

RE: Agreement for IT Services

Background:

As the City of Nixa continues to grow rapidly, our operational needs and reliance on technology are increasing across all departments. To ensure we are positioned for continued success, we must partner with an IT provider capable of growing with us and adapting to the ever-evolving demands of government technology.

With this in mind, staff initiated a comprehensive review of our current IT services structure and evaluated potential service providers. The goal was to identify a long-term partner who could provide reliable, secure, and scalable solutions tailored to municipal government. Following this process, Forward Slash Technology (FST), a Missouri-based IT provider with significant experience in serving governmental clients, was selected as the preferred vendor.

Analysis:

The attached agreement with FST includes a wide range of services critical to maintaining and advancing our IT infrastructure. Some of the key elements include:

- **Managed Services Support** (Standard 7am–6pm, Mon–Fri): Ensures full-service IT support across departments. Additional support is also provided after hours.
- **Cybersecurity Services:** Includes One-Source Security (OSS) for up to 150 devices, Risk Management Services, and Business Continuity/Disaster Recovery planning.
- **Email Protection & Archiving:** Comprehensive email security and archiving solutions.
- **Infrastructure Security Management:** Oversight of current firewall systems and mobile device management.
- **Procurement, Cloud & Backup Management:** FST will manage hardware sourcing and support the City's backup infrastructure.
- **Reduced Labor Rates for Managed Services:** \$95/hour for core managed services.

The agreement is for an initial **three-year term**, with automatic **two-year renewals**, unless terminated with appropriate notice. The costs associated with the agreement includes a one-time onboarding cost of \$28,059.43 and an annual recurring cost (ARC) of \$218,614.76. The agreement includes an annual increase of 0.11 percent for years 2 and year 3. If we were to renew the contract for year 4, and year 5, the increase would be an additional 0.08 percent per year.

Recommendation:

Staff recommends the City Council approve the resolution authorizing the City Administrator to execute the Services Agreement with Forward Slash Technology, LLC. This partnership will allow us to modernize, secure, and scale our IT systems in alignment with our growth and the increasingly complex demands of municipal operations.

MEMO PREPARED BY:

Jimmy Liles | City Administrator

Jliles@nixa.com | 417-725-3785

RESOLUTION NO. 2025-36

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH FORWARD SLASH TECHNOLOGY LLC FOR INFORMATION TECHNOLOGY SERVICES.

WHEREAS the City Council desires to authorize the City Administrator to execute a contract with Forward Slash Technology LLC for Information Technology services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Council hereby authorizes the City Administrator, or designee, to execute a "Services Agreement," and "Master Addendum" with Forward Slash Technology. Said documents shall be in substantially similar form as "Resolution Exhibit A," and "Resolution Exhibit B," which are attached hereto and incorporated herein by this reference as though fully set out herein.

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS 22nd DAY OF July 2025.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2025.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Services Agreement

This Services Agreement ("Agreement") is made and entered into this 08-01-2025 (hereinafter "Effective Date"), by and between Forward Slash Technology, LLC (hereinafter "FST"), a Missouri Corporation located at 12825 Flushing Meadows Drive, Ste. 100, St. Louis, MO 63021 and

The City of Nixa, Missouri (hereinafter "Client"), a Missouri

☐ Corporation ☐ LLC ☒ Gov ☐ Non Profit ☐ Other _____

located at 715 W. Mt. Vernon Street, P.O. Box 395, Nixa, MO 65714.

WHEREAS, FST is engaged in the business of providing a full range of Information Technology Services and functions; and

WHEREAS, Client desires to retain FST to perform Information Technology Services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

Contracted Services

We agree to provide the services ("Services") described in the accompanying and future engagement agreement(s) (i.e. Statements of Services, Statements of Work ("SOW"), Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Service Orders or Quotation(s)) including any modifications or additional agreements in accordance with the terms herein. Any such future approved Services shall be incorporated herein by reference. In the event that the scope of the Services is expanded, revised, or modified, the parties shall prepare and sign an amended or new Services Agreement, which likewise shall be attached hereto and incorporated herein by reference.

Terms and Conditions

- 1) This Service Agreement is tendered for its acceptance in its entirety within thirty (30) days from the Client's receipt, after which it is to be considered null and void.
- 2) New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with FST's services may have anomalies, performance or integration issues unknown to FST which can impact the timely, successful implementation of information systems. FST will inform the Client promptly if this occurs and will attempt to

analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. FST is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of FST's services at the rate stated in the proposal whether or not a successful solution is achieved.

- 3) Client is responsible for the application, operation and management of its information technology environment based on, including but not limited to: (a) purchasing, licensing and maintaining hardware and software in accordance to "Industry Best Practice"; (b) develop, maintain and follow industry compliant operating procedures; (c) develop, maintain and follow appropriate protective measures to safeguard the hardware, software and data from unauthorized duplication, modification, destruction or disclosure; (d) develop, maintain and follow adequate backup and contingency plan(s).
- 4) **PROCUREMENT** - Client will reimburse FST for materials purchased for the Client's use. Materials may include, but not limited to, computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client.
- 5) **STANDARD RATES:**

⁵Manages Services Labor (Level 1-2, Helpdesk Technicians): \$95.00/Hour

Project Management: \$125/Hour

Training Specialist: \$125/Hour

Wiring Specialist (Low Voltage, Infrastructure Management): \$125/Hour

Engineering (Network): \$150.00/Hour

Engineering (Telecommunications): \$150.00/Hour

Engineering (Audio/Video, Video Surveillance, etc.): \$150/Hour

Engineering (Cyber Security Operations, Security+, etc.): \$200.00/Hour

Programming (Web Development, Software Development, etc.): \$175.00/Hour

CEO Services: \$225/Hour

Overtime Labor Rate: 1.5 times Standard Labor Rate

Holiday Labor Rate: 2.0 times Standard Labor Rate

Portal-to-Portal Drive Time: .5 times Standard Labor Rate

Client will reimburse FST for travel and other expenses and will be billed separately as indicated below (Outside 100-mile radius from an FST office location):

Expenses: Actual

Meals Per Diem: \$50.00/Day (USD)

Mileage: Mileage will be reimbursed at the standard rate established by the IRS in effect at the time the mileage is incurred.

Car Rental: Actual

Hotel/Parking/Taxi/Other: Actual

Airfare: Actual

- 6) Invoices, which shall include any applicable taxes, levies and duties, are due on receipt and shall be sent to the physical or electronic address (email) specified by the parties. All amounts which are more than thirty (30) days past due shall accrue interest from the due date at a rate equal to the lesser of one and one-half percent (1 ½%) per month or any part of a month (eighteen percent [18%] per annum) or the highest rate allowed by applicable law. Each party shall notify the other in writing within thirty (30) days from receipt of an invoicing error. FST may grant an extended payment term on the portion of the invoice which is in dispute: the remainder of the invoice shall be timely paid notwithstanding the extension. Client agrees to pay to FST any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by FST in the collection of any amounts owing from Client to FST. Within forty-eight (48) hours of receipt of invoice by Client, Client shall provide FST with any details required for billing questions or disputes. Client shall include in the request for details reference to the specific invoice(s) in question.

Term and Termination

- 1) The Term of the agreement shall commence on the Effective Date and shall remain in force for a period of three (3) years and, unless earlier terminated as provided below, shall continue until completion of the services in the Statement of Services above or any subsequent Statements of Work, Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Investment Summary, Service Orders or Quotation(s). The agreement will automatically renew at the end of each term for a further two (2) year term unless either party gives the other written notice of termination at least ninety (90) days prior to the end of the relevant term.
- 2) Client may terminate this Agreement at any time if FST fails to perform the services in a workman like manner, or materially breaches this Agreement, by delivery of a written notice to FST of its intent to terminate and specific reasons for termination. FST will have ninety (90) days from the receipt of such notice to correct the stated problem. If at the end of such ninety (90) day period FST has not corrected the stated problem to Client's satisfaction, then Client may terminate the Agreement, unless it is due to manufacturer(s), software vendor(s), developer(s), provider(s) negligence or otherwise outside the control of FST.
- 3) FST may terminate this Agreement at any time if Client fails to follow FST's recommendations per industry best practices observed by the National Institute of Standards and Technology (NIST) or any other governing or auditory authority over Client and/or creates a security/data breach risk. Termination or expiration of the Agreement will not affect the provisions of the Agreement relating to the payments of amounts due or the provisions related to Ownership of Intellectual Property, Limited Warranties, Limitation of Liability, Indemnification, Non-Solicitation of FST's employees, Music Rights Fees and Disclaimers of this Service Agreement, all of which survive termination or expiration of the Agreement, regardless of reason.

Ownership of Intellectual Property

Contemporaneously with payment by Client, FST hereby assigns to Client any and all rights, title and

interest, including without limitation copyrights, trade secrets and proprietary rights to the software, programs, systems, manuals, documentation and/or other deliverables developed or prepared specifically for Client hereunder (the "Deliverables") and covered by such payment. However, the Deliverables may include data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, middleware and workflow, SQL stored procedures, user navigation controls, data entry features, data connections, configurations, specifications, printouts, documentation, documents, notes, flow charts, programming techniques and leading practices ("Technical Elements") owned or developed by FST prior to, or independently from, its engagement hereunder and FST retains all rights thereto. Accordingly, to the extent that any Technical Elements are integrated into any Deliverables, FST hereby grants to Client a perpetual, worldwide, royalty free, non-exclusive license to use, copy and modify such Technical Elements as integrated into such Deliverables for its internal business use only. Conversely, Client grants to FST a perpetual, worldwide, paid-up license to use, sublicense, sell, copy and modify in the course of FST's business any Technical Elements developed in connection with this Agreement, so long as FST's use does not disclose confidential information or the identity of the Client. In addition, FST retains the right to use its general knowledge, experience and know-how even if developed or enhanced in the course of performing services for Client.

Limited Warranties, Limitation of Liability, Indemnification

- 1) Limited Warranties for all Services provided by FST. FST warrants that the services to be performed by FST will be performed in a professional manner by qualified personnel. FST and Client warrant that the persons signing on behalf of FST and Client have the requisite power and authority to enter into and perform its obligations under this Agreement.
- 2) FST warrants that the performance by FST of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations.
- 3) THE EXPRESS WARRANTIES SET FORTH ABOVE are IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FST BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE or SPECIAL DAMAGES (including without limitation damage for loss of profits, business interruption, loss of information or data or other pecuniary loss or damage to computer hardware or software), EVEN IF FST HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES and regardless of whether a claim is made in contract, warranty, tort, or other theory or cause of action.
- 4) FST makes no express or implied warranties as to the quality of third-party software, equipment, systems ("Products ") or as to FST's ability to support such Products on an on-going basis.
- 5) To the extent permitted by Missouri Law, Client hereby agrees to hold FST (and its employees, board members, shareholders, directors, officers, successors, assigns and agents) harmless and

indemnify each of them from and against, and Client waives any claim for contribution or indemnity with respect to, any and all claims, damages, liabilities, expenses or costs (including reasonable attorneys' fees, expenses and interest) incurred by any of them in connection with or arising out of a claim made in connection with services provided under this Agreement for Client's breach of its duties and obligations under this agreement which are not due to FST's gross negligence.

- 6) Nothing in this Agreement shall create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. THE PARTIES HERETO AGREE THAT THE ARRANGEMENT CREATED BY THIS AGREEMENT IS NOT IN THE NATURE OF A FRANCHISE, AGENCY, JOINT VENTURE OR PARTNERSHIP. The parties understand and agree that this Agreement is for their own respective benefit only, and no one other than a party to this Agreement (including, Client customer(s)) shall have any right to enforce any of its terms. Client agrees that there is no required payment to become a Client and the purchase of any offering from FST is solely to promote and/or for the resale of Products.

Scheduling

Client acknowledges that we schedule our consultants in advance and that we would incur significant expenses, including downtime of those consultants, if we are not able to reschedule them as a result of your cancellation of Services scheduled to be performed. Therefore, you agree that if both parties agree to a scheduled date, you will not cancel that date without giving us written notice at least 3 business days prior to the scheduled date. If you cancel scheduled Services without such notice on more than 1 occasion, we reserve the right to invoice you an amount equal to 50% of the daily rate of the scheduled consultants that were to begin on the scheduled date for the number of days cancelled to the extent the consultants are not able to be redeployed by us. Any such invoice is payable in accordance with Terms and Conditions section above. You will also be responsible for any reasonable out of pocket expenses incurred as a result of such cancellation that could not be avoided or reduced by us.

Non-Solicitation

Client understands and agrees that FST has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training its employees. The parties also agree and understand that Client has a unique opportunity to evaluate performance of, and potentially hire away, FST employees. Both parties agree that such hiring away would substantially disrupt the essence of FST's business and FST's ability to provide its services for others, and that under the circumstances FST cannot agree to such a hiring. The parties also acknowledge that there exists a non-competition provision in the agreements signed by each of FST's employees. Therefore, Client agrees that it shall not solicit for employment or hire any FST employee during the term of the Agreement or for a period of 2 years after the completion/termination of the project. The Client Acknowledges that because the violation of FST's rights herein may cause irreparable harm and FST may not have an adequate remedy at law, FST will be entitled to seek and receive injunctive relief for Client's violations of FST's rights.

General Client Responsibilities

Client will make available in a timely manner at no charge to FST, all technical data, computer facilities, Programs, files, documentation and suitable office accommodations reasonably required by FST to perform the Services. You will be responsible for, and assume the risk of, any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information you supply. We do not guarantee the success of your Services implementation but agree to use commercially reasonable efforts to assure success. You acknowledge that a successful implementation and ongoing administration of Services requires Client's cooperation, the cooperation of its employees, the devotion of sufficient internal resources with appropriate skill levels and a detailed implementation work plan (which addresses such topics as data migration, and user education and training).

Music Rights Fees

Client is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.

Disclaimers

FST disclaims any express or implied warranty or condition that the Products prevent toll fraud, unauthorized access, loss or theft of electronic data or invasion of privacy (collectively, "Fraudulent Activity"). FST shall have no liability to Client or respective party in the event of such Fraudulent Activity. Where applicable, Client is advised that the operation of e-911, 999 or similar such services requires accurate information, which FST has no responsibility for creating or managing. FST makes no warranties, express or implied, and has no liability regarding e-911, 999 or similar such services functionality. FST hereby makes Client aware that the "Record a Call Feature" has legal implications as outlined in the Manufacturer technical documentation. Record a Call does not provide a warning tone; therefore, end users should indicate verbally that the call is being recorded when activating this feature. Client agrees to warn its end-user customers of the recording during its training sessions and to pass on the pertinent documentation warnings and disclaimers concerning such in order to comply with the laws of the pertinent jurisdiction(s) involved. FST disclaims any responsibility for improper use of this feature. Client is also advised that the External Listen feature contained in some products may violate certain laws including, without limitation, criminal law, or privacy legislation. Client is hereby warned to check local laws to ensure the use of this feature. FST does not warrant that the operation of the Products will be uninterrupted, virus or error free nor does FST warrant merchantability or fitness for a particular purpose.

Claims and Dispute Resolution

Client shall give FST written notice of any event or circumstance that Client becomes aware may entitle Client to compensation or damages (hereinafter "Claim"). The notice shall be given within five (5) calendar days of the circumstance giving rise to the Claim and specify the events and damages giving rise to the Claim. FST shall have ten (10) days to cure. After the ten (10) day cure period, the parties shall thereafter work in good faith to resolve the Claim, failing which, any and all controversies, claims or disputes between the parties hereto arising out of or related to this Agreement, any breach or threatened breach thereof, or the relationship of the parties hereto shall be submitted to and decided by arbitration

in accordance with the Rules of the American Arbitration Association. Notwithstanding the foregoing, the number of arbitrators shall be determined by the Rules of the American Arbitration Association, *unless* the parties are able to agree on one arbitrator who is acceptable to the parties, in which event only one arbitrator shall serve. Furthermore, notwithstanding anything herein to the contrary any of the parties may pursue injunctive relief in a court of competent jurisdiction to enforce this Agreement, and Shareholders, their successors, heirs, and assigns, have the option to commence a civil action in a court of competent jurisdiction to collect sums of money due pursuant to or arising out of this Agreement. The arbitrator or arbitrators (the “Arbitrator”) may impose guidelines for the conduct of the hearing. The decision of the Arbitrator in the arbitration proceeding shall be final, conclusive and binding on the parties and judgment may be entered thereon in any court of competent jurisdiction. The arbitration shall be conducted in St. Louis County, Missouri, or at such other location acceptable to all parties affected thereby.

General Claims

Any claim or suit arising from this Agreement must be brought within twelve (12) months from the date that the cause of action accrued.

Publicity

Each party (and its employees, board members, shareholders, directors, officers, successors, assigns and agents) agrees not to disclose or make public announcements regarding the other party’s name in any way or to make any disclosure regarding the existence or content of this Agreement, or joint initiatives without the prior written consent of the other party.

Miscellaneous

- 1) **Force Majeure** – Neither party shall be held liable for a breach of its obligations under this Agreement resulting from (i) force majeure events, such as debilitating forces of nature, acts of God, acts of governments, acts or omissions of third parties, or (ii) conditions beyond the reasonable control of the party that failed to perform. A party that fails to perform for reasons of force majeure or for reasons beyond the reasonable control of the party that failed to perform shall deliver the performance as soon as commercially practicable.
- 2) **Severability** – In the event a provision contained herein is for any reason be held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties.
- 3) **Applicable Law** – This Agreement shall be interpreted under the laws of the State of Missouri in the United States of America. Venue and jurisdiction are contractually agreed and mandated to be in St. Louis, St. Louis County, Missouri, USA.

- 4) **Amendment** – this Agreement shall not be amended or modified except in writing and signed by an authorized representative of both parties with the exception of any unilateral amendment right given to FST elsewhere in this Agreement.
- 5) **Notices** – All notices and communications between Client and FST pertaining to this Agreement shall be addressed to Client and FST at the addresses set out in this Agreement or may be communicated by facsimile, standard mail or electronic means (i.e. e-mail) to the other party and executed via electronic signature.
- 6) **Counterparts** – This Agreement may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Agreement. A signature on these Agreements including by electronic signature, by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.
- 7) **Waiver** – Any failure by either party to enforce any right hereunder shall not constitute a waiver of such right. Each party may waive its rights under this Agreement only by execution of a writing expressly waiving such right.
- 8) **Assignment** - Neither party may assign or otherwise transfer this Agreement without the other party's prior written consent; provided however that a party may, without the other party's consent, (a) assign this Agreement to a subsidiary or affiliate provided the Client as the assigning party remains liable for such entity's performance, and (b) assign this Agreement to another entity pursuant to a sale, merger, consolidation or acquisition of all or substantially all of the assigning party's assets or shares or membership units; provided that in each case the assigning party will notify the other party of the assignment in writing and the assignee agrees to be bound by the terms of this Agreement. In the event Client's assignee will not agree to be bound to this Agreement, Client will remain responsible for all obligations for the remaining term. Notwithstanding the foregoing, this will be binding on the successors and assigns of FST and Client.

Independent Contractor

FST is acting as an independent contractor under this Agreement. Neither party is, or shall be deemed for any purpose to be, an employee or agent of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. FST retains the right to perform work for others during the term of the Service Agreement.

Scope of Work

- 1) Services and Implementation -The parties shall agree to further Services being performed through the acceptance of either an FST standard Statements of Service, Statement of Work, Work Authorization, Purchase Order, Sales Order, Proposal, Service Order or Quotation which shall include a complete description of the Services to be provided, specific customer requirements, start-date and end-date of the Services and the labor rate. Each shall be incorporated herein and form part of this Agreement.
- 2) On all Services, FST will confirm logistics with the Client. Prior to leaving the site, FST shall contact the site contact person to approve completion of the applicable Service Order. Upon approval of the completion of Services, Client shall immediately return any unused and defective parts to FST referencing the applicable Service Order.
- 3) Additional Work or Work Stoppage - In the event that the Client requests FST to perform work not specified in the applicable Service Order or requests material changes to the Services outlined in the Service Order, FST and Client shall complete another Service Order or a change request (the "Change Request"). Upon approval of amended services, FST will perform services mutually agreed.

Initial Investment Summary

Quantity	Description	One-Time Onboarding	Price	¹ MRC	² ARC
	Managed Services				
1	³ One Source Managed Services Support (Standard 7am-6pm M-F)			\$16,659.43	\$199,913.16
1	One Source Managed Services Onboarding (One Time Cost)	\$16,659.43			
TBD	Onsite Contracted Technician (To Be Determined – Separate Agreement)		TBD	TBD	TBD
	Cyber Security Services				
Up to 150 Devices	^{1,2,3} One-Source Security (OSS) Services	\$11,400.00		Included	Included
1	³ Risk Management Services				\$13,440.00
1	³ Business Continuity / Disaster Recovery and Planning Services				\$3,800.00
	Email				
⁴ 234	^{1,2,3} Total Email Protection (Email Security, Archiving, etc.)			Included	Included
TBD	^{1,2,3} Microsoft Office 365 – GCC (Government Licensing – G1, G3, G5)	TBD	TBD	TBD	TBD
	Infrastructure Security Management				
1	FST to Manage Current Firewall(s): (Licensing Not Included)			Included	Included
42	^{1,2,3} Cisco DUO (MDM)		\$2.90	\$121.80	\$1,461.60
	Procurement Services				
	Hardware Procurement Services - Required (Sourcewell, Gov Preferred where applicable)			Included	Included
	Cloud and Backup Services				
	FST to Manage the Current Backup Solution: (Licensing Not Included)			Included	Included
	Reduced OSMS Labor Costs				
TBD	⁵ Reduced “Managed Services Labor Rate” (All other standard rates apply)		\$95.00/hr	TBD	TBD
	TOTAL:	\$28,059.43		\$16,781.23	\$218,614.76

¹ MRC – Monthly Reoccurring Cost; Manufacturer estimated monthly subscription cost(s) are subject to annual increases and number of users/devices (Reference Table A – Annual Increase Table and Auto Renewal).

² ARC – Annual Reoccurring Cost; Manufacturer estimated annual subscription renewal cost(s) are subject to annual increases and determined by number of users/devices.

³ Service is Subject to Annual Increases as referenced in Table A and Annual True-Up/Review.

⁴ Est - Estimated number of Users, Seats, Devices, etc. – final numbers will be determined at on-boarding and reviewed and adjusted annually.

⁵Reduced One Source Managed Services Labor Rate – All other standard labor rates apply.

Annual Increase Table and Auto Renewal

Annual Increases will be assessed as indicated in Table A. Upon the expiration of the original term or any renewal term, this agreement shall be renewed for a three (3) year term with annual increases of not more than 6% unless otherwise mutually agreed upon or determined by software/licensing/hardware manufacturer increases.

Table A				
				ARC
Contract Term	1	Year 1		\$218,614.76
		Year 2	.11	\$242,662.38
		Year 3	.11	\$269,355.25
	2	Year 4	.08	\$290,903.67
		Year 5	.08	\$314,175.96

Cancellation

The client shall give a written cancellation notice to FST no less than ninety (90) days from the end of the relevant contract term.

Upon receipt of notice of cancellation, FST shall provide within ten (10) business days an “Off Boarding Packet” to the Client. Upon receipt of the “Off Boarding Packet”, the Client has ten (10) business days to review, complete and return to FST. If the “Off Boarding Packet” is not returned in a completed form to FST within ten (10) business days, the Client forfeits the notice of cancellation. The result of which is a renewal of the executed OSMS contract for subsequent three (3) year term, with annual increases of not less than 6% unless otherwise agreed upon.

Transition Services (Merger / Acquisition)

Client can request transition or continuation of services that extend beyond subsequent contract term as a result of merger or acquisition. Should services not conclude by subsequent contract term, the agreed-to transition of services shall feature a term of no less than six (6) months after the relevant contract term, with an increase of 50% to the Monthly Recurring Charges (MRC).

Entire Agreement

IN WITNESS WHEREOF, as of the effective date above written, this Agreement expresses the entire agreement of the parties and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement, or representation that in any way limits, extends, defines, or relates to this Agreement.

Forward Slash Technology, LLC
12825 Flushing Meadows Drive, Ste 100
St. Louis, MO 63131

The City of Nixa, Missouri
715 W. Mt. Vernon Street
Nixa, MO 65714

President

Title

Title

Monte Hickey

Printed Name

Printed Name

M. Hickey

Signature

Signature

Jul 17, 2025

Date

Date

EFFECTIVE DATE: _____

TERMINATION DATE: _____

CONTRACT NUMBER: _____

MASTER ADDENDUM

THIS MASTER ADDENDUM (“Addendum”) to the **Services Agreement between Forward Slash Technology, LLC, and the City of Nixa, Missouri**, attached hereto as “Exhibit A” is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri (“City”) and Forward Slash Technology, LLC, a Missouri Limited Liability Company (“Service Provider”).

WHEREAS the City is a Constitutional Charter City organized and governed by the laws of the State of Missouri; and

WHEREAS Service Provider is a Missouri Limited Liability Company authorized to do business in the State of Missouri; and

WHEREAS City desires to engage Service Provider to perform certain services, as provided in the **Services Agreement**, which is attached hereto as “Exhibit A” (“Contract”); and

WHEREAS Service Provider has proposed the Contract and intends for the Contract to govern the terms and conditions of the agreement between the City and Service Provider; and

WHEREAS in order to clarify the rights and obligations of the City and Service Provider, the terms by which the City and Service Provider must carry out their respective obligations under the Contract, and because the City is a municipality subject to certain laws, rules, and regulations unique to Missouri governmental entities, the City and Service Provider desire to modify the Contract as set forth herein; and

WHEREAS the City and Service Provider acknowledge that this Addendum is intended to supplement and modify the Contract and is further intended to prevail as the authoritative document governing the agreement between the City and Service Provider in the event of inconsistency between the terms of the Contract and this Addendum.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Service Provider as follows:

1. Order of Priority. Notwithstanding any other provisions to the contrary, in the event of any conflicts or inconsistencies between the terms and conditions of this Addendum and the terms or conditions of the Contract, the terms contained in this Addendum shall supersede those contained in the Contract and shall govern the agreement between the City and the Service Provider.

2. Payment.

2.1. Progress Payments.

2.1.1. Provided that Service Provider performs the Services in the manner set forth herein, the City shall pay the Service Provider in accordance with the provisions of this Contract, which shall constitute full and complete compensation for the Service Provider's work. Such compensation shall be paid in progress payments subject to receipt of a

requisition for payment and a statement of the work provided by the Service Provider for the period covered by the requisition. Service Provider is responsible for ensuring that the requisition is received by the City no more than 6 months after completion of the work embraced within said requisition. The City shall have no obligation to pay any requisition for payment which is received by the City more than 6 months after the completion of any work embraced within said requisition.

2.1.2. Such requisition shall include an acknowledgement signed by both the City and the Service Provider that the Service Provider has fully performed the work to be paid for in such progress payments in conformance with the Contract.

2.1.3. If applicable, the City shall provide notice to the Service Provider of any payment amount withheld and the reason for such withheld payment.

2.1.4. [Intentionally deleted].

2.1.5. Requisitions shall be submitted to the City via the AccountsPayable@nixa.com email address, or in writing to the address of the City provided below.

2.1.6. Subject to the applicable provisions of **Paragraph 2**, the City shall pay the Contractor within 30 days of receipt by the City of the requisition.

2.2. [Intentionally deleted].

2.3. Additional Payment Terms.

2.3.1. Payment to Service Provider shall be by check or electronic funds transfer, at the sole discretion of the City, and payment shall be provided to the Service Provider at the address or account number provided by Service Provider.

2.3.2. Service Provider shall be required, as a condition precedent to any payment made as part of this Contract, to sign up and comply with the requirements of the City's payment verification vendor, currently PaymentWorks. The Service Provider agrees to reasonably cooperate with the City's payment verification vendor's requests for information.

3. Ability to Contract. Service Provider warrants that it has the legal authority to enter into this Addendum and fulfill the obligations herein.

4. [Intentionally Deleted.]

5. Insurance Requirements.

5.1. Without limiting any of the other obligations or liabilities of the Service Provider, Service Provider shall at all times during the term of the Contract, and for a period of three years thereafter, unless waived in writing by the City, at Service Provider's sole cost and expense, at least the following types and amounts of insurance:

5.1.1. Commercial General Liability Insurance with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability covering insuring the activities of

Service Provider under this Contract;

5.1.2. Worker's Compensation Insurance with statutory coverage as provided for in RSMo. 287.010 et seq.;

5.1.3. Commercial Automobile Liability with limits no less than \$1,000,00.00 per occurrence;

5.1.4. Professional Liability Insurance with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and

5.1.5. Umbrella Liability Insurance with limits no less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

5.2. All insurance policies required pursuant to this Paragraph shall:

5.2.1. Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than a B+ Rating;

5.2.2. Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this Paragraph;

5.2.3. Waive any right of subrogation of the insurers against the City or any of its officials, employees, or agents;

5.2.4. Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory;

5.2.5. Name the City and its officials, employees, and agents, as additional insured; and

5.2.6. Not to be met by the use of a single limit policy.

5.3. Service Provider shall provide City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph at the time of execution of this Contract and shall not do anything to invalidate such insurance.

5.4. Failure of the Service Provider to maintain the coverages set out in this Paragraph shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract.

5.5. This Paragraph shall not be construed in any manner as waiving, restricting, or limiting the liability of the Service Provider for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

5.6. Subcontracts. In case any or all the performance of this Contract is sublet, the Service Provider shall require the subcontractor to procure and maintain all insurance required in this

Paragraph. Service Provider shall provide evidence of such insurance from said subcontractor.

5.7. Changes in policy limits. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or increased during the term of this Contract by legislative or judicial action or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of the Contract, the City may require Service Provider, upon 10 days written notice, to execute a contract addendum whereby the Service Provider agrees to provide, at a price not exceeding Service Provider's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased exposure as the result of increase. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

5.8. Survival. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

6. Personnel. The Service Provider represents that Service Provider shall secure at Service Provider's own expense all personnel required to perform the obligations of the Contract. Such personnel shall not be considered employees of the City. Performance of the Contract by Service Provider shall be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such Services. None of the Services covered by the Contract shall be subcontracted without the prior written approval of the City.

7. Intentionally Deleted.

8. Conflict of Interest. Service Provider certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this Contract which would violate any applicable federal regulations or the provisions of RSMo. Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

9. Nondiscrimination. The Service Provider agrees in the performance of the Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

9.1. This Service Provider and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

9.2. This Service Provider and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

10. Occupational License. The Service Provider shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Service Provider.

11. Service Provider's responsibility for subcontractors. The Service Provider shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Service Provider is for the acts and omissions of persons it directly employs. Service Provider shall cause appropriate provisions to be inserted in all subcontracts relating to the Contract, to bind all subcontractors to Service Provider by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Service Provider the same power regarding termination of any subcontract as the City may exercise over Service Provider under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor of Service Provider and the City.

12. Independent Contractor Clause. The Contract does not create an employee/employer relationship between the City and the Service Provider. It is the City and Service Provider's intention that the Service Provider shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Service Provider shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City shall not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

13. Liability and Indemnity.

13.1. Other than stated in sections 5) on p.4 of the Service Agreement in no event shall the City be obligated to indemnify or save harmless the Service Provider, it being acknowledged by the City and Service Provider that the City is prohibited by Missouri Law from indemnifying and saving harmless third parties.

13.2. Other than stated in sections 5) on p.4 of the Service Agreement, in no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Service Provider under this contract.

13.3. The Service Provider shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Service Provider hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property

damage, or for damages from the award of this contract to Service Provider, unless the City, its officials, agents and employees' negligence causes or contributes to the damages. This includes the City's end users and administrators allowing access to a threat source like phishing attempts, social engineering, tampering with system security settings, end-user controls, passwords, 3rd party systems and software, etc.

13.4. The Service Provider shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

13.5. The indemnification obligations of Service Provider hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Service Provider, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

13.6. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

13.7. Service Provider affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Service Provider's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Service Provider under this Contract.

13.8. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

14. Contract Documents. The entire Contract of the parties shall consist of the Contract and this Addendum. No modification, amendment, or waiver of any of the provisions of the Contract or the Addendum shall be effective unless in writing specifically referring hereto and signed by both parties.

15. Nonresident or Foreign Service Providers. The Service Provider shall procure and maintain during the life of this Contract:

15.1. If the Service Provider is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

15.2. A certificate from the Missouri Director of Revenue evidencing compliance with the Transient Employer Financial Assurance Law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15.3. The Service Provider shall utilize a United States based bank at the time of execution of this Contract. The City shall not be responsible for any additional costs incurred in the event that the Service Provider utilizes a non-United States based bank.

- 16. City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
- 17. No Third-Party Beneficiaries.** This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.
- 18. Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.
- 19. Waiver of Jury Trial.** Each party irrevocably and unconditional waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Contract or the transaction contemplated thereby. The provisions of this Paragraph shall survive the termination or expiration of this Contract.
- 20. No Waiver of Governmental Immunity.** No provision of the Contract or this Addendum is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable Missouri law, whether based in statute or case law, on municipal liability or governmental immunity. No indemnification provision contained in this Contract under which Contractor indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this Contract.
- 21. Missouri Open Records Law.** The City and the Service Provider agree that the City is a governmental body subject to the open records provisions of RSMo., Chapter 610 ("Sunshine Law"). Records related thereto or generated in connection with the performance of the Contract are subject to disclosure upon request for the same, unless exempt from disclosure under the Sunshine Law or otherwise permitted to be closed under the Sunshine Law. The parties agree that the Service Agreement contains information that if public may jeopardize the security of the City's system.
- 22. Severability.** If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision.
- 23. Headings.** The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.
- 24. Interpretation.** This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- 25. Affidavit for Contracts Over \$5,000.00.** Pursuant to sections 285.525 through 285.550 RSMo, if this contract exceeds the amount of \$5,000.00 and Service Provider is associated with a business entity, Service Provider shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted

services. Additionally, Service Provider must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

IN WITNESS WHEREOF, the parties have set their hands on the day and year herein stated.

CITY

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

SERVICE PROVIDER

M. Hickey

Authorized Signer

Date: Jul 17, 2025

Monte Hickey
Printed Name

President
Title

Forward Slash Technology Services Agreement






7.17.25

Final Audit Report

2025-07-17

Created:	2025-07-17
By:	Andrea Voelker (avoelker@nixa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw4I25bKHmcfpCxS3oDSV6vM_EpZ02Huy

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