City of Carthage, Missouri
BUDGET WAYS & MEANS COMMITTEE

October 9, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Alan Snow, Mark Elliff, David Armstrong, Ed Hardesty

OTHER COUNCIL MEMBERS: Terri Heckmaster

STAFF PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, Parks Director Abi Almandinger, Recreation and Events Coordinator Chelsea Cholley and Admin Assistant Dorothy Weber.

Chairman Snow called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of Sept 6, 2023 Minutes

ACTION:	Motion to approve Sept 6, 2023 minutes by Mark Eliff second by Ed Hardesty Motion passed with a 4:0
AYES:	David Armstrong, Mark Elliff, Alan Snow, Ed Hardesty
NOES:	None
ABSTAIN:	None

3. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

4. New Business

1. Consider and Discuss Management Agreement with the CEDC

Mark Eliff asked about funding and if it would be released once an agreement is signed. Mark Eliff then asked about financing. Jeff Meredith stated that there is a cooperation agreement with Jeff Williams and that they are looking to close on the property by the end of November but that the family that is selling the property has stated that they may wait until January to close for tax purposes. They will have funding within 30 days of closing. Jeff Meredith stated that there were no commitments from anyone at that point. Mark Elliff asked if the City Attorney had looked over the agreement. Jeff Meredith stated that he had and was okay with the changes. Mark Elliff asked if each entity would be handling their own financing. Greg Dagnan stated that the City could write a check for one million dollars or finance it. Mark Elliff asked about page 2 section 3 which states

that CWEP will handle all utilities and the City handles the roads. Jeff Meredith stated they can take the language out and that no one has financed it, he's just asking for the agreement. Alan Snow stated that they won't know what roads will be built until construction has started. The Committee asked that Nate add pay-as-you-go language to the agreement. Dave Armstrong clarified by stating that the agreement should be similar to the Myers Park agreement. Mark Eliff asked about available grants and Jeff Meredith stated that he would be applying. Mark Elliff asked about marketing and Jeff Meredith stated that they would be using a two-sided billboard. Mark Elliff asked about topography problems. Greg Dagnan answered and stated that phase one of the soil study was complete and phase two was not recommended.

ACTION:	Motion to forward to Council by Chairman Snow second by David Armstrong
	Motion passed with a 4:0
AYES:	David Armstrong, Mark Elliff, Ed Hardesty, Alan Snow
NOES:	None
ABSTAIN:	None

2. Consider and Discuss Parks and Recreation Programming Expenses.

Abi Amandinger stated that Chelsea Cholley was hired as Rec Planner. Abi stated that Chelsea's position had been budgeted for in June/July 2023. Abi Almindinger spoke about the many things that have been accomplished since Chelsea Cholley took that position. Abi then spoke about the additional expenses and asked for a 25,000 dollar budget adjustment. Traci Cox stated that the funds need to be allocated between the different parks departments. Abi Almandinger then explained how they were going to generate money and that they expected to break even their first year. David Armstrong spoke about his support for this. Mr. Armstrong stated that this community needs these services/programs and that it's adding value to the community. Traci Cox stated that she would prepare a budget adjustment. Greg Dagnan stated that they've set up accountability through their committees.

ACTION:	Motion to forward to Council by Ed Hardesty
	Motion passed with a 4:0
AYES:	David Armstrong, Mark Elliff, Alan Snow, Ed Hardesty
NOES:	None
ABSTAIN:	None

3. Staff Reports

Traci Cox stated that she's had conversations about transparency and has suggestions for changes to how the City does ordinances and resolutions. Traci Cox then played a video explaining the suggested changes. The video was a Branson Board of Alderman meeting. Traci then stated she would call other cities to see how they did the ordinances and resolutions.

Traci Cox said that sales tax revenue is down 2.63% from last year and that the use tax is already 50% over the projected amount for this quarter. Traci then stated that the use tax goes into general revenue and that may change how the City budgets in the future. Traci updated the committee on the marijuana tax. She stated that the City won't see it until January 2024. The City staff and Committee then discussed the CID. Traci Cox stated that she was going to call

the Dept of Revenue to see where the money is being spent and how much the CID is being fined daily.

5. Adjournment

ACTION:	Motion to adjourn at 6:35 pm by Mark Elliff
	Motion to adjourn with a 4:0
AYES:	Dave Armstrong, Mark Elliff, Alan Snow, Ed Hardesty
NOES:	None
ABSTAIN:	None

CARTHAGE HARDWARE
SINCE 1878

119 E 3rd St. Carthage MO 64836 *417-358-3579*
carthagehardware.build

November 1, 2023

To Whom it May Concern;

As a life long Carthage resident and owner of multiple long-term community focused businesses in Carthage it is my honor to submit our proposal to provide General Office Supplies, Equipment and Related Services to our City.

Carthage Hardware remains a strong Carthage business as it has for the last 145 years. Carthage Hardware is a locally owned and operated business that is independent of any co-op or franchise allowing us to leverage the best overall cost and products for our customers. This also allows us to source items from multiple distribution channels allowing *Carthage Hardware* to minimize out of stock situations. In conjunction our management team has over twenty-five years' experience in retail management, order fulfilment and specialized training in many aspects of Office Supplies, Paint, and Hardware. *Carthage Hardware* is fortunate to be able to bring these resources together to serve the needs of our City.

Through our online ordering system each City of Carthage Buyer will be able to place orders for store pick up or delivery for bulk items. This online ordering system is already in place and ready to use. This system will also give the quantity available for each item. The online portal functions seamlessly with our billing system, tracking purchase order numbers, buyers, and concise statements to the City for easy record keeping.

It is the goal of *Carthage Hardware* to provide our City with cost effective solutions for the products and services it uses. For this reason we wish to submit a cost+ proposal with our guarantee to source the most cost effective products for our City.

Carthage Hardware Cost+ Proposal is as follows:

1. Customer Service: The City of Carthage will be assigned a direct contact with Carthage Hardware that will ensure that City of Carthage order requirements are met. Communicating product replacements, delivery dates and other information directly to the Buyer. Buyers may purchase directly from the store using either 3rd St. or 2nd St. entrances, online at *carthagehardware.build*, by phone or text at 417-358-3579. Orders will be taken with appropriate documentation of buyer status and/or purchase order.

   Carthage Hardware maintains adequate space to warehouse sufficient quantities of frequently purchased items allowing many items to be immediately available.

2. Item Cost+: This amount will be capped at 23% for all products and services identified under this RFP and will not exceed manufacturer MSRP. This allows for a best pricing scenario for the City while still offering *Carthage Hardware* a reasonable margin.
   **Due to item specifications and purchase volume not being available, a more detailed cost analysis cannot be provided at this time. Upon being awarded this bid, *Carthage Hardware* will work with City departments to identify the most cost-effective solution for product preferences.

   Bulk Purchases: *Carthage Hardware* will leverage bulk purchasing from manufactures where possible and communicate these opportunities to the City of Carthage allowing for additional cost reduction.

   Each City of Carthage department will be communicated to in advance of any price increases. Carthage Hardware will provide reasonable effort to offer comparable products that may reduce the overall cost to the City. Aligning preferences among City Departments and finding other more cost-effective quality products will also further reduce overall cost to the City based on purchase volume and reduce the cost of carrying inventory.

3. Order Process: *Carthage Hardware* is prepared to comply with the necessary requirements outlined in the City's order requirements as set out in Section IX of the RFP.

4. Packaging: Pricing will be inclusive of all packing and delivery/shipping charges. In addition; packaging will include a packing list with detailed item, buyer and delivery information.

5. Rejection of Goods or Acceptance of Service: Returns may be made for any reason within 30days. Returns for manufacture defect after 30days will be subject to the manufactures warranty. Item returns may be collected with regular deliveries by *Carthage Hardware* staff or may be made by City personnel personally at *Carthage Hardware*. A restocking fee may apply for items drop shipped, special ordered, or returned due to buyer error. Restocking fees do not apply for damaged items of vendor/manufacturer error or defects.

Carthage Hardware has been at the heart of the City of Carthage for over 145 years, so we truly have the best interest of our City and it's Citizens at heart.

We appreciate the opportunity to work with the City of Carthage offering the best option in cost and partnership. Our team is looking forward to working with the City officials and the individual buyers to design a purchasing program that best suits their needs while maintaining quality and cost-effectiveness.

Respectfully,

Ed Grundy, Proprietor
Carthage Hardware

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SINCE 1878

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Respectfully,

Ed Grundy, Proprietor
Carthage Hardware

RECEIPT: CITY OF CARTHAGE

2023 LICENSE

Fee $ 102.00

Business CARTHAGE HARDWARE

Type MERCHANT

No 0323

STATE OF MISSOURI
COUNTY OF JASPER
CITY OF CARTHAGE

City Of Carthage License

No 0323

2023

IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF CARTHAGE, MISSOURI

CARTHAGE HARDWARE

119 E 3RD ST

CARTHAGE, MO 64836

IS HEREBY LICENSED BY SAID CITY OF CARTHAGE TO CARRY ON THE BUSINESS OF

MERCHANT

beginning the 1st day of JANUARY 2023 and terminating

the 31st day of DECEMBER 2023.

CITY OF CARTHAGE

DATE ISSUED February 24, 2023

Carthage City Hall
Accounts Receivable

MERCHANT'S LICENSE

SENATE BILL NO. 579 - 87th GENERAL ASSEMBLY
SECTION 150.130 SECTION 150.150

STATE OF MISSOURI }
COUNTY OF JASPER } ss.

LICENSE NO. 4745

The State of Missouri, to all who shall see these presents - Greeting:

Know Ye, that **CARTHAGE HARDWARE, LLC**

is hereby authorized to vend goods, wares and merchandise at any one place within said county for twelve months, ending the **30th** day of **April, 2024**.

In Testimony, I _____,

Clerk of the County Commission of Jasper County, have affixed the seal of said Commission **23rd** day of **February**, 20 **23**

_____ County Collector

By Samantha M Brunnert Deputy Collector

State of Missouri
Missouri Retail Sales License

Licensee:

License Issued: January 09, 2020

CARTHAGE HARDWARE
119 E 3RD ST
CARTHAGE, MO 64836-1620

CARTHAGE HARDWARE, LLC

MISSOURI ID: 25985949

The issuance of this license is contingent upon the licensee's compliance in all respects with the requirements in Chapter 144 RSMo and the rules promulgated thereunder.

This license is valid until cancelled and surrendered by the licensee or revoked by the Director of Revenue.

This license must be prominently displayed in the place of business.

STATE OF MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION

This business is registered INSIDE the city limits of CARTHAGE in JASPER COUNTY and you are liable to collect and remit all applicable state and local sales taxes.

This license is not assignable or transferable.

Notice Number: 2011072744

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR A 5339 CAPITAL ASSISTANCE GRANT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

WHEREAS, the City has applied to the Commission for a grant of funds under Title 49 United States Code 5339 to defray a portion of the costs of a general public transportation project.

WHEREAS, the Commission has awarded funds available pursuant to Section 5339 to the City with the understanding that such funds will be used for projects pursuant to the attached agreement and incorporated herein as exhibit A,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, the mayor is authorized execute the attached grant agreement for a Section 5339 Capital Assistance Grant, in the City of Carthage Missouri. .

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Sponsored by:

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CCO Form: MO93
Approved: 09/16 (MWH)
Revised: 08/23 (MWH)
Modified:

Project No. MO-2022-034-00
Or MO-34-X029
Or other funding available

CFDA Number: CFDA #20.526
CFDA Title: Section 5339 - Bus and Bus Facilities Formula Program
Federal Agency: Federal Transit Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BUS AND BUS FACILITIES, SECTION 5339
CAPITAL ASSISTANCE GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the CITY OF CARTHAGE (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the Grantee has applied to the Commission for a grant of funds made available to the Commission under Title 49 United States Code (USC) 5339, (hereinafter, "Section 5339") to defray a portion of the costs of a general public transportation project carried out by the Grantee; and

WHEREAS, the Commission has awarded funds available pursuant to Section 5339 to the Grantee with the understanding that such funds will be used for projects pursuant to this Agreement for the purposes specified in Grantee's application for Section 5339 assistance (Appendix A, which is attached hereto and incorporated herein by this reference).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing the project's expenses that are eligible for federal financial assistance.

(A) Such capital costs are estimated to be the amount appearing in the Grantee's estimated capital project budget (Appendix A).

(B) The Commission will make a grant from available federal funds in an amount not to exceed eighty percent (80%) of the capital costs in a manner consistent with the administrative rules of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA) Circular: 5100.1, dated May 18, 2015.

(C) The Grantee will provide funds from sources other than: (a) unauthorized restricted federal funds; (b) receipts from the use of the project facilities and equipment; or (c) revenues of the general public transportation system in which such facilities and equipment are used, in an amount sufficient together with the grant pursuant to this Agreement, to pay the actual project cost.

(D) The Commission's maximum contribution to costs of the approved project is eighty percent (80%) of actual cost or sixty-three thousand nine hundred thirty-two dollars ($63,932.00), whichever is less. Costs in the project budget are estimates, and funds not necessary to carry out the project may be withdrawn by the Commission upon written notification to the Grantee.

(2) SCOPE OF WORK AND BUDGET: The Grantee will undertake and complete the project specified in the approved project application and budget (Appendix A).

(3) USE OF PROJECT FACILITIES AND EQUIPMENT: The following conditions are applicable to project facilities and equipment financed under this Agreement:

(A) The project facilities and equipment shall be used to provide general public mass transportation service within the Grantee's transportation service area, substantially as described in the project description (Appendix A). The Grantee agrees to observe the property management standards as set forth in Title 2 Code of Federal Regulations (CFR) Part 200, as now or hereafter amended in order to protect the interest of the USDOT. Exceptions to the requirements of this paragraph must be specifically approved by the Commission.

(B) If during the period, any project facilities/equipment are not used in mass transportation service, whether by planned withdrawal or casualty loss, the Grantee shall immediately notify the Commission and shall remit to the Commission a proportional amount of the fair market value, if any, of the property, which shall be determined on the basis of the ratio of the grant made by the Commission to the actual cost of the project. Fair market value shall be deemed to be the value of the property as determined by competent appraisal at the time of such withdrawal from use or misuse, or the net proceeds from public sale, whichever is approved by the Commission.

(C) In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account shall be considered fair market value. In no event is salvage value to be considered fair market value.

(D) The Grantee shall keep satisfactory records with regard to the use of the property and submit to the Commission upon request such information as is required in order to assure compliance with this paragraph and shall immediately notify the Commission in all cases in which project facilities/equipment are used in a manner substantially different from that described in the project description.

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(E) The Grantee shall maintain in amount and form satisfactory to the Commission such insurance as will be adequate to protect project facilities/equipment throughout the period of required use.

(F) At the beginning of each calendar year, the Grantee shall also submit to the Commission a certification that the project facilities/equipment are still being used in accordance with the terms of paragraph (3) of this Agreement and that no part of the local contribution to this cost of the project has been refunded or reduced, except as authorized above.

(4) PROJECT TIME PERIOD: The project period shall be from the date upon which this Agreement is executed until the equipment purchased under this Agreement is disposed of in accordance with Appendix B attached hereto and incorporated herein by reference.

(5) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(6) LABOR PROTECTION: The Grantee agrees to accept and abide by the terms and conditions of 49 USC 5333(b), as amended, (hereinafter, "5333(b)"), absent a waiver by the United States Department of Labor.

(A) The Grantee agrees that it is the exclusive party responsible under the terms of the 5333(b) Warranty and that the State of Missouri, acting through the Commission, assumes no obligation under the terms of the 5333(b) Warranty.

(B) The Grantee shall be solely financially responsible for the application of the conditions of 5333(b).

(7) AUDITS, INSPECTION, AND RETENTION OF RECORDS: The Commission and theUSDOT, or any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as the Commission or the USDOT deems necessary at no charge to the Commission and/or its designees or representatives, all of the Grantee's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit under the guidelines of 2 CFR Part 200, examine and make excerpts or transcripts from such records and other matters covered by this Agreement. Such rights shall last for three (3) years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the Grantee retains ownership or possession of such property; or (c) the end of the project time period specified in paragraph (4). All documents, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the Grantee for three (3) years from the date of final payment to facilitate any audits or

inspections.

(8) AUDIT REQUIREMENTS: If the Grantee expends seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Grantee expends less than seven hundred fifty thousand dollars ($750,000) a year, the Grantee may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(9) PROPERTY MANAGEMENT STANDARDS: The Grantee's services rendered and reimbursable expenses incurred shall be those allowable under 2 CFR Part 200.

(10) REPORTS: The Grantee shall advise the Commission regarding the progress of the projects at such times and in such a manner as the Commission may require, including, but not limited to, meetings and interim reports.

(11) INSURANCE: The Grantee shall maintain in amount and form satisfactory to the Commission such insurance as will be adequate to protect it in case of accident. If permitted by law, the Grantee may maintain a self-insurance program in lieu of purchasing insurance coverage. The Grantee shall verify compliance with this paragraph by submitting a copy of its certificate of insurance, or if self-insured, a copy of its self-insurance plan.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify, and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of

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Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Grantee is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant to this Agreement, and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Grantee complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (13) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Grantee becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(14) SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The Grantee shall comply with all the requirements imposed by the USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments) set forth in 49 CFR Subtitle A, Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

(15) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising from this Agreement.

(16) REIMBURSEMENT CONDITIONS: Reimbursement by the Commission is subject to the following conditions:

(A) Progress payments, based upon actual allowable costs, for not less than one (1) month may be made upon receipt of an itemized invoice from the Grantee

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in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission or FTA in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(B) Requisitions requesting reimbursement for capital expenses shall be in accordance with the approved estimated capital project budget (Appendix A).

(17) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(18) SUBCONTRACTS: None of the project activities described in Appendix A shall be subcontracted without the prior written consent of the Commission. All subcontracts shall be subject to the terms and conditions of this Agreement. The Grantee, however, shall remain responsible for the proper completion of the project notwithstanding any subcontract.

(19) TERMINATION: This Agreement may be terminated upon any of the following conditions:

(A) If for any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations contained herein, the Commission shall have the right to terminate this Agreement if such default or violation is not corrected within twenty (20) days after written notice is sent to the Grantee describing such default or violation.

(B) The Commission may terminate this Agreement without recourse in the event that, for any reason, federal funds are not appropriated, allotted, or available to the Commission for the purpose of meeting the Commission's obligation hereunder. The Commission will provide written notice of such termination to the Grantee at least five (5) days prior to the effective date of termination.

(C) Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

(20) SOURCE OF COMMISSION FUNDS: The obligation of the Commission for financial assistance in the project is contingent upon this Agreement being approved by the FTA and the USDOT, and upon federal funds being allocated to and approved for the project.

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(21) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(22) SECURITY: The Grantee agrees that upon purchases with funds provided under this Agreement of any equipment for which a title certificate may be obtained or is required under the laws of the State of Missouri that the Grantee will execute such documents as may be necessary to protect and secure a lien upon equipment in favor of the Commission. Any and all fees required to be paid to secure and maintain said lien shall be paid by the Grantee.

(23) PURCHASE OF VEHICLES AND/OR PROJECT EQUIPMENT: The Commission reserves the right to procure all new vehicles on behalf of Grantee unless waived. The Commission reserves the right to review and concur in the Grantee's specifications and advertisement for purchase of transit equipment. The Commission will concur in award of bid by the Grantee prior to execution of the Agreement between the Grantee or any bidder.

(24) NO WARRANTY:

(A) If the Commission opts to procure vehicles or equipment on behalf of the Grantee, the Commission makes no warranties, express or implied, to the Grantee with respect to such vehicles or equipment, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. The Grantee's acceptance or use of the vehicles or equipment constitutes the Grantee's acknowledgement that the vehicles or equipment are in working condition at that time.

(B) The Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Commission's procurement of vehicles or equipment on behalf of the Grantee under this Agreement.

(25) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(27) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed

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according to the laws of the State of Missouri. The Grantee shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

(28) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(29) CONFIDENTIALITY: The Grantee shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Grantee shall notify the Commission immediately of any request for such information.

(30) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(31) SECTION 5339 STATE MANAGEMENT PLAN: The Grantee agrees to the terms and conditions of the Missouri Department of Transportation's §5339 State Management Plan.

(32) ASSIGNMENT OF CAPITAL EQUIPMENT: Appendix A lists the county or area where the capital equipment is assigned. If the Grantee becomes financially unable to operate within the assigned county, in the judgment of the Commission, the Grantee will relinquish the titles of the items in Appendix A to the Commission. The Commission will assist the Grantee in recovering twenty percent (20%) of the current fair market value, although it is not obligated to do so and may take possession of vehicles without doing so. Capital equipment, once assigned, cannot be reassigned to another county unless the Commission concurs. The Commission will be the first lien holder on all capital equipment unless waived.

(33) PRIVACY ACT:

(A) The Grantee agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the Grantee agrees to obtain the express consent of the USDOT before the Grantee or its employees operate a system of records on behalf of the USDOT. The Grantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act

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may result in termination of the Agreement.

(B) The Grantee also agrees to include these requirements in each of its contracts to administer any system of records on behalf of the USDOT financed in whole or in part with Federal assistance provided by FTA.

(34) STATE AND LOCAL LAW DISCLAIMER: The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the Grantee's procurement documents, the Grantee should consult with their local attorney.

(35) DRUG-FREE WORKPLACE: The Grantee agrees to maintain a drug-free workplace for all employees and to have an anti-drug policy and awareness program in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701 *et seq.*), as amended, and 49 CFR Part 32.

(36) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA): The Grantee shall comply with all reporting requirements of FFATA, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(37) FEDERAL CLAUSES: The Grantee and its subcontractors shall comply with the Federal Transit Administrations third party contracting clauses as specified in Appendix C of this agreement.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Grantee on 2023-11-09 | 9:47 AM CST (date).

Executed by MHTC on _____(date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By:_____

Title:_____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF CARTHAGE

By:_____

Title: mayor

ATTEST:

By:_____

Title:_____

Approved as to Form:

_____

Ordinance No.:_____
(if applicable)

DocuSign Envelope ID: 45464C35-7D24-4835-BD63-3AD1278B430B

Appendix A

FAIN No: MO-2022-034-00

Project No: MO-34-X029

Award Date: 08/17/2022

Agency: CITY OF CARTHAGE

UEI#: ZDYZNNKUKHH9

Project: 5339 Bus and Bus Facilities - FY19 Statewide Funds

Total Funds: $79,915.00

Federal Share: $63,932.00

Local Share: $15,983.00

No R/D

No Indirect Costs

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APPLICATION FOR SECTION 5311 ASSISTANCE

Date: 9-20-23

Applicant's Name: City of Carthage

Mailing Address: 326 Grant St

Street Address (if different from mailing address):

City: Carthage State: MO Zip+4: 64836

Contact Person: Greg Dagnan

Phone Number: 417-237-7000 Fax Number:

E-Mail Address: g.dagnan@carthagemo.gov

County: Jasper U.S. Congressional District: 7

UEI (Unique Entity Identifier) #: ZDYZNNKUKHH(

Does applicant agency have a Title VI / Non-Discrimination Plan? ☑ yes ☐ no

If yes, Title VI/Nondiscrimination Plan approval date (mm/dd/yy): 8/24/2021

Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low-income individuals. ☐ yes ☑ no

Potential riders/clients of our transportation service will be predominantly minority and/or low-income individuals. ☑ yes ☐ no

General description of Project:

(additional pages may be attached but no more than 2 pages for attachment to the agreement)

Proposed Capital Funding:

Federal Funds	$
Local Match	$
TOTAL BUDGET	$

Proposed Operating Funding:

Federal Funds	$43376.00
Local Match	$43376.00
TOTAL BUDGET	$86752.00

Authroizing Official

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Capital Requests 5339/5311
MO-2022-034 / MO-34-X029
Federal Funds available
Grant 5339/5311

Agency	COST	Share @ 80%	Quanity	Vehicle Description	Floor Plan		Total Cost	Base Price	#1 Backup Camera	#2 Fold-Away Center Seat	#3 Power Sliding Door	#4 Rear Entry (-4470.00)
City of Carthage	$ 79,915.00	$ 63,932.00	1	Braun Side Entry-Rear Entry	Rear Entry	CCC	$ 79,915.00	$ 81,801.00	$ 977.00	$ -	$ 1,607.00	$ (4,470.00)
	$ 79,915.00	**$ 63,932.00**	**1**				**$ 79,915.00**					

MoDOT Transit Equipment / Vehicle Dispositions Guidelines

Due to the Bipartisan Infrastructure Law, effective November 15, 2021 the disposition requirements for rolling stock, equipment and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance (2) with a fair market value or the net proceeds of more than $5,000, the recipient may retain a portion of the funds, plus the percentage of its local share in the original award. Any remaining amount must be returned to the Federal Transit Administration (FTA). (*See Division of Proceeds below*).

Minimum Useful Life

Vehicles will be eligible to be considered for replacement or disposal when the **minimum** useful life has been met. If a vehicle is requested to be disposed before the end of useful life, MoDOT staff will review on a case by case basis.

Equipment (Rolling Stock) Minimum Requirements for Dispositions/Replacements

Vehicles will be eligible to be considered for replacement or disposal when the following **minimum** useful life has been met:

Rolling Stock/Vehicles Use and Dispositions (all programs)	Useful Life
Vans - straight, modified, sedans, lowered floor and other vehicles-minivans	4 years or 100,000 miles
25' - 35' Light duty transit buses, cutaways (bodies on chassis)	5 years or 150,000 miles
30' Medium duty transit bus	7 years or 200,000 miles
30' Heavy duty transit bus	10 years or 350,000 miles
35' - 40' Heavy duty bus and transit buses	12 years or 500,000 miles
Ferry Boats	25 years

Recipients are required to submit a written request for disposal of a vehicle(s) or equipment they wish to dispose. The recipient must receive written authorization from MoDOT before disposing of federally funded equipment, including vehicles. The recipient has 90 days to process and close the disposition request from the date of the approved authorization.

Disposition Procedures:

A recipient may dispose of a vehicle in either of two ways:

1. A vehicle may be sold outright to a third party through a variety of approved processes. These include advertised sealed bids, auto auction or the average of three competitive appraisals.

2. A recipient may choose to purchase the federal interest in a vehicle(s), the buyback option. In this case, the implicit price will be the average fair market value (FMV) of the vehicle as specified in the most recent National Automobile Dealers Association (NADA) Official Used Car Guide or the Bus Blue Book Guide, approved by MoDOT.

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COUNCIL BILL NO. 23-62 **ORDINANCE NO.** 23-68

An Emergency Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I. That the Mayor is hereby authorized to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

SECTION II. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

SECTION III. This Ordinance shall be considered an Emergency Ordinance under the terms of the Charter of the City of Carthage.

SECTION IV. This ordinance shall take effect and be in force from and after its passage an approval.

PASSED AND APPROVED THIS 14th **DAY OF** September**, 2023.**

Dan Rife, Mayor

ATTEST:

Miranda Deal

Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means Committee

ClearGov

Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	George Hoermann
Contact Phone	(203) 246-3611
Contact Email	ghoermann@cleargov.com

Order Date	Oct 31, 2023
Order valid if signed by	**Nov 2, 2023**

Customer Information

Customer	The City of Carthage, MO	Contact	Dan Rife	Billing Contact	Traci Cox
Address	326 Grant Street	Title	Mayor	Title	Assistant City Administrator
City, St, Zip	Carthage, MO 64836	Email	d.rife@carthagemo.gov	Email	t.cox@carthagemo.gov
Phone	(417) 237-7000			PO # (If any)	

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 2	$ 10,800.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions	Tier 2	$ (3,780.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ 7,020.00**
Subscription Services	**Tier**	**Service Fees**
ClearGov BCM Operational Budgeting - Civic Edition	Tier 2	$ 13,300.00
ClearGov BCM Personnel Budgeting - Civic Edition	Tier 2	$ 12,100.00
ClearGov BCM Capital Budgeting - Civic Edition	Tier 2	$ 9,800.00
ClearGov BCM Digital Budget Book - Civic Edition	Tier 2	$ 8,100.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 2	$ (15,155.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 28,145.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Nov 1, 2023	Nov 1, 2023	ClearGov Setup Services
Pro-Rata	Nov 1, 2023	Jun 30, 2024	ClearGov Subscription Services
Initial	Jul 1, 2024	Jun 30, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Nov 1, 2023	$ 7,020.00	One Time Setup Fee
Nov 1, 2023	$ 18,763.33	8 Month Pro-Rata Subscription Fee
Jul 1, 2024	$ 28,145.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein

Billing Terms and Conditions		
Valid Until	**Nov 2, 2023**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Cancellation Option	This ClearGov Service Order is subject to the approval of the Carthage City Council (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its November 2023 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Dan Rife
Title	Mayor

ClearGov, Inc.	
Signature	Bryan A Burdick
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	**If Yes: Original Service Order Date**	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.