



## Ordering Document: City of Eden TX - gWorks Platform

**City of Eden TX**

120 Paint Rock Road  
Eden, TX 76837  
United States

**Agapito Torres**

mayor@edentexas.com  
325-869-2211

**Barbi Watkins**

assistant@edentexas.com  
325-869-2211

**Julie McCollum**

utilityclerk@edentexas.com  
325-869-2211

Reference: 20230627-105006182

Quote created: June 27, 2023

Quote expires: July 14, 2023

Quote created by: Julia Hale

Senior Account Executive

julia@gworks.com

+14026206214

### Comments from Julia Hale

#### \*\*Amendments to the Master Service Agreement\*\*

-Section 5.1. Append provision with the following: "gWorks understands that Client is a governmental subdivision of the State of Texas and as such may terminate this agreement at any time upon thirty (30) day notice should the Council find that it does not have or will not have sufficient funding to continue the agreement."

-Section 5.2. Strike "for the entire duration of this Agreement" from the fourth sentence. Change ten days to thirty days in the sixth sentence. Strike "for the duration of this license" from the twelfth sentence.

-Article 9. Append this Article with the following: "gWorks understands that Client, as a subdivision of the State of Texas is required by statute to maintain confidentiality of certain information and is likewise required to provide information and documentation pursuant to the Public Information Act when requested. Client will make an independent assessment of the requirements of the applicable statutes and comply with them to the extent possible. gWorks may, at its own expense assert any claims to privacy or confidentiality it feels are applicable on behalf of Client but agrees that it will comply with all applicable legal requirements and Orders once such claims have been finally disposed. Client shall redact gWorks Confidential Information where permissible and use commercially reasonable efforts to ensure gWorks Confidential Information is afforded confidential treatment in the event of any Public Records law disclosure."

-Section 10.2. Strike the entire provision and leave it intentionally blank.

-Section 10.6. Change the state of jurisdiction from the State of Nebraska to the "State of Texas." Change both arbitration and litigation venues to the "State of Texas, in either Concho County or Tom Green County, Texas."

#### \*\*Amendments to Exhibit A: Terms of Service\*\*

-Section 12.(b). Termination. Append this provision with the following: "(c) by Client upon a finding by the Client's City Council that Client cannot fund continuation of this Agreement and meet its other obligations as a subdivision of the State of Texas."

### Products & Services

Item & Description	Quantity	Unit Price	Total
Finance Hub: Implementation and Deployment Fresh Start & Module Implementation - Accounts Payable, Bank Reconciliation, General Ledger, set up Chart of Accounts, Receipt Management, & Billing and Licensing.	1	\$4,750.00	\$4,275.00 after 10% discount

Item & Description	Quantity	Unit Price	Total
<b>General Ledger Set up and Chart of Accounts Conversion</b> General Ledger Set-Up including converting your Chart of Accounts (COA) to gWorks' software and entering your Budget and Year-To-Date amounts. COA Conversion includes normalizing the COA to the Unified COA guidelines for the Client's state or to a 3-3-4 format, rationalizing accounts to reduce duplicates, and eliminating Line Accounts/Objects that the Client identifies for elimination. gWorks identifying accounts to eliminate or gWorks setting up more than 4 checking accounts within the software is beyond the scope of a COA conversion and is billable at gWorks current hourly rate.	1	\$0.00	\$0.00
<b>Utility Billing Hub: Implementation and Deployment</b> Fresh Start Implementation: Set up all Utility Billing parameters including your services, rate tables, tax tables, penalty tables, and forms. Implement meter reading module. (Client is responsible for inputting customer/account data).	1	\$4,320.00	\$3,888.00 after 10% discount
<b>Onboarding - New HR Hub Clients</b> Onboarding Services for New Client to HR Hub. See <a href="https://www.gworks.com/solutions/hr-hub/">https://www.gworks.com/solutions/hr-hub/</a>	1	\$1,000.00	\$900.00 after 10% discount
<b>FrontDesk Standard - Professional Onboarding</b> Professional Onboarding of FrontDesk Standard	1	\$3,000.00	\$2,700.00 after 10% discount
<b>gWorks Cloud Migration - Finance Hub</b> Migration to gWorks Cloud for AP, BK, GL, BL, RM	1	\$0.00	\$0.00
<b>gWorks Cloud Migration - Utility Billing Hub</b> Migration to gWorks Cloud for UB & MR	1	\$0.00	\$0.00
<b>gWorks Cloud Migration - HR Hub</b> Migration to HR Hub for existing payroll assets	1	\$0.00	\$0.00
<b>Finance Hub</b> Includes Accounts Payable, General Ledger, Bank Reconciliation, Billing and Licensing, and Receipt Management	1	\$2,375.00 / year	\$2,375.00 / year for 1 year
<b>Utility Billing Hub</b> Includes Utility Billing, Meter Reading, for active accounts up to 3 Services and 750 active accounts	1	\$2,160.00 / year	\$2,160.00 / year for 1 year



Item & Description	Quantity	Unit Price	Total
HR Hub Base Fee - Annual Subscription Annual Base Subscription for HR Hub	1	\$420.00 / year	\$420.00 / year for 1 year
HR Hub Standard - Annual Subscription Annual Subscription for HR Hub Standard for [xx] employees	1	\$1,440.00 / year	\$1,440.00 / year for 1 year
HR Hub Standard - Seasonal Usage Usage Fees for 8 HR Standard Seasonal Employees for 64 of Payroll Runs	1	\$256.00 / year	\$256.00 / year
FrontDesk Standard - Annual Subscription Annual Subscription for FrontDesk Standard for 100 active public users	1	\$1,008.00 / year	\$1,008.00 / year for 1 year
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
iDrive Backup Service Annual subscription for iDrive backup service	1	\$180.00 / year	\$180.00 / year for 1 year
OPTIONAL	1	\$0.00	\$0.00
Court Management - Implementation Module Implementation	1	\$6,120.00	\$5,508.00 after 10% discount

Item & Description	Quantity	Unit Price	Total
Court Management - Annual Fee Annual License & Product Support Agreement Fee	1	\$1,530.00 / year	\$1,530.00 / year for 1 year

<del>Cemetery Management - Implementation - Module Implementation</del>	<del>1</del>	<del>\$3,040.00</del>	<del>\$2,736.00</del> <del>after 10% discount</del>
---	--------------	-----------------------	--

<del>Cemetery Management - Annual Fee - Annual License &amp; Product Support Agreement Fee</del>	<del>1</del>	<del>\$760.00 / year</del>	<del>\$760.00 / year</del> <del>for 1 year</del>
--	--------------	----------------------------	---

**Subtotals**

Annual subtotal			<del>\$9,369.00</del> <del>\$10,129.00</del>
-----------------	--	--	--

One-time subtotal			<del>\$17,271.00</del> <del>\$20,007.00</del>
One time fees can be split between fiscal years (\$8635.50 x 2)			after <del>\$2,000.00</del> discount \$1,919.00

<b>Total</b>			<del><b>\$30,136.00</b></del> <b>\$26,640.00</b>
--------------	--	--	---

## 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 from January 1 – December 31 ("Calendar Year"). If this Effective Date is within a Calendar Year, the initial term prorates from the Effective Date month to the end of the Calendar 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 Calendar 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 Calendar 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 E-SIGN 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

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Agapito Torres**

mayor@edentexas.com

**Joseph Heieck**

joe@gworks.com

**Questions? Contact me**



Julia Hale  
Senior Account Executive  
julia@gworks.com  
+14026206214

gWorks  
3905 S 148th St  
Ste 200  
Omaha, NE 68144  
USA