

RESOLUTION NO. R23-07

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
ACCEPT THE SERVICE ORDER FROM CLEARGOV, INC. AND EXECUTE ALL
RELATED DOCUMENTS.**

BE IT RESOLVED, by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Service Order from ClearGov, Inc. (hereinafter “the ClearGov Service Order”), as well as all other respective agreements related to the performance of the services to be provided by ClearGov, Inc., copies attached hereto and incorporated herein, are hereby approved.

Section 2: Execution. The Mayor is hereby given authority to accept the Service Order from ClearGov, Inc., as well as execute all necessary agreements for the provision of services by ClearGov, Inc., as reflected in the documents attached hereto and incorporated herein.

Introduced at a regular meeting of the City Council on the 14th day of February 2023 by Council Member Eaton.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 14th day of February 2023.


APPROVED by the Mayor on the 14th day of February 2023.

CITY OF LAUREL



Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer



APPROVED AS TO FORM:

A handwritten signature in blue ink that reads "Michele L B" with a long horizontal flourish extending to the right.

Michele L. Braukmann, Civil City Attorney



Service Order

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

Created by	Kristin Fine
Contact Phone	972-948-2999
Contact Email	kfine@cleargov.com

Order Date	Feb 9, 2023
Order valid if signed by	Feb 17, 2023

Customer Information			
Customer	City of Laurel, MT	Contact	Kelly Strecker
Address	115 W 1st St	Title	City Clerk/Treasurer
City, St, Zip	Laurel, MT 59044	Email	kstrecker@laurel.mt.gov
Phone	406-628-7431	Billing Contact	Kelly Strecker
		Title	City Clerk/Treasurer
		Email	kstrecker@laurel.mt.gov
		PO # (if any)	

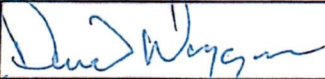
The Services you will receive and the Fees for those Services are...			
Set up Services		Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 1	\$ 6,000.00
ClearGov Setup Bundle Discount: Discount for bundled solutions		Tier 1	\$ (2,400.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME			\$ 3,600.00
Subscription Services		Tier	Service Fees
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 Transparency - Civic Edition		Tier 1	\$ 4,300.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions		Tier 1	\$ (18,855.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE			\$ 12,795.00


ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jul 1, 2023	Jul 1, 2023	ClearGov Setup Services
Initial	Jul 1, 2023	Jun 30, 2026	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jul 1, 2023	\$3,600.00	One Time Setup Fee
Jul 1, 2023	\$12,795.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herei		
Billing Terms and Conditions		
Valid Until	Feb 17, 2023	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.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

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.
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.
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. 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.
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 BCM 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 BCM Service Agreement.

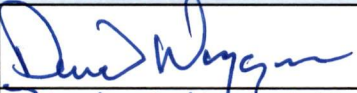
Customer	
Signature	
Name	DAVID WILKERSON
Title	Mayor

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

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

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.
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Customer	
Signature	
Name	DAVID WAGGONER
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

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

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.