MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and Cleargov, Inc. (herein after referred to as "Contractor") whose address is 2 Mill & Nain Place, Suite 630, Maynard, MA 01754, this _____ day of _____ 20__.

WHEREAS, the City desires to procure personnel budgeting and digital budget book software; and

WHEREAS, the City desires to procure personnel budgeting and digital budget book software from Contractor utilizing existing contract prices provided to BuyBoard, pursuant to its Proposal Invitation No. 692-23; and

WHEREAS, in accordance with Proposal Invitation No. 692-23, Buyboard entered into a one (1) year agreement with Contractor for Cleargov effective April 1, 2023, through March 31, 2024, with an option to renew for two additional one-year periods; and

WHEREAS, the City desires to procure personnel budgeting and digital budget book software from Contractor on the same terms, conditions, and pricing provided under Proposal Invitation No. 692-23, subject to the terms and conditions of this Agreement, the City's Purchasing ordinance, and Florida law.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. The Contractor shall provide personnel budgeting and digital budget book software for the City, in accordance with and pursuant to the same terms, conditions, and pricing of Proposal Invitation No. 692-23 procured by BuyBoard, in accordance with the Contractor's Service Order attached hereto as Exhibit "A".

3. This Agreement shall terminate on March 31, 2024, unless Proposal Invitation No. 692-23 is properly renewed by Buyboard. If Proposal Invitation No. 692-23 is properly renewed, this Agreement shall automatically renew for a one-year period.

4. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

For CONTRACTOR:

Cleargov Inc
Attn: Legal Notices, Bryan Burdick
2 Mill & Main Place, Suite 630
Maynard, MA 01754
Email:Legal@cleargov.com and
bburdick@cleargov.com
 Attn: Bryan Burdick
Phone: 508-298-8062

5.   Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

6.   This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

7.   **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

a. Contractor shall comply with public records laws, specifically to:
   i.   Keep and maintain public records required by the City to perform the service.

ii.   Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.

iii.   Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

iv.   Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

v.   If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

8.   Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

9.   The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

10.   By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the

statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

11. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

a. Terms and conditions as contained in this Agreement.

b. Terms and Conditions of Proposal Invitation No. 692-23

c. Contractor's response to Proposal Invitation No. 692-23 and any subsequent information submitted by Contractor during the evaluation.

d. Contractor's Service Order.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

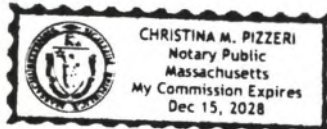ATTEST: **CITY OF DELRAY BEACH**

_____   BY:_____

Katerri Johnson, City Clerk   Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

_____

Lynn Gelin, City Attorney

CLEARGOV, INC.

By: _~signature~_____

Print Name: _BRYAN A. BURDICK_____

Title: _PRESIDENT_____

(SEAL)

CHRISTINA M. PIZZERI
Notary Public
Massachusetts
My Commission Expires
Dec 15, 2028

STATE OF _____MA_____
COUNTY OF _Worcester_____

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this _26th_ day of _January_, 20_24_ by _Bryan A. Burdick_____ (name of person), as _President_ (type of authority) for _ClearGov, Inc_ (name of party on behalf of whom instrument was executed).

Personally known _✓_ OR Produced Identification ____
Type of Identification Produced _____

~signature~
Notary Public – State of _MA_____

ClearGov®

Service Order

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

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

Order Date	Jan 12, 2024
Order valid if signed by	**Feb 7, 2024**

Customer Information

Customer	City of Delray Beach	**Contact**	Shelly Petrolia	**Billing Contact**	Hugh Dunkley
Address	100 NW First Avenue	**Title**	Mayor	**Title**	CFO
City, St, Zip	Delray Beach, FL 33444	**Email**	DunkleyH@mydelraybeach.com	**Email**	DunkleyH@mydelraybeach.com
Phone	(561) 243-7000			**PO # (If any)**	

This Service Order will be contracted through...

Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #692-23

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 4	$ 9,000.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions	Tier 4	$ (1,800.00)
ClearGov Setup: 50% Value Add	Tier 4	$ (3,600.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ 3,600.00**

Subscription Services	Tier	Service Fees
ClearGov BCM Personnel Budgeting - Civic Edition	Tier 4	$ 21,800.00
ClearGov BCM Digital Budget Book - Civic Edition	Tier 4	$ 14,400.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 4	$ (7,240.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 28,960.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Feb 6, 2024	Feb 6, 2024	ClearGov Setup Services
Pro-Rata	Feb 6, 2024	Mar 31, 2024	ClearGov Subscription Services
Initial	Apr 1, 2024	Mar 31, 2025	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Feb 6, 2024	$ 3,600.00	One Time Setup Fee
Feb 6, 2024	$ 4,826.67	2 Month Pro-Rata Subscription Fee
Apr 1, 2024	$ 28,960.00	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

Valid Until	**Feb 7, 2024**	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	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

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. 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.
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 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.
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		ClearGov, Inc.	
Signature		**Signature**	
Name	Shelly Petrolia	**Name**	Bryan A. Burdick
Title	Mayor	**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.

- 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.