

**RESOLUTION NO. 2023 -049**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SERVICE ORDER BETWEEN THE TOWN OF SOUTHWEST RANCHES AND CLEARGOV, INC. FOR A CLOUD-NATIVE BUDGET CYCLE MANAGEMENT SOFTWARE SUITE AT FIRST YEAR COST OF SIX THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$6,625.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Southwest Ranches has been utilizing a manual and inefficient method of compiling information, generating the budget book, and monitoring the Town's budget; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement with ClearGov, Inc. to provide a cloud-native budget cycle management software suite; and

**WHEREAS**, ClearGov has agreed to implement and maintain a cloud-native budget cycle management software suite for fiscal year 2022-2023 pro-rata amount of six thousand six hundred twenty-five dollars and zero cents (\$6,625.00), then twenty thousand six hundred seventeen dollars and fifty cents (\$20,617.50) annually through fiscal year 2028, which is considered as the initial service period; and

**WHEREAS**, during the initial service period there will be an annual increase of 3% through fiscal year 2027-2028); and

**WHEREAS**, ClearGov recognizes that each annual increase during the initial service period is subject to ongoing appropriations that in the event these appropriations are not approved by the Town Council it may terminate these services; and

**WHEREAS**, after the initial service period, the annual subscription service fee shall automatically increase by 6% annually beginning October 1, 2028, if the Town chooses to renew; and

**WHEREAS**, ClearGov has agreed to provide unlimited training to the Town's staff at no additional cost; and

**WHEREAS**, the cost of this software is funded in the current fiscal year 2022-2023 budget within the general fund non-departmental department (001-3900-519-99100 Contingency); and

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1. Recitals.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2. Adoption.** The Town Council hereby agrees and approves an Agreement, in substantially the same form as that attached hereto as Exhibit "A", with ClearGov, Inc.

**Section 3:** The Town Council of the Town of Southwest Ranches hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the service order in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4.** That this resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 25<sup>th</sup> day of May, 2023 on a motion by Chm Jablonski and seconded by V/m Allbritton.

Breitkreuz	<u>yes</u>
Allbritton	<u>yes</u>
Hartmann	<u>yes</u>
Jablonski	<u>yes</u>
Kuczynski	<u>absent</u>

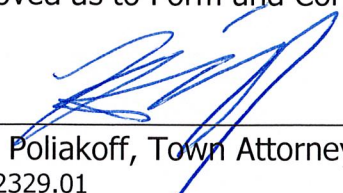
Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstaining	<u>0</u>

  
Steve Breitkreuz, Mayor

Attest:

  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
Keith Poliakoff, Town Attorney  
1001.2329.01



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

# Service Order

<b>Created by</b>	Nathaniel Pecina
<b>Contact Phone</b>	512-507-5879
<b>Contact Email</b>	npecina@cleargov.com

<b>Order Date</b>	May 31, 2023
<b>Order valid if signed by</b>	<b>May 31, 2023</b>

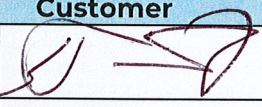
Customer Information					
<b>Customer</b>	Southwest Ranches, FL	<b>Contact</b>	Emil Lopez	<b>Billing Contact</b>	Emil Lopez
<b>Address</b>	13400 Griffin Road,	<b>Title</b>	Town Financial Administrator	<b>Title</b>	Town Financial Administrator
<b>City, St, Zip</b>	Southwest Ranches, FL 33330	<b>Email</b>	elopez@southwestranches.org	<b>Email</b>	elopez@southwestranches.org
<b>Phone</b>				<b>PO # (If any)</b>	


The Services you will receive and the Fees for those Services are...			
<b>Set up Services</b>		<b>Tier/Rate</b>	<b>Service Fees</b>
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 1	\$ 7,200.00
ClearGov Setup Bundle Discount: Discount for bundled solutions		Tier 1	\$ (2,880.00)
WAIVED: Customer Value Add		Tier 1	\$ (4,320.00)
<b>Total ClearGov Setup Service Fee - Billed ONE-TIME</b>			<b>\$ -</b>
<b>Subscription Services</b>		<b>Tier</b>	<b>Service Fees</b>
ClearGov Operational Budgeting - Civic Edition		Tier 1	\$ 8,700.00
ClearGov Personnel Budgeting - Civic Edition		Tier 1	\$ 8,300.00
ClearGov Capital Budgeting - Civic Edition		Tier 1	\$ 5,400.00
ClearGov Digital Budget Book - Civic Edition		Tier 1	\$ 4,950.00
ClearGov ClearPlans - Civic Edition		Tier 1	\$ 4,950.00
ClearGov Transparency - Civic Edition		Tier 1	\$ 4,300.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions		Tier 1	\$ (15,982.50)
<b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b>			<b>\$ 20,617.50</b>

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
<b>Setup</b>	Jun 1, 2023	Jun 1, 2023	ClearGov Setup Services (OB, PB, CB,TR,DBB)
<b>Pro-Rata</b>	Jun 1, 2023	Sep 30, 2023	ClearGov Subscription Services (OB, PB, CB,TR, DBB)
<b>Beta</b>	Jun 1, 2023	Jul 31, 2023	ClearGov Subscription Services (ClearPlans)
<b>Pro-Rata</b>	Aug 1, 2023	Sep 30, 2023	ClearGov Subscription Services (ClearPlans)
<b>Initial</b>	Oct 1, 2023	Sep 30, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jun 1, 2023	\$ 5,800.00	4 Month Pro-Rata Subscription Fee (OB, PB, CB,TR,DBB)
Aug 1, 2023	\$ 825.00	2 Month Pro-Rata Subscription Fee (ClearPlans)
Oct 1, 2023	\$ 20,617.50	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
<b>Valid Until</b>	<b>May 31, 2023</b>	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
<b>Payment</b>	<b>Net 30</b>	All invoices are due Net 30 days from the date of invoice.
<b>Initial Period Rate Increase</b>	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
<b>Rate Increase</b>	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
<b>Original Service Order</b>	This ClearGov Service Order supersedes the ClearGov Service Order with an Order Date of May 3, 2023, (the "Original Service Order"). The Original Service Order shall be null and void as of the execution of this ClearGov Service Order by both Parties.
<b>Appropriations</b>	ClearGov acknowledges that this Service Order is subject to ongoing appropriations by Customer's applicable appropriating body and/or board of directors.
<b>Customer Satisfaction Guarantee</b>	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.
<b>Statement of Work</b>	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
<b>Taxes</b>	The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> 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.
<b>Term &amp; Termination</b>	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. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
<b>Agreement</b>	This ClearGov Service Order shall become binding upon execution by both Parties. The signature below 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 attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement.

Customer	
<b>Signature</b>	
<b>Name</b>	Steve Breitzkreuz
<b>Title</b>	Mayor

ClearGov, Inc.	
<b>Signature</b>	
<b>Name</b>	Bryan A. Burdick
<b>Title</b>	President

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

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

# Statement of Work

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

## ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

## Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.