

# **Service Order**

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

Created by	Rachel Alexander
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Order Date	Jun 23, 2021
Order valid if signed by	Jun 25, 2021

		Gueta	mer Information	31	
Customer	City of Coalinga, CA	Contact	Jasmin Bains	Billing Contact	
Address	155 West Durian	Title	Financial Services Director	Title	
City, St, Zip	Coalinga, CA 93210	Email	jbains@coalinga.com	Email	
Phone	559-935-1531			PO # (If any)	

o be clear, you will be billed as follows			
Billing Date(s)	Amount(s)	Notes	
Jul 1, 2021	\$26,455.00	Setup Fee & Annual Subscription Fee	
Jul 1, 2022	\$21,775.00	Annual Subscription Fee	
Jul 1, 2023	\$21,775.00	Annual Subscription Fee	
dditional subscription years ar	nd/or renewals will be bille	d annually in accordance with pricing and terms set forth herein.	

ClearGov wi	ll provide your Servic	es according to this	s schedule
Period	Start Date	End Date	Description
Setup	Jul 1, 2021	Jul 1, 2021	ClearGov Setup Services
Initial	Jul 1, 2021	Jun 30, 2024	ClearGov Subscription Services

This Startings	Vou will	receive and the Fees for those Services are			
		Set up Services	Tier/Rate	Service Fees	
ClearGov Setup: Include	les activation, o	nboarding and training for ClearGov solutions.	Tier 2	\$	7,200.00
ClearGov Setup Bundle	Discount: Disc	ount for bundled solutions.	Tier 2	\$	(2,520.00)
		Total ClearGov Setup Service Fee	- Billed ONE-TIME	\$	4,680.00
Subscription Services Tier			Tier	Se	rvice Fees
ClearGov Operational Budgeting - Civic Edition Tier 2			\$	12,100.00	
ClearGov Capital Budgeting - Civic Edition Tier 2			\$	7,400.00	
ClearGov Digital Budget Book - Civic Edition Tier 2			\$	7,400.00	
ClearGov Transparency - Civic Edition Tier 2			\$	6,600.00	
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions.  Tier 2			\$	(11,725.00)	
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE			\$	21,775.00	
		Billing Terms and Conditions			
Valid Until Ju	un 25, 2021	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
Cancellation Option	This ClearGov Service Order is subject to the approval of the Coalinga's City Council (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its August 5, 2021 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.
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 CleaGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the of Work.	
Taxes	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.
Term & Termination  Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service	
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	maroto Deno
Name	Marissa/Trejo
Title	City Manager

	ClearGov, Inc.	
Signature	By & Jed	
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.



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## **Document History**

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### <u>▶</u> 06 / 24 / 2021 Signed by Bryan Burdick (bburdick@cleargov.com)

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7 06 / 24 / 2021 The document has been completed.

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