



City of Carthage, Missouri
PUBLIC SAFETY COMMITTEE

October 20, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. Call to Order

2. Old Business

1. Approval of 9-22-25 Minutes

3. Citizen Participation

(Each person addressing the Committee shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue, they are not permitted to once again speak on the issue unless called to answer any further questions by the Committee or Chair)

1. Consider and discuss 2025 Christmas Parade - Mark Sponaugle
Christmas Parade will be held on December 1st.
2. Consider and discuss the closing of the 900 block of Poplar Street for a Halloween party — Chris Goodwin

4. New Business

1. Discuss and consider the revision and updates to the Administrative Sergeant job description. Adding the TAM Plan manager information, and condensing duties and responsibilities.
2. Consider and discuss the acceptance of the Blue Shield Department of Public Safety Program grant.
3. Consider and discuss Brycer the compliance engine - Deputy Chief Maples
4. Consider and discuss road closure for the Veterans Day Parade November 11th at 5:00pm. - Traci Cox
Barricades need to be in place at 4:30 until the end of the parade.
The parade will begin on Main Street, continue north rounding the Square and ending on Grant Street by the 6th Grade Center. Melissa is requesting the closure of City of Carthage Main/Grant from Chestnut to 3rd Street and 4th, 5th, and 6th Streets between Grant and Main to be closed.
5. Staff Reports
Fire Department
Police Department

5. Adjournment

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri
PUBLIC SAFETY COMMITTEE

September 22, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Alan Snow, Ray West, Genaro Cifuentes

MEMBERS ABSENT: Kate Gilpin

OTHERS PRESENT: Mayor David B. Flanigan

STAFF PRESENT: Police Chief Bill Hawkins, Fire Chief Jason Martin, Police Admin. Sergeant Heather Wolfe

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

2. Old Business

1. Approval of 8-18-2025 Minutes

Councilman West made a motion to approve the minutes from 8-18-25 meeting. Motion passes.

3. Citizen Participation

(Each person addressing the Committee shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue, they are not permitted to once again speak on the issue unless called to answer any further questions by the Committee or Chair)

1. Discuss and consider handicap parking on Lyon Street (corner of 4th & Lyon) - Judy Moore

Judy Moore requested to convert parking spot at 4th and Lyon into a handicap spot. Councilman West made a motion to forward the request to convert of the parking spot into a handicap parking spot for final approval to Public Works. Motion passes.

2. Discuss and consider the closure of George E. Phelps from Grand Ave to Fulton on October 17th, from 5:00 PM until 7:30 PM for the Maple Leaf 5K. - Terecia Mixon (YMCA)

Terecia Mixon was present to ask for road closures and barricades for the Maple Leaf 5K race on October 17th. She requested CPD barricade and a soft street closure from George E Phelps at S. Grand Ave to S. Fulton Street, have officers present at race crossings at the entrance of Fairview Christian Church, limiting access from Airport Drive to Clinton Street and Grand to Fairview. The times requested for closures is 5:30-7:30 pm, the race begins at 6 pm. Councilman Cifuentes made a motion to approve the closures as presented. Motion passes.

4. New Business

1. Consider and discuss FD donation - \$2,000 from Backyard Discovery
After lengthy discussion, a motion to forward the resolution of the Backyard Discovery donation resolution to Council was made by Councilman West. Motion passes.
2. Discuss and consider the acceptance of a \$25,000 grant from the Department of Public Safety for the prevention of violent crime.
Discussion only. No action was taken.
3. Discuss and consider closing the south side of the square on October 4 from approximately 4:30 PM to 7:30 PM for our annual Night Under the Stars cruise-in. This is a fundraising event that the Sheriff's Office holds annually.
After lengthy discussion, Councilman Cifuentes made a motion to approve the closing of the south side of the square on 4th Street from Main to Grant from 4:30Pm to 7:30Pm on Oct. 4th for the Sheriff's Office annual Night Under the Stars cruise fundraiser event. Motion passes.
4. Staff Reports

Fire Department

Chief Marian provided department updates.

Police Department

Chief Hawkins provided department updates.

5. Adjournment

Councilman Cifuentes made a motion to adjourn at 6:07Pm. Motion passes.

“Get Your Christmas Kicks on Route 66”

ENTRY FORM

CARTHAGE CHRISTMAS PARADE

Sponsored by

Carthage SkillsUSA

Monday, December 1, 2025, 7:00 p.m.

Organization Name: _____

Contact Person Name: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Cell Phone: _____ Fax: _____

CATEGORY (Check One):

SENIOR HIGH SCHOOL BAND

TWIRLIERS/DANCE GROUP

JUNIOR HIGH BAND

AUTOMOTIVE

CHURCH DIVISION

YOUTH DIVISION

HORSE ~ RIDER &/or WAGON

ADULT DIVISION

SPECIALTY/MISCELLANEOUS

BUSINESS/COMMERCIAL~ (**\$30 ENTRY FEE**)

Estimated number of participants in entry _____ Is this a float? YES NO

Brief description: _____

DECORATE YOUR ENTRY! DECORATE YOUR ENTRY! DECORATE YOUR ENTRY!

Parade Entry **Deadline: Wednesday, November 12, 2025**

RETURN TO:

- Mail – Mark Sponaugle, 423 Wooster St, Carthage, MO 64836 (This is an address change.)
- FAX TO: 417-359-7098, Attn.: Mark Sponaugle
- Email: spoondog59@gmail.com or sponauglem@carthagetigers.org

Please call if you have any questions 417-793-4149 (Sponaugle’s Cell Phone)

ENTRY FEE -- \$30 for Business / Commercial (**Only**)

(If Carthage Schools are closed due to inclement weather the parade may or may not be postponed one week.)

October 9, 2025

Merry Christmas,

The leaves are doing their "thing," which means it is time to make plans for the 52nd annual Carthage Christmas Parade. Carthage SkillsUSA, in conjunction with Vision Carthage, would like to invite you to join them in celebrating the season by participating in this year's event. The parade will take place on Monday, December 1, 2025, at 7:00 p.m. The theme this year is "Get Your Christmas Kicks on Route 66" - a great way to kick off Route 66's birthday celebration!

Carthage SkillsUSA is looking forward to "gifting" this annual event to our community. SkillsUSA is a youth organization, made up of high school students who are enrolled in classes at the Carthage Technical Center. These classes cover a wide range of interests such as Computer Maintenance, Carpentry, Drafting, Public Safety, Precision Machining, and Robotics. Our students and advisors know the importance of giving back to the community. The Christmas parade has been a long-standing tradition in Carthage and the Carthage SkillsUSA Chapter is proud to be a part of this tradition.

The parade will follow the same route as in years past. The route will originate at the corner of Chestnut and Main (in front of the First Christian Church). Proceed north on Main, circle the beautiful Carthage Square, then head back south on Grant street and end at Chestnut and Grant (tennis courts behind the 6th Grade Center). The route encompasses a distance of approximately one mile.

Trophies will be awarded to first place winners in each category **IMMEDIATELY** following the parade on the steps of the First Christian Church (parade starting point). As we have done in the past, we will also present trophies for Mayor's Choice, Director's Choice, and Best Use of Lights.

Reminders;

- ❖ **Your entry must be decorated for the season.**
- ❖ Judging WILL TAKE PLACE during the parade somewhere around the Carthage square.
- ❖ **Entry fee, \$30.00, ONLY for businesses and/or commercial entries** Thank you for your support.

- ❖ As a safety precaution, the Carthage Police Department has ruled that a "treat" item **MAY NOT** be tossed from moving units to spectators along the parade route. Additional participants walking beside your unit may **HAND OUT** candy or gifts. **PLEASE** observe this safety measure and help prevent children from darting into the path of moving parade units. By not following this instruction, we may be forced to ban the distribution of candy at future parades.
- ❖ The Carthage Fire Department and SkillsUSA will provide us with a "real" Santa as the parade finale. We ask that you portray Mrs. Santa, the elves, Frosty, Wise Men, Shepherds, etc. instead. **Please allow us only one Santa.**

We are excited about the 2025 Carthage Christmas Parade ~~ "Get Your Christmas Kicks on Route 66" ~~ and ask you to complete the enclosed entry form and return **as soon as possible. Entry Deadline is Wednesday, November 12, 2025.** If you would like to enter electronically please email me at the address below and I will send you an entry form via email.

Important Note - The parade will take place the Monday of Thanksgiving. If you have questions, please use the contact information listed below. **You will receive a confirmation letter the week before Thanksgiving week, the parade indicating your place in the line-up along with any additional information.** In addition, if Carthage R-9 Schools are closed due to inclement weather on the day of the parade, the parade MAY be postponed one week.

Happy Holidays,

Mark Sponaugle

SkillsUSA Advisor-Volunteer

Carthage Technical Center

Phone: 417-793-4149 (Cell), First Choice,

please be prepared to leave a message

Fax: 417-359-7098, Please text or email me if

you send a Fax

Email: spoonog59@gmail.com, First Choice

Email

Sponauglem@carthagetigers.org

Christmas Parade 2025

Requesting the following streets closed:

1. Intersection of Chestnut and Main, one block east to Grant Street, and one block west to Lyon Street.
2. South on Main Street to 11th Street on block east and west to Grant Street to Lyon Street. This includes the intersections of 9th and 10th street
3. Also, requesting the closure of the Carthage Square (both inside and outside of the square).

Time requested is 4:30 p.m. to 8:00 p.m.

Mark Sponaugle

SkillsUSA

Christmas Parade Chair

JOB DESCRIPTION

CITY OF CARTHAGE

DEPARTMENT: Police

SALARY GRADE: I

POSITION TITLE: Police Administrative Coordinator
Sergeant

FLSA STATUS: Non-Exempt

RESPONSIBILITIES OF POSITION:

This position, also known as the Administrative Police Sergeant, involves a wide variety of activities in performing departmental tasks, department fleet manager of approximately 25 vehicles, prepares department payroll, department records supervisor, skilled typing, filing, canvassing and screening callers and visitors, and operating office machines. Work is performed with initiative and independent judgement and is evaluated upon completion for adherence to instructions and established departmental procedures.

SUPERVISION RECEIVED AND EXERCISED:

Under general supervision of Assistant Police Chief, incumbent is expected to demonstrate and exercise considerable independent judgement and knowledge in the performance of assigned duties. The Administrative Police Sergeant exercises supervision over the taxi service.

ESSENTIAL JOB FUNCTIONS: Essential responsibilities and duties may include, but are not limited to the following:

1. Maintain personnel records, daily work schedules, and employee pay schedules.
2. Assist with new employee orientation.
3. Prepare bi-weekly payroll for the department, including special events (Marian Days, Maple Leaf).
4. Manage pre-employment and event-specific payroll processes.
5. Process and maintain money and accounts for taxi service.
6. Prepare accounts receivable and payable.
7. Balance department budget with city budget using spreadsheets.
8. Balance Explorer Post, Christmas Fund, and Revolving Fund accounts.
9. Reconcile fuel receipts for patrol cars with billing statements.
10. Oversee department fleet of vehicles.
11. Schedule all service for vehicles and maintain service records.
12. Schedule and manage building maintenance and its budget.
13. Monitor and order departmental supplies.
14. Conduct yearly inventory of departmental equipment.
15. Serve as custodian of police department records.
16. Process and maintain files for arrest reports and incident reports.
17. Assist the general public by phone and in person.
18. Serve as the Transit Asset Management (TAM) Plan Accountable Executive, responsible for implementing and overseeing the safety management system of the public transportation agency.
19. Perform departmental duties as assigned by the Chief or Assistant Chief of Police.
20. Carry out any other duties within the scope, spirit, and purpose of the job as directed by the supervisor or Department Head.

QUALIFICATIONS REQUIRED:

Revised October 2025

Knowledge: Bookkeeping, accounting, accounts payable and receivables; basic office skills including typing and filing, computer experience with spreadsheet programs and word processing packages. Maintain a professional appearance, attitude and attire.

Abilities: Ability to follow verbal and written instructions; work independently; set priorities; meet deadlines; and exercise independent judgment; maintain confidentiality; present a positive professional image to the general public and other City Departments; communicate with fellow workers, subordinates, managers and the general public in a clear, concise manner; maintain attention to numerous individuals or detailed information for prolonged periods of time; provide customer service in a manner consistent with City standards; work cooperatively with others as a member of a service-oriented team; deal with distressed, agitated customers in a calming, composed manner.

Experience, Education and Training: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: **Experience:** Must be the rank of Sergeant. **Education:** High school diploma (or HSE Equivalency Credential).

Physical Requirements: Work is performed in an office environment with noise and frequent interruptions. Some assignments require sitting for extended periods of time. Work is often performed under the stress associated with the need to meet inflexible deadlines. The employee is occasionally required to kneel and crouch, and lift and/or move up to 25 pounds.

Licenses and Certificates: Possession of, or ability to maintain, an appropriate valid Missouri driver's license; to maintain a functioning telephone.

SPECIAL REQUIREMENTS:

Schedule: Work is typically 8:00 a.m. to 5:00 p.m. Additional hours may be required to attend meetings. Employee is scheduled to work 80 hours during the bi-weekly period.

Overtime: The City provides overtime or compensatory time off pursuant to the Fair Labor Standards Act.

LIMITATIONS AND DISCLAIMER:

The above job description is meant to describe the general nature and level of work being performed; it is not intended to be construed as an exhaustive list of all responsibilities, duties and skills required for the position. All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. Requirements are representative of minimum levels of knowledge, skills/and/or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform duty proficiently.

I have read the foregoing job description in its entirety and understand its contents. I can perform the essential functions outlined with or without reasonable accommodation under the American with disabilities Act.

Signed: _____ Date:



Revised October 2025

BRYCER, L.P.
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

September 11th, 2025

City of Carthage
326 Grant Street
Carthage, MO 64836

Re: “The Compliance Engine”

Dear City of Carthage:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, L.P. (“Brycer”) will provide you, City of Carthage (Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.
3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:
 - ***Availability.*** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - ***Service Level.*** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
 - ***Backup.*** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [City of Carthage] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, L.P.

By: _____
Its: _____

Acknowledged and Agreed to this
__ day of _____, 20__ :

[City of Carthage]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, L.P. and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** **BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

COUNCIL BILL NO. _____

ORDINANCE NO.

An Ordinance authorizing the Mayor to enter into a contract with Brycer, L.P, to provide the Carthage Fire Department with “The Compliance Engine” for a term of three years, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into contract with Brycer, L.P, to provide the Carthage Fire Department with “The Compliance Engine” for a term of three years, in the City of Carthage, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Safety Committee

CITY OF CARTHAGE



2ND ANNUAL

VETERANS DAY PARADE

Join us on Tuesday, Nov. 11th at 5:00 pm

Historic Downtown Square



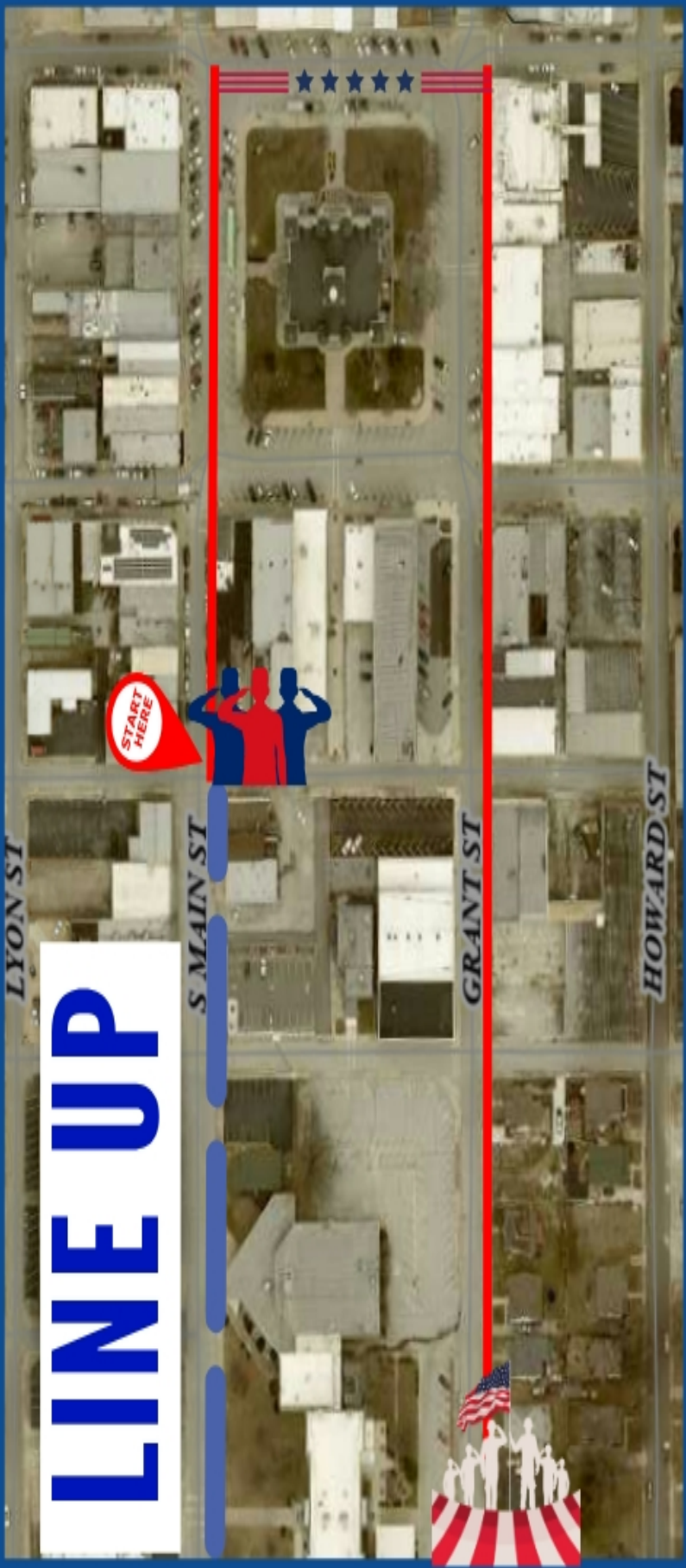
To sign up or for more information,

contact Melissa Little at

m.little@carthagemo.gov or 417.423.8075



**TUESDAY
NOV. 11
5:00 PM**



LINE UP

2025 VETERANS DAY PARADE

Civil War Museum

Grac

E 3rd St

Jaspertronics

Youth
y Center

E 5th St

W 6th

S Main St

Grant St

Howard St

W 7th St

Cornerstone
Baptist Church

Love Orth

The Bridge A