



Professional Services Contract with General Code, LLC for Codification and Online Code Hosting Services

Background:

The City Council approved in the 2026 budget a new codification and code hosting platform. The platform that was selected for their services and pricing structure was General Code. City staff have been negotiating with General Code since January on a service contract.

Analysis:

Per the service contract General Code will provide codification, conversion, and online hosting services for the City's Charter, City Code and related legislation.

The agreement establishes a five-year initial term with automatic one-year renewals unless notice of nonrenewal is provided. The City's financial obligation is limited to \$10,000 per fiscal year and remains subject to annual budget appropriations by the City Council.

Under the agreement, General Code will provide professional codification services and host the City's municipal code through its eCode360 platform. The City retains ownership of its municipal code text, while General Code retains ownership of its proprietary software. The contract also outlines responsibilities for data accuracy, confidentiality, and compliance with applicable laws. This partnership will ensure the City's Code remains current, organized, professionally maintained, and accessible online to staff and the public.

Recommendation:

City staff recommends approval.

MEMO SUBMITTED BY:

Rebekka Coffey | City Clerk

RESOLUTION NO. 2026-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH GENERAL CODE, LLC FOR CODIFICATION AND ONLINE HOSTING SERVICES.

WHEREAS the City Council approved a new codification and code hosting platform in the 2026 budget; and

WHEREAS the City selected General Code for their services and pricing structure, and City staff have been negotiating a service contract with them since January; and

WHEREAS under the service contract, General Code will provide professional codification, conversion, and online hosting services for the City’s Charter, City Code, and related legislation through its eCode360 platform; and

WHEREAS the agreement establishes a five-year initial term with automatic one-year renewals, and limits the City’s financial obligation to \$10,000 per fiscal year, subject to annual budget appropriations by the City Council; and

WHEREAS City staff recommends approval of this agreement to ensure the City’s municipal code remains current, organized, professionally maintained, and accessible online to staff and the public.

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 Professional Services Contract with General Code, LLC for Codification and Online Code Hosting Services. Said Contract shall be in substantially similar form as “Resolution Exhibit A,” which is 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.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

RESOLUTION NO. 2026-10

47 **ADOPTED BY THE COUNCIL THIS 10TH DAY OF MARCH 2026.**

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ATTEST:

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PRESIDING OFFICER

CITY CLERK

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55 **APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2026.**

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ATTEST:

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MAYOR

CITY CLERK

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62 APPROVED AS TO FORM:

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CITY ATTORNEY

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EFFECTIVE DATE: _____

TERMINATION DATE: _____

CONTRACT NUMBER: _____

PROFESSIONAL SERVICES CONTRACT FOR CODIFICATION SERVICES

THIS PROFESSIONAL SERVICES CONTRACT FOR CODIFICATION SERVICES (“Contract”) 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 General Code, LLC, a Limited Liability Company organized under the laws of the State of New York (“Service Provider”).

WHEREAS the City desires to engage Service Provider to perform codification, conversion, and hosting services of the City’s Charter, City Code, and other legislation; and

WHEREAS the City desires to engage Service Provider to perform such services under the terms and conditions of this Contract; and

WHEREAS the Service Provider desires to perform the Services described herein under the terms and conditions of this Contract.

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

1. Services.

1.1. The Service Provider agrees to perform and undertake the Services described herein.

1.2. The Service Provider shall perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Service Provider’s profession in performing similar services.

1.3. In all matters related to this Contract, the Service Provider shall act in the best interests of the City. The Service Provider agrees that in the performance of the Services, it shall exercise its independent professional judgment to provide candid advice and services on behalf of the City, free from any conflicting interest.

1.4. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference (“Services”).

1.5. Service Provider shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Service Provider’s own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

1.6. The rates for the Services provided by the Service Provider are established in Exhibit B, which is attached hereto and incorporated herein by this reference.

2. Addition to Services. The City may add to the Services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Service Provider shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Service Provider.

3. Payment.

3.1. Progress Payments.

3.1.1. 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 shall submit invoices within 6 months after completion of the invoiced work. For recurring hosting or support subscriptions, invoices may be submitted per the billing frequency in Exhibit B, and the 6-month limit does not apply. 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.

3.1.2. 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.

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

3.1.4. Acceptance of payment shall not constitute a release or waiver of (i) pending or future claims relating to disputed amounts, (ii) requests for equitable adjustment.

3.1.5. 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.

3.1.6. Subject to the provisions of Paragraph 3, the City shall pay the Contractor within 30 days of receipt by the City of the requisition.

3.2. Payment Conditioned on Acceptable Performance. No payment shall be made by City unless Service Provider's performance for work which it seeks payment was completed in compliance with the provisions of this Contract. No partial payment to the Service Provider shall operate as approval of acceptance of all work completed by Service Provider prior to the date of payment.

3.3. Availability of Funds.

Notwithstanding the total contract value, the parties expressly agree that the City's obligation to make payments under this Contract is contingent upon the annual appropriation of funds by the City Council. For the current fiscal year ending **December 31, 2026**, the City's obligation is limited to the sum of **\$10,000.00**. The Director of Finance's certification applies only to this amount for the current fiscal year. City shall provide at least sixty (60) days' written notice upon learning of non-appropriation affecting this Contract.

For future fiscal years, beyond December 31, 2026, the City obligation is limited to the sum of \$10,000.00 for each subsequent fiscal year.

3.4. In the event the City Council fails to appropriate funds for the performance of this Contract in any future fiscal year, this Contract shall automatically terminate, effective at the end of the last fiscal year for which funds were appropriated. The City shall provide the Service Provider written notice of such non-appropriation at the earliest opportunity. Such termination shall be without penalty or expense to the City, and the City shall have no further liability or obligation to the Service Provider except for payment for services satisfactorily performed and expenses reasonably incurred prior to the effective date of termination. Upon such termination, City shall pay for (i) Services performed through the effective date; and (ii) non-cancelable, committed third-party costs incurred in reliance on this Contract and disclosed to City.

3.5. Additional Payment Terms.

3.5.1. 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.

3.5.2. 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.

4. Exchange of Data and Cooperation. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Service Provider without charge, and the parties shall reasonably cooperate with each other in every possible way in the carrying out of the Services. City will timely provide City Data necessary for the Services. Service Provider may reasonably rely on City Data; City is responsible for the accuracy and completeness of City Data. If Service Provider finds that they need City Data to complete the Services contemplated by this Contract, Service Provider shall timely provide written notice to the City requesting such City Data.

4A. City Responsibilities. The City shall be responsible for the correctness and accuracy of the information it supplies to the Service Provider (city content). By acquiring an online hosted code, the City hereby requests that city content be posted online by the Service Provider, and the City will be responsible for the presentation, accuracy, and completeness of the city content provided, and the Service Provider will be entitled to post that city content without substantive review or substantive editing, except for minor proofreading and non-substantive editorial corrections. Further, the City is responsible for providing the Service Provider with timely decisions and answers to questions raised by the Service Provider.

The City shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom the Service Provider should communicate matters regarding the online code, such as maintenance notifications, and who has the authority to make requests including release of City data, both internally to the Service Provider and to the City, restoration of data, and other configuration changes.

5. Personnel. The Service Provider represents that Service Provider shall secure at Service Provider's own expense all personnel required to perform the Services. Such personnel shall not be considered employees of the City. All the Services required hereunder 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 this contract shall be subcontracted without the prior written approval of the City.

6. Term and Renewals.

6.1. Term. This Contract shall commence upon its full execution by the Parties and shall continue for a period of five years (the "Initial Term"), unless sooner terminated pursuant to Paragraph 7.

6.2. Renewal.

6.2.1. Upon the expiration of the Initial Term or any Renewal Terms thereafter, this Contract shall automatically renew for additional successive one year terms, unless the City or Service Provider provides written notice at least sixty (60) days prior to the end of the then-current term (each Renewal Term together with the Initial Term being, the "Term").

6.2.2. If the Term is renewed for one or more Renewal Term, the terms and conditions of this Contract during each Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal. Renewal pricing shall be per Exhibit B and may include an annual adjustment. Service Provider shall provide written notice of any annual adjustment at least 90 days before its effective date. The City may decline the annual adjustment by providing notice within 60 days of receipt; the City's decline shall be deemed a termination for convenience pursuant to Paragraph 7.

6.2.3. If the City or Service Provider provides timely notice of nonrenewal, then this Contract shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in Paragraph 7.

7. Termination.

7.1. Termination for breach. Failure of Service Provider to fulfill Service Provider's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Service Provider. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Service Provider all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

7.2. Termination for Convenience. Either party may terminate for convenience upon ninety (90) days' written notice. If City terminates for convenience, City shall pay: (i) fees for Services performed through the effective date; and (ii) non-cancelable, committed third-party costs.

7.3. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider related to this Contract shall be provided to the City and shall become the property of the City, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of

liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Service Provider. Service Provider retains all right, title, and interest in its Pre-Existing IP, software, platforms, tools, and know-how.

8. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Service Provider and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws. City's rights are limited to City Data and paid Deliverables. City shall have no right to access, use, copy, or modify Service Provider's Pre-Existing IP, software platform, source code, or tools.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Service Provider under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Service Provider without prior written approval of the City. Each party shall protect the other's Confidential Information with at least the same care it uses to protect its own similar information (no less than reasonable care) and shall use it only to perform this Contract. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

10. 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.

11. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Contract, including by operation of law, change of control, or merger, without the prior written consent of the other party; however, Service Provider may, with City's consent (which shall not be unreasonably withheld) with thirty (30) days written notice, transfer this agreement or any of its rights and obligations under this contract, to any of its affiliated entities, including but not limited to International Code Council, Inc., General Code Enterprises, LLC, or ICC Codification, Inc.. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Nondiscrimination. The Service Provider agrees in the performance of this 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.

12.1. 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.

12.2. 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.

13. 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.

14. Insurance Requirements.

14.1. Without limiting any of the other obligations or liabilities of the Service Provider, Service Provider shall at all times during the Term of this 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:

14.1.1. Commercial General Liability Insurance with limits no less than \$532,148.00 per person and \$3,547,658.00 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;

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

14.1.3. Employers Liability Insurance with limits no less than \$532,148.00 per person and \$3,547,658.00 in the aggregate;

14.1.4. Errors and Omissions/Professional Liability Insurance with limits no less than \$532,148.00 per person and \$3,547,658.00 in the aggregate; and

14.1.5. Cyber Liability Insurance, including coverage for data breach, network security, and privacy liability, with limits no less than \$532,148.00 per occurrence or claims and \$3,547,658.00 in the aggregate.

14.2. All insurance policies required pursuant to Paragraph 14 shall:

14.2.1. 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 an A- Rating, Financial Size Category VII.

14.2.2. Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal, or material reduction in coverage. The Service Provider shall be required to provide the City with an identical written notice within the same timeframe. Notwithstanding any provisions to the contrary, the Service Provider shall have new insurance policies in place that meet all requirements of this Paragraph 14 prior to such cancellation, non-renewal, or reduction.

14.2.3. Be endorsed to provide a Waiver of Subrogation in favor of the City and its officials, employees, and agents, on all policies required by this Agreement.

14.2.4. Be endorsed to provide that such insurance is primary insurance and any similar insurance in the name of or for the benefit of the City shall be excess and non-contributory.

14.2.5. Name the City and its officials, employees, and agents, as additional insureds on the Commercial General Liability and Commercial Automobile Liability policies.

14.2.6. All underlying policies required by this Contract (e.g., Commercial General Liability, Automobile Liability, Employer's Liability) must be in place. An Umbrella or Excess Liability policy may be used to satisfy the total limit requirements for the underlying policies. Furthermore, any General Aggregate limit for a Commercial General Liability policy shall apply on a 'per-project' or 'per-location' basis by endorsement.

14.3. Service Provider shall provide City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 14 at the time of execution of this Contract and shall not do anything to invalidate such insurance.

14.4. Failure of the Service Provider to maintain the coverages set out in this Paragraph 14 shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

14.5. This Paragraph 14 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).

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

14.7. 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 this 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.

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

15. 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 this 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 the subcontractor and the City.

16. Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' 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.

17. Liability and Indemnity.

17.1. Neither party shall be liable to the other for special, indirect, or consequential damages, except for those caused by gross negligence or willful misconduct. Except for indemnification obligations and breaches of confidentiality, each party's maximum aggregate liability shall be limited to the greater of: (i) the total amount paid or payable to Service Provider under this Contract; or (ii) the limits of insurance Service Provider is required to maintain under **Paragraph 14** of this Contract.

17.2. Service Provider shall defend and indemnify City, its officials, agents, and employees from third-party claims caused by Service Provider's negligence or willful misconduct in performing the Services, resulting in (i) bodily injury/death, (ii) damage to tangible property, or (iii) misappropriation or infringement of third-party IP by Deliverables (excluding claims arising from City Data, City-provided specifications, or use not in accordance with the Documentation). Service Provider has no obligation to the extent claims arise from City's gross negligence or willful misconduct, City Data, modifications not made by Service Provider, or combination with items not furnished by Service Provider.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. The Service Provider shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

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

17A. Warranties and Disclaimer.

17A.1 The Service Provider warrants that the services and any deliverables provided hereunder will be in accordance with the terms and conditions of this Contract and any applicable performance schedule will be free of material defects. The Service Provider warrants that the Licensed Program, as defined herein, will perform substantially in accordance with the accompanying written materials for a period of one year from the date of receipt. Regardless of the City's acceptance of completed materials when delivered, the Service Provider shall correct errors found either by the City or the Service Provider.

17A.2 The Service Provider's warranties contemplated herein do not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the City or (ii) work or services performed by others. Except as expressly stated herein, THE SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY SERVICES, LICENSED PROGRAM AND/OR RELATED MATERIALS TO BE FURNISHED BY THE SERVICE PROVIDER.

17B. Software Ownership and License.

17B.1 Definitions.

"Licensed Program" shall mean the Service Provider software product eCode360® and any other software product provided to the City by the Service Provider or its affiliates or licensors pursuant to the Proposal.

"Update" means a new release of the Licensed Software made available by the Service Provider to its customers, containing bug fixes and minor modifications or enhancements, but not a new version containing significant new features, as determined by the Service Provider in its sole discretion.

"Use" shall mean accessing, downloading, copying or duplication of any portion of a Licensed Program from the Internet, storage units or media for processing or the utilization of the Licensed Program for its intended purpose.

17B.2 License Grant. The Service Provider hereby grants the City a non-exclusive, non-transferable, non-licensable, non-assignable license to Use the Licensed Program.

17B.3 Proprietary Rights; Restrictions.

The Licensed Program provided by the Service Provider is proprietary and owned by the Service Provider and/or its affiliates and licensors. The City acknowledges that the Licensed Program is licensed, not sold, and agrees to respect all proprietary rights associated with it. The City shall use the Licensed Program solely as permitted by this Agreement and shall not decompile, disassemble, reverse engineer, sublicense, sell, distribute, rent, or disclose the Licensed Program in any form without the express written permission of the Service Provider.

The City shall not use the Licensed Program to infringe on any third party's intellectual property rights or violate any applicable laws or regulations. Furthermore, the City shall not use the Licensed Program for any actions that are defamatory, trade libelous, threatening, harassing, or obscene. Upon the City's request, the Service Provider shall promptly deliver all materials related to the Licensed Program, including source code, upgrades, modifications, and other related documents or materials developed solely for and paid for by the City to perform the Work.

The City will retain all rights, including copyrights, and title to the text of its municipal code (the "Code") but hereby grants to the Service Provider the right and license to use, reproduce, adapt, distribute, display and advertise the Code, and to digitize the Code and to prepare, reproduce, publish, distribute, transmit, perform, display, broadcast, upload, download, communicate to the public, lend or otherwise transfer or make available or store in any medium a copy of the Code whether or not adapted or abridged on its own or in combination with any other work by means of or through any electronic medium, including, digital, optical and magnetic information storage and retrieval platforms or systems, on-line, electronic or other reproduction, transmission or publication, or by any other means whether now known or subsequently developed.

All computer software and other intellectual property of the Service Provider used in performing its services shall remain the property of the Service Provider and/or its affiliates and/or licensors. Model building codes and/or other model codes used by the Service Provider in the Licensed Program or otherwise in performing its services shall remain the property of the Service Provider and/or its affiliates, and no ownership or other proprietary right in those model codes is conveyed in the City.

18. Contract Documents.

18.1. The entire Contract of the parties shall consist of the following documents:

18.1.1. This Contract; and

18.1.2. Scope of Services (Exhibit A); and

18.1.3. Pricing and Compensation (Exhibit B).

18.2. The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein.

18.3. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

18.4. In the event of a conflict between terms, the terms of this Contract, exclusive of its Exhibits, Attachments, or Schedules, shall control over the terms of any Exhibit, Attachment, or Schedule.

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

19.1. 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.

19.2. 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.

19.3. 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.

20. Notices.

20.1. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Service Provider at the addresses shown below:

To City:

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa MO 65714
Phone: 417.725.3785
Email: bcoffey@nixa.com
Attn: Rebekka Coffey, City Clerk
Dept: City Clerk's Office

To Service Provider:

Name: General Code LLC
Address: 3490 Winton Place
Rochester, NY 14623
Phone: 800.836.8834
Email: cloverde@generalcode.com
Attn: Cristina LoVerde, Vice President Client Engagement

20.2. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20.3. Notice information may be updated by the respective party upon reasonable notice of such change to the other party.

21. Right to Audit. Service Provider agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Service Provider shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Service Provider shall make appropriate adjustments if discrepancies are found. The City shall have the right to audit the Service Provider's records pertaining to the Services for a period of three (3) years after final payment. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

22. Compliance with Laws. Service Provider agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Service Provider affirmatively states that payment of all local, state, and federal taxes and assessments owed by Service Provider is current.

23. 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.

24. 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.

25. 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.

26. 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.

27. No Waiver of Governmental Immunity. No provision of this Contract is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state law on municipal liability or governmental immunity. No indemnification provision contained in this Contract under which Customer indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this Contract.

28. 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.

29. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

30. 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.

31. 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.

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EXHIBIT A SCOPE OF SERVICES

Service Provider shall provide, or cause to be provided at least the following services:

1. **Project Launch:** Prior to commencing conversion work, Service Provider shall consult with the City Administrator, or designee, to review the project scope and clarify any initial questions.
2. **Code Conversion and Database Creation.** The Service Provider shall convert the City's existing Code of Ordinances and specified uncodified legislation into an XML publishing system to create a unified, digital database. The source materials for this conversion shall be:
 - 2.1. The City's 2012 Code, as updated through Ordinance No. 2407.
 - 2.2. Uncodified legislation adopted from Ordinance No. 2410 through Ordinance No. 2415.
 - 2.3. The Service Provider shall incorporate legislation enacted during the project term, provided such legislation is submitted by the City prior to the completion of editorial work.
 - 2.4. All legislative tables and schedules shall be converted into editable, searchable text or HTML tables within the platform, rather than appearing solely as linked PDF attachments.
3. **Editorial and Legal Review.** The Service Provider shall perform a comprehensive editorial review of the materials submitted. This work shall include:
 - 3.1. **Proofreading:** Correcting obvious typographical errors, misspellings, and capitalization inconsistencies (e.g., capitalizing "City," "Mayor," "Clerk").
 - 3.2. **Structural Standardization:** To the greatest extent possible, Service Provider shall adhere to the existing numbering scheme for chapters, sections, and subsections to ensure consistency throughout the Code. Where the current code is inconsistent, Service Provider shall consult with the City Administrator, or designee, on which scheme to utilize.
 - 3.3. **Formatting:** Standardizing table formatting (bold headers, shading), history notes, and bulleted lists.
 - 3.4. **History Notes:** Relocating history notes to the section title level where applicable to facilitate future amendments.
 - 3.5. **Legislation Integration:** Integrating Ordinances up to Ordinance No. 2415 into the proper placement within the Code text.
 - 3.6. **Code Adoption Legislation:** If the non-substantive format changes require readoption of the Code, in the sole judgment of the City, the Service Provider shall prepare and provide a draft adoption ordinance for the City's use.
 - 3.7. **Copyright Cleanup:** The Service Provider shall remove prior publisher-added footnotes, section notes, and cross-references to ensure the Code contains only City-owned legislative text.

3.8. Cross-references, state law references, or comparative tables: Service Provider shall provide publisher-added cross-references, state law references, or comparative tables to the City Code.

3.9. Chapter Schemes: The creation and insertion of a list of section titles (scheme) at the beginning of each chapter to serve as a quick-reference outline.

3.10. City Approval of Drafts: The Service Provider shall submit a comprehensive proof of the converted Code to the City Administrator, or designee, for review. This proof must clearly identify all proposed structural changes, renumbering, and editorial modifications. The Service Provider is strictly prohibited from finalizing the database, posting the Code to eCode360, or printing any volumes until the City Administrator, or designee, has provided written acceptance of the proof.

4. Online Platform (eCode360). The Service Provider shall host the converted Code on the "Premium eCode360" platform. The Service Provider shall ensure the platform provides the following functionality to the City and the public:

4.1. Search Capabilities: Advanced searching by keywords, phrases, and section numbers, including "Multicode Search" across multiple jurisdictions.

4.2. User Tools: Ability to download text to Word, PDF, Excel, and CSV formats; print content directly from the platform; access a dynamic table of contents that tracks the user's location; email/share links; translate text into multiple languages; and utilize "sticky" table headers.

4.3. New Laws: A dedicated "New Laws" indicator and section to display recently adopted legislation between regular supplements.

4.4. Administrative Tools: Public and private notes, archive view of previous Code versions, and the "PubDocs Module" for hosting code-adjacent documents.

4.5. App Access: Availability of the Code via the eCode360 Search App.

4.6. Posting SLA: The Service Provider shall post PDF copies of newly adopted legislation to the 'New Laws' section of the platform within two business days of receipt from the City.

4.7. Citizen Notifications: Functionality for the public to sign up for "eAlerts" to receive notifications of Code changes.

4.8. Analytics: Administrative access to view Code usage statistics and commonly searched topics.

4.9. Smart Linking: Active hyperlinks connecting the "New Laws" section to the specific chapters of the Code affected by the new legislation.

4.10. Hosting Standards: Hosting via Amazon Web Services (or comparable) with a 99.9% uptime guarantee.

4.11. Visual Customization: Administrative tools allowing the City to customize the site's branding, including color schemes, accents, and banner images.

4.12. Electronic Index: A fully integrated, searchable electronic index of keywords and phrases.

4.13. Disaster Recovery: The Service Provider shall maintain a robust disaster recovery plan and backup schedule for all City data hosted on the platform.

4.14. SaaS Deployment: The platform shall be a fully hosted Software-as-a-Service (SaaS) solution requiring no local installation or server maintenance by the City.

4.15. Mobile-Responsive Design: The platform interface shall be responsive and optimized for viewing on both desktop and mobile web browsers.

4.16. New Law Customization: Administrative tools allowing the City to edit titles and add comments to legislation posted in the "New Laws" section.

4.17. API Access: The platform shall provide Application Programming Interface (API) capabilities to allow the City to integrate Code data with external systems (e.g., GIS, City website) if required.

5. Training and Support.

5.1. Training: Service Provider shall provide an introductory webinar for City staff on the use of the eCode360 platform.

5.2. Legislative Support: Service Provider shall provide access to a sample legislation service and legislative alerts upon request.

6. Ongoing Supplementation Standards. For all future supplements, web updates shall be Quarterly and print updates shall be bi-Annual), the Service Provider shall perform the following editorial services:

6.1. Verification: Verify adoption of all legislation and distinguish between Code and non-Code material.

6.2. Placement & Numbering: Determine proper placement of new legislation and impose standard section numbering consistent with the Code.

6.3. Reference Checks: Confirm accuracy of internal and statutory references within the new legislation and update them as necessary.

6.4. Index & Tables: Update the Code Index, Table of Contents, and Chapter Schemes to reflect the new legislation.

6.5. History: Add historical annotations to amended sections.

6.6. Supplement Approval: Prior to posting any quarterly supplement to the live eCode360 site, the Service Provider shall provide a digital proof of the update to the City Administrator, or designee. The City Administrator, or designee shall have the right to reject or request corrections to any editorial changes made to the legislation prior to publication.

6.7. Turnaround Time: Service Provider shall complete processing of supplementation within 4 to 6 weeks of receipt of materials.

7. Printed Deliverables. Upon completion of the editorial and conversion work, the Service Provider shall deliver four printed copies of the Code. Service Provider shall provide Bi-Annual print updates of the Code after the initial publication. These volumes shall meet the following specifications:

7.1. Binding: Blank post binders.

7.2. Format: Single-column layout on 8 ½ x 11-inch pages.

7.3. Typography: 11-point Times New Roman font.

7.4. Paper: 100% recycled paper.

7.5. Indices and Instructions: Inclusion of a comprehensive Index, Disposition List, and an Instruction Page to guide proper updating of the Code.

8. Performance Schedule.

8.1. Online Delivery: The Service Provider shall complete the conversion and post the Code to eCode360 within 12 to 14 weeks of the contract execution and receipt of all source materials.

8.2. Printed Delivery: Printed volumes shall be shipped following the finalization of the electronic data.

9. TrackBack Law Ledger Services. The Service Provider shall implement "TrackBack Law Ledger" for the City's previously codified ordinances (approximately 136 ordinances). This service shall include:

9.1. Historical Linking: Linking the 136 ordinances to the Code's history notes and other relevant Code references to provide historical context.

9.2. PDF Repository: Storing PDF copies of these ordinances on the eCode360 platform, organized chronologically and accessible next to the Code text.

**EXHIBIT B
PRICING AND COMPENSATION**

1. **One-Time Project Fees:** The City shall pay the following fixed fees for the Conversion Project and TrackBack implementation:
 - 1.1. **Base Conversion Fee: \$2,815.00** (Includes editorial, conversion, online setup, and shipping of 4 volumes). **TrackBack Implementation Fee: \$1,892.00** (Includes processing of 136 ordinances and one-time setup fee).
 - 1.2. **TOTAL ONE-TIME PROJECT COST: \$4,707.00.**
 - 1.3. **Payment Schedule:** Notwithstanding the "Progress Payments" provision in Paragraph 3 of the Contract to the contrary, the One-Time Project Fee shall be invoiced 100% upon the posting of the eCode360 site to the public.

2. **Recurring Fees (Annual Maintenance):** Beginning one year from the initial posting of the eCode360 site, the City shall pay an annual maintenance fee for the Premium eCode360 service.
 - 2.1. **Annual Fee: \$1,295.00** per year. **TrackBack Maintenance Fee: \$350.00** per year.
 - 2.2. **TOTAL ANNUAL MAINTENANCE: \$1,645.00** per year.
 - 2.3. **Scope:** This fee covers annual licensing, web hosting, disaster recovery, the PubDocs Module, and the posting of new legislation (as PDFs) between regular supplements.

3. **Legislation Enacted During the Project ("Gap Legislation"):** Legislation enacted during the conversion process shall be part of the Service Provider's first supplementation of the Code after the completion of the conversion process.