



## **BOARD MEETING AGENDA SUBMITTAL**

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**TO:** GCSO Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** October 8, 2024

**SUBJECT:** Agenda Item 6A: Adoption of a Resolution Authorizing the General Manager to Enter into a Contract with ClearGov to Provide Budgeting and Reporting Subscription Services and Approving Related Budget Adjustments

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### **RECOMMENDED ACTION:**

*I move to adopt resolution 30-2024 Authorizing the General Manager to Enter into a Contract with ClearGov to Provide Budgeting and Reporting Subscription Services and Approving Related Budget Adjustment.*

### **BACKGROUND:**

The District currently relies on an Excel spreadsheet for its annual budget preparation and presentation. This method is time consuming, prone to errors, and lacks professional presentation quality. As the District aims to streamline its processes by exploring more efficient and effective alternatives, staff met with Alison Bekolay, ClearGov representative, for a demonstration of their budgeting software subscription service.

ClearGov provides collaborative, web-based modules for operational, personnel, and capital budgeting that automate data entry and calculations through built-in checks and formulas. Its multi-year forecasting capabilities will be invaluable for preparing our budgets and ensuring effective planning for the District's future. Additionally, the software generates customizable reports and visualizations, simplifying the communication of financial information to stakeholders. Other key benefits include an automated audit trail, fund balance metrics, year-end projections, and enhanced departmental collaboration.

Additionally, staff met with a second, similar software service company, *OpenGov* for a product demonstration and price comparison. *OpenGov* offers a comparable product, however, the setup and annual maintenance costs were significantly higher, and the implementation timeline extends several months, which does not allow staff to utilize the software program for the upcoming budget cycle. After careful evaluation, it was concluded that ClearGov best aligns with our needs while offering competitive pricing.

### **FINANCIAL IMPACT**

One-time set up fee of \$2,500, and \$7,791.67 Pro-Rated Subscription Fee which covers the remainder of FY25. Beginning in FY26 the annual Subscription Fee is \$11,000, with an annual rate increase of 3% through June 30, 2027, the initial contract period. The program will increase productivity and ensure accuracy and assists with compliance with grant terms.

### **ATTACHMENTS:**

1. Resolution 30-2024
2. ClearGov Service Order/Contract through June 30, 2027

**RESOLUTION 30-2024**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH CLEARGOV TO PROVIDE BUDGETING AND REPORTING SUBSCRIPTION SERVICES AND APPROVING RELATED BUDGET ADJUSTMENTS**

**WHEREAS**, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

**WHEREAS**, the District initiated a proposal from ClearGov to provide Budgeting and Reporting Subscription Services; and

**WHEREAS**, ClearGov provides collaborative, web-based modules for operational, personnel, and capital budgeting that automate data entry and calculations through built-in checks and formulas; and

**WHEREAS**, its multi-year forecasting capabilities will be invaluable for preparing our budgets and ensuring effective planning for the District's future. Additionally, the software generates customizable reports and visualizations, simplifying the communication of financial information to stakeholders; and

**WHEREAS**, after careful evaluation, it was concluded that ClearGov best aligns with our needs while offering competitive pricing; and

**WHEREAS**, on review of the Proposal staff recommends the approval of the District to enter into agreement for Budgeting and Reporting Subscription Services.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES** hereby approve Resolution 30-2024 Authorizing the General Manager to Enter into Agreement with ClearGov to Provide Budgeting and Reporting Subscription Services and Approving Related Budget Adjustments.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on October 8, 2024, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVE:

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Nancy Mora, Board President

ATTEST:

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Rachel Pearlman, Board Secretary

**CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on October 8, 2024.

DATED: \_\_\_\_\_



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

# Service Order

<b>Created by</b>	Alison Bekolay
<b>Contact Phone</b>	(414) 477-7627
<b>Contact Email</b>	abekolay@cleargov.com

<b>Order Date</b>	Sep 24, 2024
<b>Order valid if signed by</b>	<b>Oct 15, 2024</b>

Customer Information					
<b>Customer</b>	Groveland Community Services District	<b>Contact</b>	Michelle Ronning	<b>Billing Contact</b>	
<b>Address</b>	18966 Ferretti Road	<b>Title</b>	Finance Officer	<b>Title</b>	
<b>City, St, Zip</b>	Groveland, CA 95321	<b>Email</b>	mronning@gcsd.org	<b>Email</b>	
<b>Phone</b>	(209) 962-7161			<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: BCM Bundle Discount - Discount for bundled BCM solutions		Tier 1	\$ (4,700.00)
<b>Total ClearGov Setup Service Fee - Billed ONE-TIME</b>			<b>\$ 2,500.00</b>
<b>Subscription Services</b>		<b>Tier</b>	<b>Service Fees</b>
ClearGov BCM Operational Budgeting - Civic Edition		Tier 1	\$ 9,600.00
ClearGov BCM Personnel Budgeting - Civic Edition		Tier 1	\$ 8,800.00
ClearGov BCM Capital Budgeting - Civic Edition		Tier 1	\$ 6,600.00
ClearGov BCM Digital Budget Book - Civic Edition		Tier 1	\$ 5,500.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions		Tier 1	\$ (19,500.00)
<b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b>			<b>\$ 11,000.00</b>

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
<b>Setup</b>	Oct 16, 2024	Oct 16, 2024	ClearGov Setup Services
<b>Pro-Rata</b>	Oct 16, 2024	Jun 30, 2024	ClearGov Subscription Services
<b>Initial</b>	Jul 1, 2024	Jun 30, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...			
Billing Date(s)	Amount(s)	Notes	
Oct 16, 2024	\$ 2,500.00	One Time Setup Fee	
Oct 16, 2024	\$ 7,791.67	8.5-Month Pro-Rata Subscription Fee	
Jul 16, 2025	\$ 11,000.00	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>Oct 15, 2024</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>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. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
<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 BCM 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>Auto-Renewal</b>	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an <b>"Annual Term"</b> ), 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.
<b>Appropriations</b>	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.
<b>Agreement</b>	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: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
<b>Signature</b>	
<b>Name</b>	Peter J. Kampa
<b>Title</b>	General Manager

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.
- If Customer is subscribing to any products that require data onboarding:
  - 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/activation 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.
- If Customer is subscribing to any products that require data onboarding:
  - 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.