adair County</p> <p>By:           Official Title: Adair County Assessor          Date: 10/19/2016</p> <p>Adair County (Additional signature if required by jurisdiction)</p> <p>By:           Official Title: Adair County Assessor          Date: 10-19-2016</p> <p>PRO0150 Pro Version Upgrade This contract is for a one year period upon software installation or commencing on 02/1/2017</p>
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ATTEST:  County Clerk  Presiding Commissioner