

BILL NO. 2118

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO A CONTRACT WITH GWORKS FOR SOFTWARE FOR CITY HALL ACCOUNTING

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an agreement with gWorks Core office module for accounting and billing software.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into an agreement with gWorks Core office module for accounting and billing software. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2023.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2023.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2023	Vote on Second Reading On _____, 2023
Kevin Copling		
Debbie Martin		
Dave Honea		
Warren Graddy		
Curtis Holt		
Jeff Bouse		



Ordering Document: City of Cuba MO - gWorks CORE

City of Cuba MO

P.O. Box K
Cuba, MO 65453
USA

Cody Leathers

mayor@ci.cuba.mo.us
573-885-7432

Reference: 20231011-163501349

Quote created: October 11, 2023

Quote expires: November 30, 2023

Quote created by: Jessica Osterman

Account Executive

jessica@gworks.com

+14028091717

Comments from Jessica Osterman

Per Company policy, once our January 1 term renewal invoices release on October 1, any Ordering Documents with a Calendar Year term signed between October 1 - December 31, 2023, will be invoiced for the applicable stub period plus next year's Calendar Year Term annual amount. As an added benefit to your community, this policy locks in your Ordering Document pricing at our 2023 pricing rate

Products & Services

Item & Description	Quantity	Unit Price	Total
<p>gWorks Core - Implementation & Onboarding Fresh Start Implementation & Onboarding of gWorks Core. Included - Finance Hub (AP, BK, GL, RM), Chart of Accounts setup, Utility Billing Hub (UB, MR), FrontDesk Basic</p>	1	\$4,000.00	\$4,000.00
<p>For product features, optional add-ons, our onboarding process, and support resources, see https://www.gworks.com/gworks-core-overview/</p>			
<p>gWorks Core - Annual Subscription Annual Subscription of gWorks Core. Included - Finance Hub, Utility Billing Hub, FrontDesk Basic</p>	1	\$24,000.00 / year	\$24,000.00 / year for 1 year
<p>gWorks Cloud Upgrade (Standard) - Utility Billing Hub Upgrade to gWorks Cloud for UB & MR from legacy gWorks products - Import Utility Billing History from current year plus previous calendar year back to January 1st. -2 Onboarding Calls (Configuration meeting & Pr-Go Live Meeting) -Resources for Self-Service -Some manual Data entry may be required for certain field settings.</p>	1	\$0.00	\$0.00
<p>gWorks Cloud Upgrade - Finance Hub Upgrade to gWorks Cloud for AP, BK, GL, RM from legacy gWorks Products</p>	1	\$0.00	\$0.00

Item & Description	Quantity	Unit Price	Total
gWorks Payments - R2 Ongoing Charges-- - Credit Card/Debit Card processing: 3.50% per transaction with a \$2 minimum - ACH Pass-through processing fees: - \$1.75 per transaction up to \$150.00; - \$2.25 per transaction between \$150.01 - \$2,500; - \$4.50 per transaction between \$2500.01 - \$25,000.00; - \$9.45 per transaction greater than \$25,000.00 - Account updater service: \$5.00 per month - Account updater fees: \$0.70 per update - Per Chargeback: \$25.00 - Per Retrieval Request Processed: \$25.00 - Per Arbitration Case: \$15.00 - Per eCheck Return: \$10.00 - Per eCheck Refund: \$1.00 - Per Merchant Disbursement Failure: \$25.00 - Per Settlement Fee: \$0.35	1	\$0.00	\$0.00 for 1 year
Annual subtotal			\$24,000.00
One-time subtotal			\$4,000.00
Total			\$28,000.00

Purchase terms

Upon signature of the parties, this Order is a legally enforceable agreement.

This Order shall be in effect as of the last date in the signature boxes below ("Effective Date") and shall continue until the end of the term of the last Service in this Order, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. A Service set forth above shall be in effect from the Effective Date and shall continue for the initial term specified herein for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. Web-based Services and Desktop Services terms are one-year in length based on the Client's Anniversary date ("Anniversary Year"). If this Effective Date is within a the Anniversary Year, the initial term prorates from the Effective Date month to the end of the Anniversary Year. Upon expiration of the initial term of the applicable Web-based or Desktop Service, such Service will automatically renew for additional successive renewal periods of a one-year in term length aligned to the Anniversary Year for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement or unless either party provides the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then-current initial term or renewal term for such Service.

Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts it owes to gWorks for such Service as set forth in the table above; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession related to such Service. Annual fees are nonrefundable. Notwithstanding the above, if, within thirty (30) days after the termination of a Service data export is requested by Client, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. No termination or expiration of a Service, this Order, or the Master Services Agreement will affect Client's obligation to pay all amounts set forth in the table above.

Fees for all one-time Implementation or Professional Onboarding or Professional Services and fees for all Web-based Services and Desktop Services are due and payable as follows:

- Implementation or Professional Onboarding or Professional Services fees are due in full upon the Effective Date of this Order.
- Annual fees are payable in full or prorated based on the calendar month on the execution of this Ordering Document for the first year. For subsequent terms, the annual subscription, license, and product support fees (collectively, "annual fees") are due before or by the start of the Anniversary Year term thereafter.

Any Professional Services not defined in this Ordering Document are billable at gWorks' current hourly billable rate, or at gWorks sole discretion may be a separate Ordering Document of defined Services. Onsite service requests are billable at gWorks' current hourly billable rate with a minimum of eight (8) hours. One-time complimentary remote, web-based training is included with each Desktop Service within 15 days of software implementation. If the Client does not complete this complimentary training within 15 days, the

training will be billable at gWorks' current hourly billable rate. Complimentary training will not exceed 2 hours per Desktop Service, or as set forth at gWorks sole discretion.

This Order, including the then-current Master Services Agreement & Terms of Service and Privacy Policy, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof.

This Order may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Order, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Order may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Order by such methods shall be deemed to be valid and effective for all purposes.

This Order is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference, and which include a Sub-Merchant Agreement for card processing by a third-party service provider which includes an application for such card processing services provided to such third-party by gWorks with Client's credentials, including banking information, provided by Client and captured by gWorks in a "Merchant Boarding Form" which form is available to Client by gWorks upon request. By signing this Order, the Client expressly agrees that the information in the Merchant Boarding Form is true and accurate, and to all terms and conditions in the agreements, policies, and documents set forth below.

- Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Product Support Agreement: <https://www.gworks.com/2023-productsupportagreement/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>
- Sub-Merchant Agreement for Card Processing Services:
 - [Bank Disclosure](#)
 - [Payment Sub-Merchant Agreement](#)

By signing this Order, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Order and any agreements and documents incorporated herein, attests that the information for this application and onboarding are correct to the best of their knowledge, and that, upon their signature, this Order and any documents incorporated herein will become the legally binding agreement of the Client.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Jessica Osterman
Account Executive
jessica@gworks.com
+14028091717

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Ste 200
Omaha, NE 68144
USA