



AGENDA ITEM SUMMARY

February 21, 2022

Item Number: 10

Presented by: Jeremy Newton

Department: Solid Wastewater Treatment Plant

ITEM SUMMARY:

Approval to purchase bi-monthly 45,000 lbs. of CC 2000 Chemicals to operate the solid wastewater plant.

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION:

Staff recommends approving this request

FINANCIAL IMPACT:

\$12,600.00 for 45,000 lbs. of CC 2000 Chemical

FUNDING SOURCE:

Line Item: 505-.4335.53.1160

ATTACHMENTS:

Estimate from CedarChem Estimate # 938

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

OTHER DEPARTMENTAL REVIEW

☐ Finance

☐ Fire

☐ Stormwater

☐ Highway and Streets

☐ Main Street

☐ Water Distribution

☐ Human Resources

☐ Police

☐ Water/Sewer Operations

☐ Community Development

☐ Technology Services

☐ Other

Department Name:

Comments:

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency



P.O. Box 271
Cedartown, GA 30125

Quote

Date	Quote #
2/2/2022	938

Name / Address
City of McDonough Attn: Jeremy Newton/WWTP 136 Keys Ferry Road McDonough, GA 30253

Ship To
City of McDonough Walnut Creek WWTP 107 Turner Church Rd McDonough, GA 30253 470-725-7594

Rep	Project	Freight Terms	Terms	Quote Expires
EG	CC 2000	Delivered	Net 30	3/4/2022
Item	Description	Qty	Price	Total
CC 2000	Bulk (45,000 lbs)	45,000	0.28	12,600.00
Please call if you have any questions or wish to place an order. 770-748-3863.		Sales Tax (0.0%) \$0.00		
		Total \$12,600.00		

AGENDA ITEM SUMMARY
February 21, 2022 Meeting
Item Number: 11



Presented by: Steve Sikes, Director

Department: Technology Services

ITEM SUMMARY:

Request approval by Mayor and Council to purchase 3ea Cisco C240 Physical Host servers per our SPLOST V Network Infrastructure Phased Plan submitted to Council August 2021.

SPECIAL CONSIDERATIONS OR CONCERNS:

The purpose of this request is to approve the purchase/order of 3ea Cisco C240 Physical Host servers per our SPLOST V Network Infrastructure Phased Plan. These *physical* servers will be the hosts that *virtual* servers will run on for the next 5-10 years. *Chip shortages and shipping delays continue to be a significant challenge for the City. Ordering the equipment now may allow it to arrive by 4th quarter of 2022.*

STAFF RECOMMENDATION:

Staff recommends as this will help to keep the SPLOST V Network Infrastructure Phased Plan on schedule by proactively ordering the equipment.

FINANCIAL IMPACT:

Planned and Funded utilizing SPLOST V Network Infrastructure. Cost \$38,301.06

FUNDING SOURCE:

Line Item: 326.5.54.2599 (PROJ0011-IT INFRASTRUCTURE)

ATTACHMENTS:

SHI Quotation # 21575000 (*SHI is on Georgia State Contract along with the specific items on this quote.*)
2021 SPLOST V Phased Plan for Network Infrastructure

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No



Pricing Proposal
Quotation #: 21575000
Created On: Feb-07-2022
Valid Until: Feb-28-2022

City of McDonough

Steve Sikes

Phone: (678) 782-6212

Fax:

Email: ssikes@mcdonoughga.org

Inside Account Executive

Lauren Rallis

290 Davidson Ave

Somerset, NJ 08873

Phone: 732-652-3086

Fax:

Email: lauren_rallis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SP C240 M5SX w/2x4210R,12x32GB mem,VIC1457 Cisco Systems - Part#: UCS-SP-C240M5C-S	3	\$12,343.86	\$37,031.58
2 SNTC-8X5XNBD SP C240 M5SX w/2x4210R,12x32GB mem,VIC1457 Cisco Systems - Part#: CON-SNT-C240M5CS	3	\$423.16	\$1,269.48
Total			\$38,301.06

Additional Comments

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Network Infrastructure Upgrade and Replacement of Devices at End of Life

Submitted 08/25/21 by Steve Sikes, Technology Services Director

The following is the first part of the information that I promised you in a previous email. This is a general outline of my plan to upgrade, replace and enhance the City's Network Infrastructure. These steps are crucial to carry us thru the next 8 – 10 years. The steps here also enhance our data rates between buildings and provide an enhanced disaster recovery method. As we get more specific quotes for said hardware I will provide another document with better breakdown of each cost. I included an estimated professional services cost for outside vendor to help us complete the phases.

Phase I

Replace the primary storage and "core" fiber switches that allow communication across all devices.

- 1) SAN infrastructure changes
 - a) Purchase new SAN for City Hall (*Approved & ordered saving \$60,000*)
 - b) Migrate data from Old City Hall SAN to New SAN
 - c) Move old City Hall SAN to Courthouse
 - d) Move Old SAN at Courthouse to Public Works
 - e) Setup and configure old SANs to works in their new locations
- 2) Core Switch infrastructure changes
 - a) Purchase new Pair of Cisco 9500 Switches for new Core Switch setup
 - b) Migrate Connections, configurations and routing from 3650 core and 3850 pair to the new 9500s
 - c) Move old 3850 pair to Courthouse
 - d) Upgrade connection speed from City Hall to Courthouse to 40Gbps using 3850 pair

Professional services to complete Phase I : \$20,000

Phase II

Update our existing host servers, replace end of life switches and replace half of the computers in service now focusing on Public Safety needs.

- 1) Server host infrastructure changes
 - a) Purchase 4 new Cisco host servers
 - b) Install and configure new hosts
 - c) Migrate servers to new hosts
 - d) Move old hosts to Public Works
 - e) Setup and configure old VMWare hosts to work in Public works
- 2) Edge switch infrastructure changes
 - a) Purchase 17 new Cisco 9200 switches
 - b) Migrate configurations from old switches to new 9200 switches
 - c) Install new edge switches
- 3) Desktop and Laptop changes
 - a) Purchase new Desktops and Laptops



Network Infrastructure Upgrade and Replacement of Devices at End of Life

Submitted 08/25/21 by Steve Sikes, Technology Services Director

- b) Configure and image new desktops and laptops.

Professional services to complete Phase II : \$20,000

Phase III

Replace remaining computers, enhance our disaster recovery abilities by setting up a site at Public Works building, enhance security via dual authentications & migrate existing card access hardware to be managed by GENETEC software paired with our cameras.

- 1) Desktop and Laptop changes
 - a) Purchase new Desktops and Laptops
 - b) Configure and image new desktops and laptops.
- 2) Disaster recovery and high availability changes
 - a) Purchase new Palo Alto Firewall
 - b) Install and configure to be in high available paring with current firewall
 - c) Purchase UPS for Public Works
- 3) Security software changes
 - a) Purchase Cisco DUO for 2 factor authentication
 - b) Install DUO for access to servers and Internet facing applications
 - c) Purchase new card access software
 - d) Purchase additional VMWare licenses

Professional services to complete Phase III : \$10,000

AGENDA ITEM SUMMARY
(February 21, 2022)
Item Number: 12



Presented by: Deborah Upshaw

Department: Finance

ITEM SUMMARY:

Request to purchase ClearGov

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Video to be provided to Mayor and Council

FINANCIAL IMPACT:

Total costs \$25,000.

FUNDING SOURCE:

Line Item: 100-5.1535.54.2599

ATTACHMENTS:

Informational Handouts

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

OTHER DEPARTMENTAL REVIEW

☐ Finance

☐ Fire

☐ Stormwater

☐ Highway and Streets

☐ Main Street

☐ Water Distribution

☐ Human Resources

☐ Police

☐ Water/Sewer Operations

☐ Community Development

☐ Technology Services

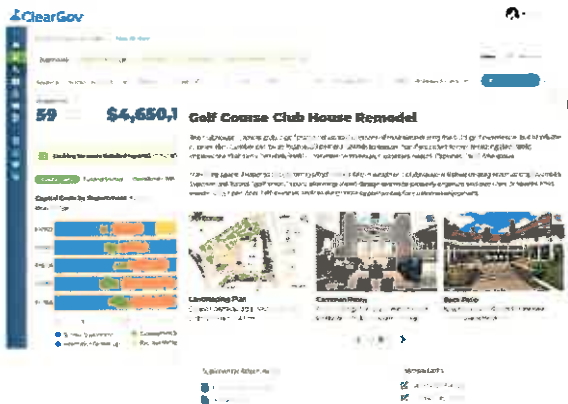
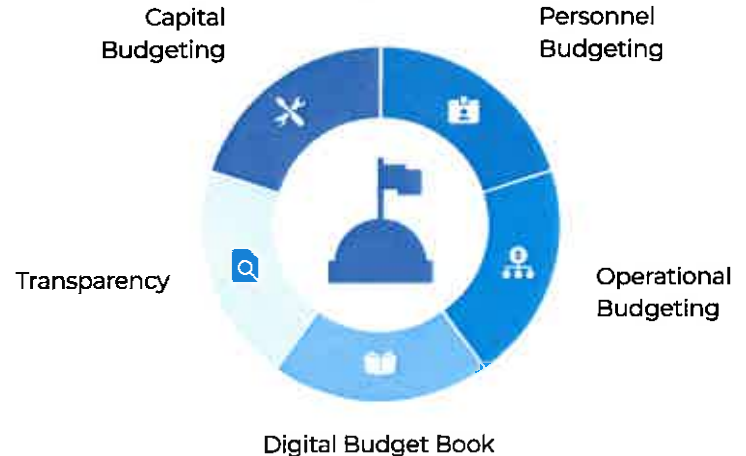
☐ Other

Budget Cycle Management Suite

PRODUCT BRIEF



Local governments have faced the same challenges and limitations for years as they navigate their budget cycles using spreadsheets. The reality is that spreadsheets do not adequately address the unique needs of building different types of budgets, communicating those budgets, and maintaining transparency year-round. ClearGov's cloud-native Budget Cycle Management suite provides efficiency at every step of the process so you can budget better. Our financial solutions are easy-to-use, complement existing ERP and accounting systems, and automatically deliver website-based results that your community and stakeholders will appreciate.



Capital Budgeting

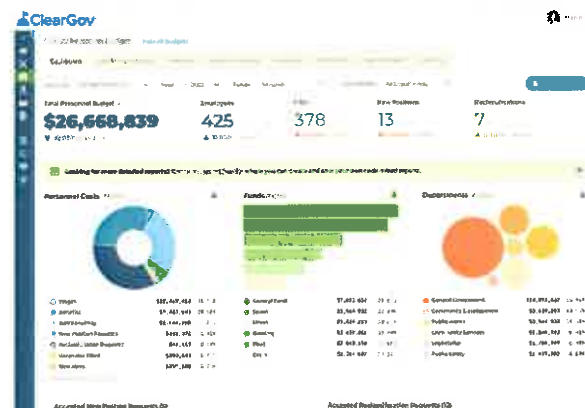
Automate the way you collect capital requests and prioritize projects to streamline your CIP process.

- ✓ Eliminate manual spreadsheet work with web-based request forms and scenario planning tools.
- ✓ Collaborate with contributors directly in the budget - the audit trail is automatic.
- ✓ Effortlessly produce professional, website-based project pages to share with the public.

Personnel Budgeting

Build your personnel budget with powerful cloud-native tools that ensure you've calculated every layer of cost.

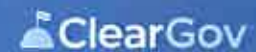
- ✓ Easily manage salaries, benefits, vacancies, and inform union negotiations.
- ✓ Plan future scenarios and analyze how each impacts your budget at multiple levels.
- ✓ Streamline position requests from department heads.



GET A DEMO

Budget Cycle Management Suite

PRODUCT BRIEF



Operational Budgeting

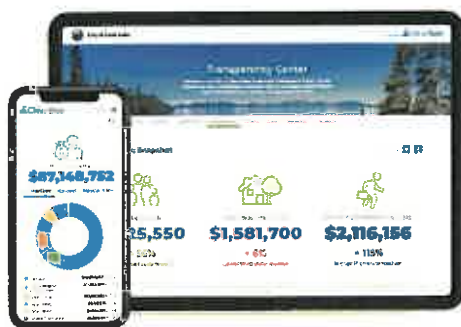
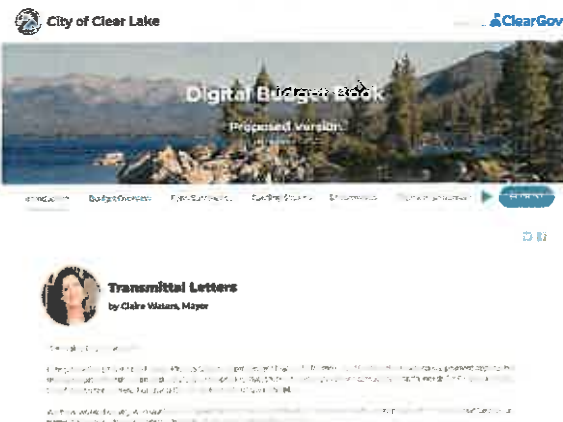
Eliminate spreadsheet errors and version control issues with cloud-native budgeting.

- ✓ Build your budget with ease as requests flow in from departments automatically for approval.
- ✓ Create AI-driven forecasts for long-term planning or use as a baseline for your budget.
- ✓ Collaborate with contributors as you edit line items - the audit trail is automatic.

Digital Budget Book

The industry's first website-based solution that builds a budget book in a fraction of the time.

- ✓ Automate the creation of fund summary pages, charts, tables and more.
- ✓ Invite contributors to create new pages quickly with easy-to-use templates.
- ✓ Meet GFOA award criteria with built-in guidelines.
- ✓ Share online or print with just one click.



GET A DEMO

Transparency

Tell your financial story in a way everyone can understand, and that's ADA-optimized by design.

- ✓ This turnkey, website-based solution is pre-populated with state-available data using dynamic infographics.
- ✓ Customize your profile with charts, department pages, and commentary to build community trust.
- ✓ Add narrative to the numbers that help stakeholders understand your finances and performance.



"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"

Brandon Neish, Finance Director, Sweet Home, OR

Created by	Gabby Yetten
Contact Phone	(646) 715-5529
Contact Email	gyetten@cleargov.com

Order Date	Feb 14, 2022
Order valid if signed by	Feb 28, 2022

Customer Information				
Customer	City of McDonough	Contact	Mayor Sandra Vincent	Billing Contact
Address	136 Keys Ferry Street	Title	Mayor	Title
City, St, Zip	McDonough, GA 30253	Email	svincent@mcdonoughga.org	Email
Phone	770-957-3915			PO # (If any)

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Feb 28, 2022	\$25,000.00	Setup Fee & Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Feb 28, 2022	Feb 28, 2022	ClearGov Setup Services
Initial	Feb 28, 2022	Feb 27, 2025	ClearGov Subscription Services

The Services you will receive and the Fees for those Services are...		
Set up Services		Tier/Rate
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions.		Tier 2
ClearGov Setup Bundle Discount: Discount for bundled solutions.		Tier 2
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ -
Subscription Services		Tier
ClearGov Operational Budgeting - Civic Edition		Tier 2
ClearGov Personnel Budgeting - Civic Edition		Tier 2
ClearGov Capital Budgeting - Civic Edition		Tier 2
ClearGov Digital Budget Book - Civic Edition		Tier 2
ClearGov Transparency - Civic Edition		Tier 2
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions.		Tier 2
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 25,000.00
Billing Terms and Conditions		
Valid Until	Feb 28, 2022	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.
Rate Increase	3% 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.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.

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 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.
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.
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 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 Service Agreement.

Customer	
Signature	
Name	Mayor Sandra Vincent
Title	Mayor

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

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

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 a Client Success Manager (CSM) responsible for managing the activation and onboarding process. ClearGov CSM will coordinate with other ClearGov resources, as necessary.
- ClearGov CSM will provide a Kickoff Call schedule to Customer's Primary Contact - to be scheduled within two weeks after the Service Order has been executed.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). If necessary, ClearGov will set up a Data Discovery call to assist with such requirements/instructions.
- 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 get answers to 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 make Customer aware of all training, learning and support options. ClearGov recommends all Users attend 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 one customized remote training session 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 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 Kickoff Call within two weeks after the Service Order has been executed. If Customer needs to change the date/time of the Kickoff Call, the Primary Contact will notify the ClearGov CSM at least one business day in advance.
- Customer will provide 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 Review call. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on the Data Review call and any subsequent internal review, Customer shall provide a detailed list of requested changes in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer shall be solely responsible for inputting applicable text narrative, custom graphics, performance metrics, capital requests and personnel data and other such information for budget books, projects, dashboards, etc.

This ClearGov Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**").

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov Apps and provides various features and functionality via such ClearGov Apps; and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov Apps;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) "**Account**" means a registered user access point for the ClearGov Service.
- 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to:
 - a) Capital Budgeting: An application that enables capital requests, budgeting and planning and the public display of capital project pages.
 - b) Digital Budget Book: An application that enables the development and public delivery of an online, digital budget presentation.
 - c) Operational Budgeting: An application that enables fiscal budgeting, forecasting and benchmarking.
 - d) Personnel Budgeting: An application that enables that personnel budgeting and planning.
 - e) Transparency: An application that enables the development and public delivery of fiscal budget information, transparency widgets, limited project pages and departmental dashboards.

All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.

- 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) "**ClearGov Service**" means the complete set ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
"**ClearGov Web Site**" means the Web site owned and

operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).

- 1.6) "**Customer Budget Book .PDF**" means one or more .PDF files of Customer's annual budget book created by Customer using the ClearGov Apps.
- 1.7) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
- 1.8) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.9) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.10) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.11) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.12) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**

- 2.1) **Account Password and Security.** Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) **ClearGov License.** Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) **Content Delivery.** Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) **Application Access.** Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) **API Access.** Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**

- 3.1) **Term.** The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the

termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").

3.2) **Termination.** This Agreement and/or any applicable ClearGov Service Order may be terminated as follows:

- a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.
- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) **Obligations.** Upon expiration or termination of this Agreement:

- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer Budget Book .PDF(s). Customer shall be solely responsible for hosting and delivering such Customer Budget Book .PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute

documents confirming such ownership.

5.2) **Data Ownership and License.**

- a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.
- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, distribute, or use the ClearGov Service outside of the scope of the license granted herein; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover any source code or trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in

any way infringe upon the personal or proprietary rights of any third party, (iii) the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate any laws, regulations or third-party contracts.
- 6.3) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such claim, suit or action. Customer shall cooperate as fully as reasonably required in the defense of any claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any claim, action or demand without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.4) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner and substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.5) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT

OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.3; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; OR (D) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.6) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement

shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, professional liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this

Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or email receipt or fax confirmation.
- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

AGENDA ITEM SUMMARY

February 21, 2022

Item Number: 13



Presented by: Steve Morgan

Department: Facilities and Assets Management

ITEM SUMMARY:

Request approval to purchase one 24'x30' containment shed for grit separation product from Bulldog Steel Structures, and install the metal shed to Wastewater specifications

SPECIAL CONSIDERATIONS OR CONCERNS:

This shed will be used to house a roll off dumpster that holds grit removal product, as the product needs to stay as dry as possible.

STAFF RECOMMENDATION:

Approval.

FINANCIAL IMPACT:

The addition of a new structure for storm water that will be used by waste water to prevent equipment damage, at a total cost of \$8,245.00.

FUNDING SOURCE:

Line Item: Stormwater Reserve Fund - 506.5.4970.1200

ATTACHMENTS:

Bulldog Steel Structures Quote Sheet

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

OTHER DEPARTMENTAL REVIEW

☐ Finance	☐ Fire	☐ Stormwater
☐ Highway and Streets	☐ Main Street	☐ Water Distribution
☐ Human Resources	☐ Police	☒ Water/Sewer Operations
☐ Community Development	☐ Technology Services	☐ Other

Department Name: Wastewater Treatment Plant

Comments: Thank you for your consideration.

Bulldog Steel Structures

P.O. Box 1036

Dobson, N.C. 27017

<https://www.bulldogsteelstructures.com/>
BULLDOG
STEEL STRUCTURES

QUOTE SHEET

Toll Free : 1-888-651-2156

Manufacturer	Eagle Carports	Rep's Name and Direct Line	Will - 336-355-5685	Date	1/5/2022
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CUSTOMER NAME	Steve Morgan		COUNTY	Henry	TAX (Where Delivered)	0.00%	
PHYSICAL ADDRESS			CITY	McDonough	STATE	GA	ZIP 32053
BILLING ADDRESS			CITY		STATE		ZIP
PHONE:	MOBILE	HOME	EMAIL				

ROOF STYLE	Regular ☐	Box Eave ☐	Vertical ☒	GAUGE	14 ☒	12 ☐
UNIT SIZE	W. 24	L. 30	HT. 15	POWER AVAILABLE	Yes ☒	No ☐
COLOR	Top E. Green	Sides/Ends	Trim E. Green	Wainscot	UNCERTIFIED ☐	CERTIFIED ☒

SURFACE TYPE	☐ Cement	☒ Ground	☐ Asphalt	☐ Wood	☐ Other	
BARN STYLE	☒ N/A	☐ Carolina	☐ Seneca	☐ Horse	Colored Screws	☐ Yes ☐ No

NOTE: FRAME 1 FT. SHORTER THAN ROOF LENGTH

All Orders C.O.D.

Qty	Item	Notes	Price	
1	Base	24'x30'	\$4,595.00	Price \$8,245.00
1	Certification/Gauge	14GA	\$0.00	
1	Side Height	15'	\$1,975.00	
1	Garage Door(s)	Side Entry Frame Out Right Side (13'x13')	\$300.00	Tax \$0.00
1	Surcharge	20%	\$1,375.00	

Dealer Discount 0% \$0.00

Subtotal \$8,245.00

Labor, Freight, or Plans \$0.00

0% Surcharge \$0.00

Total \$8,245.00

\$1,649.00

20% Down Payment Before Tax

\$6,596.00

Balance Due at Installation

Orders over \$15,000 may require an additional down payment prior to scheduling.

Payment Options : Cash ☐Check ☐ M.O. ☐ P.O. ☐C.C. (processing fee may apply) ☐

24'Wx30'Lx15'H

Buildings 15' and taller and/or 31' and wider will require you to provide a telescopic forklift for installation.

Bulldog Steel Structures Quote - This is not an invoice/order form.

Taxes are based on install location, tax exemptions vary by state and are not at BSS's discretion.

Quotes are valid for 14 calendar days after above-printed date. BSS reserves the right to correct pricing/tax errors.

Quote price includes installation on level and clear lot.

Lot must be level and clear prior to arrival of installation crew or additional fees may apply.

Discounts and Sale prices are subject to change without notice.

For Terms, Conditions, and Warranties please ask.