CLEARGOV

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

Service Order

Created by	Lewie Alfano
Contact Phone	(978) 870-7720
Contact Email	lalfano@cleargov.com

Order Date	Sep 9, 2020
Order valid if signed by	**Sep 18, 2020**

Customer Information

Customer	Brighton, MI	**Contact**	Henry Outlaw	**Billing Contact**	
Address	200 N 1st St	**Title**	Management Assistant	**Title**	
City, St, Zip	Brighton, MI 48116	**Email**	outlawh@brightoncity.org	**Email**	
Phone	810-227-1911 ext. 132			**PO # (If any)**	

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

Billing Date(s)	Amount(s)	Notes
Oct 15, 2020	$8,062.50	Setup Fee & Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		

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

Period	Start Date	End Date	Description
Setup	Oct 15, 2020	Oct 15, 2020	ClearGov Setup Services
Initial	Oct 15, 2020	Oct 14, 2021	ClearGov Subscription Services

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation and onboarding for ClearGov Budget Book and Insights	Tier 2	$3,600.00
Onboarding Discount: WAIVED customer value add	100%	($3,600.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$0.00**

Subscription Services	Tier	Service Fees
ClearGov Digital Budget Book Suite - Civic Edition: Includes Budget Book, Capital Request Modules	Tier 2	$7,000.00
ClearGov Insights Suite - Civic Edition: Includes Transparency, Projects, Dashboards Modules	Tier 2	$6,250.00
Bundle Discount: 40% off ClearGov Insights	Tier 2	($2,500.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$10,750.00**

Special Terms	Applies to	Amount
Priority Discount: 25% discount	First 12 months	($2,687.50)

Billing Terms and Conditions

Valid Until	**Sep 18, 2020**	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

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.
Customer Deliverables	Customer shall provide all deliverables and respond to all approval requests within three (3) business days of such requests. Any delay by Customer in meeting these deliverable requirements may result in a delayed launch of the applicable Servcie(s), but such delay shall not affect or change the Service Period(s) as set forth in this Service Order.

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.
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.
Agreement	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 ClearGov Service Agreement. This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

Customer	
Signature	
Name	Henry Outlaw
Title	Management Assistant

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

This ClearGov Service Agreement (the **"Agreement"**) is made and entered into by and between ClearGov, Inc. (**"ClearGov"**), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a **"Party"** and collectively the **"Parties"**). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the **"ClearGov Service Order(s)"**).

WHEREAS, ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that conveys public entity finances and key metrics in an easy-to-understand, infographic-style format and provides additional features and functionality via various online applications; and

WHEREAS, Customer wishes to utilize the ClearGov Service in order to convey financial data, key metrics and other information to the public as well as to leverage the functionality of such applications;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

    1)1) **"Account"** means a registered user access point for the ClearGov Service.
    1)2) **"ClearGov API"** means an application programming interface that provides access to the ClearGov Widgets.
    1)3) **"ClearGov Apps"** means all Web applications available via the ClearGov Service that utilize ClearGov Data to provide analytics, benchmarking, budget building, charting, capital planning and other functionality. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion.
    1)4) **"ClearGov Budget Book"** means the proprietary ClearGov infographic digital budget book utilized as a template for the Customer Budget Book, including but not limited to the design, look and feel, functionality, etc. of such template.
    1)5) **"ClearGov Data"** means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the creation of profiles and/or the provision of the ClearGov Service.
    1)6) **"ClearGov Profile"** means the proprietary ClearGov infographic profile utilized as a template for the Customer Profile, including but not limited to the design, look and feel, functionality, etc. of such template.
    1)7) **"ClearGov Service"** means the complete set ClearGov software and related materials including but not limited to the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Profile, ClearGov Budget Book, ClearGov Web Site, ClearGov Widget, the Documentation, the Reports and the Software.
    1)8) **"ClearGov Web Site"** means the Web site owned and operated by ClearGov and made available at the following URL: http://www.ClearGov.com and/or any successor site(s).
    1)9) **"ClearGov Widget"** means a graphical element that displays ClearGov Data and may be accessed via the ClearGov API.
    1)10) **Customer Budget Book"** means a customized version of the ClearGov Budget Book that incorporates public financial data and other metrics and content that are specifically relevant to Customer.

1)11) **"Customer Data"** means any data provided to ClearGov by or on behalf of Customer pursuant to this Agreement. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

2) **Service Usage & Licenses.**

    2)1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own as well as any third-party use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the ClearGov Service under Customer password in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
    2)2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
        a) Profile Delivery. Customer may integrate and publish the Customer Profile within one or more Customer Sites.
        b) Apps Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps as well as to create and review Reports.
        c) API Access. Customer may access ClearGov Widgets via the ClearGov API and may distribute such ClearGov Widgets via one or more Customer Sites.

3) **Term and Termination.**

    3)1) Term. This Agreement shall commence upon the Order Date set forth on the first ClearGov Service Order executed between the Parties and shall continue in full force and effect for one (1) year (the **"Term"**).
    3)2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated as follows:
        a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.
        b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
    3)3) Obligations. Upon expiration or termination of this Agreement:
        a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
        b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Site(s) to the Customer Profile and/or ClearGov Widgets. ClearGov will contact Customer to coordinate the return of all Customer Data from the ClearGov Service. ClearGov will not remove, delete, or otherwise destroy Custeorm data without written consent of Customer.

c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees;

3)4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

4)1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.

4)2) Interest and Collections. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

4)3) Taxes. Customer is solely responsible for all sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order.

5) Intellectual Property.

5)1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5)2) Data Ownership; License and Sensitive Data.
a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and display of the Customer Data as contemplated by this Agreement.
b) Customer represents and warrants that the Customer Data provided by Customer to ClearGov shall NOT include data that may reasonably be deemed sensitive and/or personal in nature (**"Sensitive Data"**), including but not limited to personal wage garnishments, individual healthcare-related expenses, etc. In the event that Customer Data includes such Sensitive Data, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify that all Sensitive Data has been excluded from the Customer Data.
c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data for the purpose of providing the ClearGov Service.

5)3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Profile, ClearGov Budget Book, ClearGov Web Site, ClearGov Widget, Documentation, Reports and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, distribute, or use the ClearGov Service outside of the scope of the license granted herein; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover any source code or trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, serve marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

6)1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

6)2) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms; and (iii) entering into this Agreement will not violate any laws, regulations or third party contracts.

6)3) Indemnification.

a) <u>By Customer.</u> At Customer's cost, Customer agrees to the extent provided by the laws of the State of Michigan to indemnify, hold harmless and defend ClearGov against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury arising out of or relating to (i) Customer's breach of any term, condition, representation or warranty in this Agreement, or (ii) Customer's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, ClearGov will provide Customer with written notice of such claim, suit or action. ClearGov shall cooperate as fully as reasonably required in the defense of any claim. ClearGov reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Customer. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to ClearGov, Customer shall not settle any claim, action or demand without the written consent of ClearGov, such consent not to be unreasonably withheld.

b) <u>By ClearGov.</u> At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such claim, suit or action. Customer shall cooperate as fully as reasonably required in the defense of any claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any claim, action or demand without the written consent of Customer, such consent not to be unreasonably withheld.

6)4) <u>Disclaimer.</u> THE SERVICE, ITS USE AND THE RESULTS OF SUCH USE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CLEARGOV PROVIDES NO WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THIS <u>SECTION 6</u>.

6)5) <u>Limitation of Liability.</u> NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) INDEMNIFICATION OBLIGATIONS UNDER <u>SECTION 6.3</u>; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER <u>SECTION 7</u>; OR (D) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE OR ITS LIABILITY FOR FRAUD.

6)6) <u>Essential Element.</u> The provisions of this <u>Section 6</u> are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

7)1) In addition, in connection with the negotiation and performance of this Agreement, a Party (the **"Receiving Party"**) may receive information from the other Party (the **"Disclosing Party"**) which is marked "Confidential" prior to or at the time of disclosure (**"Confidential Information"**). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

7)2) The term "Confidential Information" shall not include information which is or becomes generally available to the public without breach of this Agreement, is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, becomes available from a third party not in breach of any obligations of confidentiality, is independently developed by the Receiving Party, or is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order.

7)3) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

8)1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

8)2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

8)3) Assignment. 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.

8)4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the Creative and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.

8)5) Insurance. ClearGov shall maintain commercial general liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.

8)6) Jurisdiction. This Agreement shall be governed by the applicable laws of the State of Michigan, without regard to its conflict of laws rules. The Parties irrevocably submit to the jurisdiction of any state or federal court serving Livingston County, Michigan, over any action, suit or proceeding to enforce or defend any right under this Agreement or otherwise in connection with this Agreement. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, may, upon agreement of the Parties, be determined by arbitration in the state of Michigan. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

8)7) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

8)8) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or email receipt or fax confirmation.

8)9) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it

9) **Titles & Subtitles.** The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

SOFTWARE PROPOSAL

PREPARED FOR

Henry Outlaw
Management Assistant
City of Brighton

PREPARED BY

Lewie Alfano
ClearGov, Inc.
lalfano@cleargov.com
(978) 870-7720

PREPARED ON

5/19/20

ClearGov is on a Mission to build a Community of Modern, Transparent, and Data-Driven Local Governments and School Districts

5/19/20

Henry Outlaw
Management Assistant
City of Brighton
200 N 1st St
Brighton, MI 48116

Dear Henry,

Per our discussions, I am pleased to provide you and your team at Brighton with the attached software proposal for your consideration.

Our mission at ClearGov is to help build a community of transparent, data-driven, modern governments. We make it easy for governments like yours to operate more efficiently and communicate more effectively. Our solutions are easy to afford, implement, and use. They don't cause a lot of upheaval, and they don't force you to reinvent the wheel. ClearGov solutions are designed to help local governments like Brighton take a strong next step in your journey from good to great.

We fully appreciate the demands on your time, so I'd like to thank you in advance for the time that you and your team will spend reviewing this proposal. If you have any questions or need additional information of any kind, please do not hesitate to ask.

I am confident that you and your team will be impressed by the ClearGov solutions and even more impressed by how hard we will work to make you happy.

We look forward to working with you.

Sincerely yours,

Lewie Alfano
ClearGov, Inc.
lalfano@cleargov.com
(978) 870-7720

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EXECUTIVE SUMMARY

Mission

ClearGov's mission is to build a community of transparent, data-driven, modern governments. We pursue this mission by making it easy and affordable for every local government to take a strong next step on its journey from good to great. ClearGov solutions are carefully designed to help local governments operate more efficiently and communicate more effectively, fueling better strategic decision making and increased levels of community support.

Solutions Overview

Based on our conversations with Brighton and our understanding of your key needs and objectives, we are proposing the following ClearGov Solutions:

ClearGov Digital Budget Book Suite

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Includes a robust Capital Requests module to collect, organize, and present key projects in an intuitive dashboard
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

ClearGov Insights Suite

- Transforms complex government financials into easy-to-understand infographics
- Publishes the budget in a uniquely compelling way that drives understanding and support throughout your community
- Includes simple but powerful tools that enable you to offer residents a window into capital projects and department performance

Implementation Plan

While implementing ClearGov's accessible solutions is designed to be a turnkey process, we offer dedicated Client Success resources to help you get up and running quickly and efficiently. A comprehensive implementation plan is described in more detail later in this proposal. Here are the highlights:

Project Management

- ClearGov will assign you a dedicated Client Success Manager (CSM) to coordinate, lead, and manage the entire setup process as well as provide ongoing support.

Scope of Work

- ClearGov provides comprehensive onboarding services — at no additional charge — to ensure that you hit your launch targets and get the most value out of your ClearGov investment.

Launch Timeline
- Launch generally takes approximately 2 – 4 weeks from the time that you provide your Client Data Report(s) to ClearGov, depending upon the volume/complexity of your data as well as ClearGov client backlog.

Data Onboarding Requirements
- ClearGov will handle all importing, onboarding, and mapping of data. In short, we'll take your raw financial information, sort it, and upload it to the ClearGov platform so it perfectly matches your chart of accounts. The only thing you have to do is supply your data, which generally involves running a few simple reports from your existing accounting system. We'll walk you through the process.

Training and Support
- ClearGov provides unlimited training and support throughout implementation and for as long as you're a ClearGov customer. You will also have access to a frequently updated library of online resources and best practices to help you achieve the best outcomes.

Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for Brighton, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours "make democracy work better." And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments across the country, and we'd be delighted to welcome Brighton into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.

SOLUTIONS OVERVIEW

We know that you're working hard to make your government run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov is built from the ground up specifically for local governments. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward more efficient operations and better community engagement. Therefore, all ClearGov solutions are:

INTUITIVE AND EASY TO USE
At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.

CLOUD-BASED
Web-based software requires no installation, no maintenance and is always up-to-date. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.

TURNKEY
We understand that in local governments, staff is almost always stretched too thin. That's why we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your data. We'll take care of the rest. When you login to ClearGov for the first time, you'll find that everything is right where it should be.

AFFORDABLE
ClearGov is built and priced for local governments and school districts. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

Our goal is to delight our customers with unbeatable value in everything we do.

Modernization is a Must

In the wake of COVID-19, it is more important than ever for local governments to leverage technology to enable them to continue to thrive in our collective new reality. In fact, those agencies that have already embraced modernization have found it far easier to weather the Coronavirus storm.

As the world continues to evolve, local governments need to keep the following four critical success factors top of mind as they retool themselves for a more efficient and modern government.

COMMUNICATION

The pandemic has eliminated the water-cooler chat, so internal "over-communication" should be the new norm. Plus, it's even more important for local governments to be transparent when public meetings can't be public. ClearGov facilitates and simplifies the communication process, but internally and throughout your community.

COLLABORATION

Improving and streamlining the collaborative process is vital to prevent key items from falling through the cracks. Centralization and remote access to documents, systems and processes is mission-critical. All ClearGov products have been designed to provide access to your entire team, and we don't charge by the user - so you can bring everyone to the party.

SECURITY

Desktop-based applications can be infiltrated, especially if operated remotely. Cloud-based applications offer instant security. Now is the time to start leveraging the security resources of cloud platforms like AWS. ClearGov's solutions are all cloud-based and hosted on AWS. See Security Overview section for more details.

FLEXIBILITY

Local governments must be able to quickly adjust to evolving input and changing dynamics. As a result, they also need the ability to create and explore "what-if" scenarios to inform better decision making. ClearGov puts the information and the tools you need at your fingertips to become a transparent, data-driven, modern government.

DIGITAL BUDGET BOOK

An Interactive, ADA-Optimized Budget Book Solution

The annual budget book is your government's most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, ideally, you want it to be easy and efficient to produce on your end. ClearGov's Digital Budget Book suite checks all of those boxes, plus ADA optimization, GFOA best practices, and then some.

Watch a 5 minute micro-demo here

"It's our job to communicate our budget - the what and the why - in a way that isn't confusing or overwhelming. We want to proactively engage citizens because what we're doing directly affects them. ClearGov gives us an effective and visually compelling way to do that."

Jay-Michael Baker
Community Engagement Manager
Metropolitan District of Pueblo West
Population: 31,000

ClearGov Digital Budget Book Modules
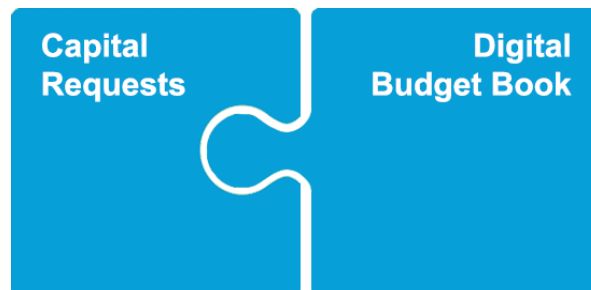
Capital Requests	Digital Budget Book

Capital Requests Module

The Capital Request Module is a dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments and automatically populates your Digital Budget Book. Think of it as a modern, digital-first solution to an age-old, paper problem.

- **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically

- **Customize your form:** Easily customize the default template with a few simple clicks to precisely fit your needs and preferences

- **Automate your workflow:** Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads

- **View capital requests at a glance:** Report and review requests by department, funding source, fiscal year, and more — all from an intuitive dashboard

- **Publish to your budget book:** Automatically generates a capital request summary with detail pages for each department/request for your Digital Budget Book
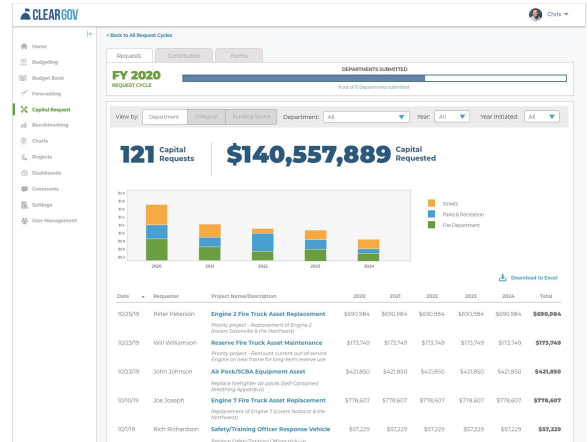
Why does Brighton need this?

- **It's so much more efficient:** The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance — strategic planning.

- **Eliminate the paper chase:** Instead of chasing down paper requests and slogging through the data entry process, you can kick off each new request cycle with a click. An intuitive dashboard enables you to quickly email online request forms to your department heads, set automated reminders to gently nudge requestors to complete their submissions, and monitor progress every step of the way.

- **You get a robust digital audit trail:** Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away. They'll even automatically appear in your budget book once you click publish.

- **It's key to building a better budget book:** Capital planning is an important precursor to building your budget and eventually publishing a compelling budget book. ClearGov's Capital Request Module streamlines your workflow, automates key tasks, and makes the entire CIP process more transparent and collaborative.

Budget Book Module

The Digital Budget Book module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

- **Prepopulated and preformatted:** Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts

- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches

- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand.

- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet GFOA best practices
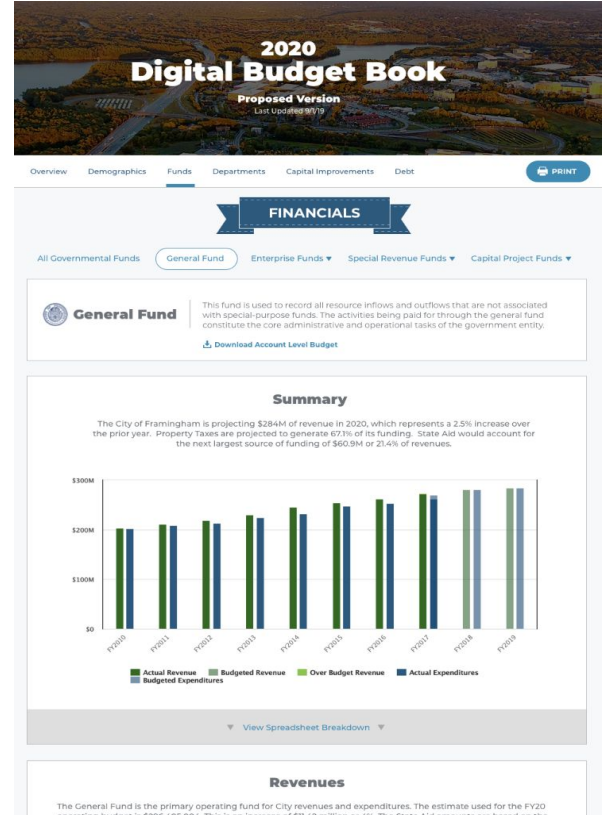
Why does Brighton need this?

- **The short-cut you always wanted:** One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.

- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop manually collecting, merging, and managing all that input from dozens of department heads.

- **You save time and aggravation:** Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.

- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like - which saves both time and money.

- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there'a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.

INSIGHTS SUITE

A Government Communications Platform for the Information Age

ClearGov Insights is a suite of cloud-based solutions designed to remove the static from your communications efforts, so you can keep your community in the loop with the solid work you and your team are doing. With innovative, turnkey transparency profiles, project pages, and department dashboards ClearGov Insights helps you tell your story and show your work.

Watch a 5 minute micro-demo here

"We wanted the public to see at-a-glance not just how their tax dollars were being spent, but how the Village's finances stacked up against similar-sized communities nearby. ClearGov gives Lemont residents an easy-to-understand visual snapshot of where we are financially so they don't have to scour a 300-page budget book for the fiscal insights they need to make informed decisions."

Christina Smith
Finance Director
Village of Lemont, IL
Population: 16,780

ClearGov Insights Suite Modules

| Financial Transparency	Project Communications	Department Dashboards

Financial Transparency Module

Build community trust and support by publishing your financial data in an online profile that's feature-rich, easy to use, and easy to understand. It's an instant best-in-class transparency center that's miles ahead of the usual complex spreadsheets and static PDFs.

- **Easy-to-understand infographic format:** Help citizens and other stakeholders easily visualize and interpret important metrics.

- **Context features that make transparency meaningful:** Add explanatory notes that tell the story behind the numbers. Allow users to compare data side-by-side with similar communities near you.

- **Budget vs. actuals:** Clearly show how funds are collected and allocated. Reveal trends by showing historical data as well.

- **Open checkbook:** If desired, you can provide searchable, check-level detail revealing line-item spend.
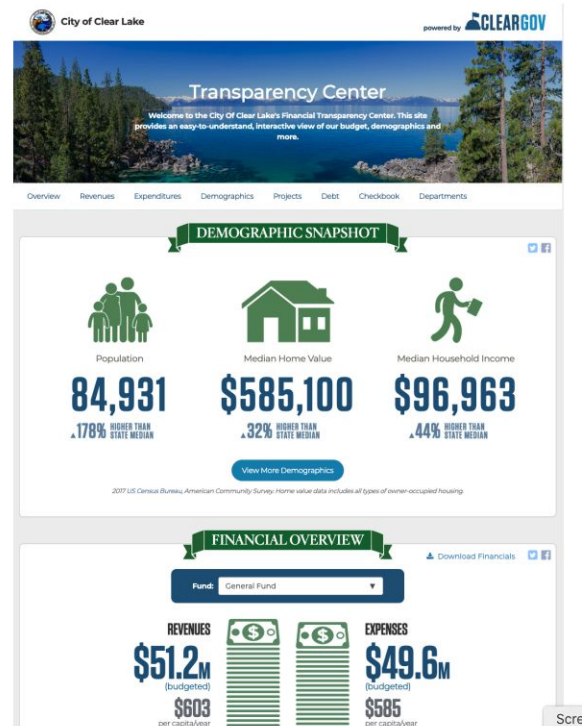
Why does Brighton need this?

- **Build public trust:** According to the Pew Research Center, only 18 percent of Americans say they trust the government to do what is right. By proactively opening up your data for public consumption, you show you have nothing to hide.

- **Drive community support:** By sharing critical facts and figures with citizens, you can foster a climate of trust and understanding that helps drive public support for key initiatives.

- **Dispel public misconceptions:** MIT research shows that false news travels faster, farther, and deeper than true news, particularly through social media. In the age of misinformation, readily accessible and easily understood facts are your best defense against public misconceptions.

- **Reduce inquiries:** Research by the Sunlight Foundation indicates that municipal transparency programs reduce citizen information requests by 30 percent. The more data you share with constituents now, and the clearer you make it, the fewer inquiries and record requests you'll field on an ongoing basis.

Capital Project Communications Module

Quickly and easily create and publish custom Project Pages to keep citizens in the loop with key data and updates about all of your key projects. Templated Project Pages take only minutes to populate and allow you to share photos, timelines, funding sources, and more — all in one centralized location.

- **Share project finances:** Post your project's budget, funding sources and track expenditures along the way.

- **Share images:** Bring your project's story to life by posting photos and architectural renderings.

- **Allow citizens to subscribe:** Visitors to your Project Pages can subscribe to receive automatic email updates every time you make a change.

- **Collect citizen feedback:** Invite visitors to ask questions or post comments in a moderated forum that you control.
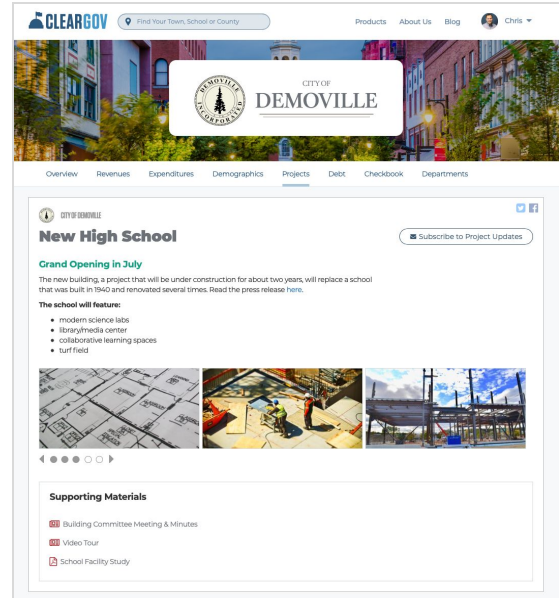
Why does Brighton need this?

- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.

- **Reduce incoming calls:** Stop fielding the same questions over and over again. Drive residents and other interested stakeholders to online Project Pages via your website and social media.

- **Build public support:** Right now, you may only hear from the squeakiest of wheels, but your community is full of smart, reasonable people. Engage them and invite their feedback in the comments section — a moderated forum that you control.

- **Provide a modern alternative to public meetings for busy constituents:** By publishing project data and updates online you can make it easier for engaged citizens to stay informed.
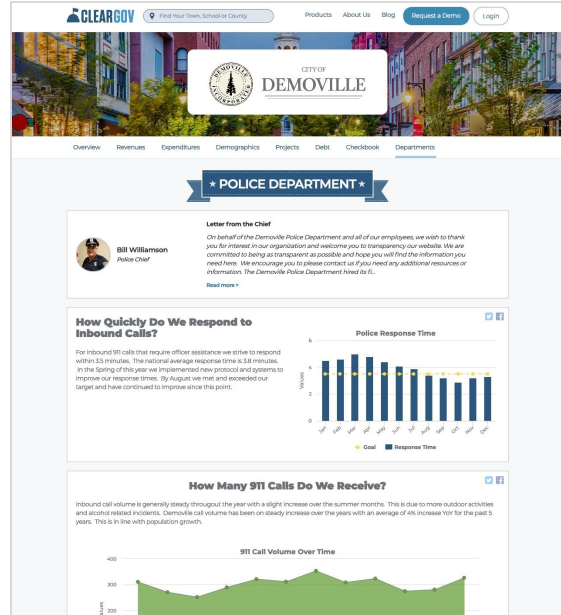
Department Dashboards Module

Tell your government's whole story by publishing updates detailing department-level performance metrics. Showcase KPIs for any and all departments, from animal control to the zoning board.

ClearGov Department Dashboards are extremely flexible and point-and-click easy to assemble. You can use Department Dashboards to display any metric you like. Plus, the ClearGov solution makes sure that your data is presented in a way that's easy for your residents to interpret and understand.

- **Customize:** Display department-specific KPIs. Add the department head's name, title, picture, and a brief intro letter.

- **Create panels:** Select the appropriate template for each section you want to display. If you like, add commentary or explanatory text.

- **Add charts:** Pull in existing graphics from the ClearGov Chart Builder App or easily create new ones specific to your dashboard.

Why does Brighton need this?

- **Promote value:** Where else can the average citizen go to find out about police response times or annual fundraising efforts? Department Dashboards let every division tell its own unique story.

- **Hold departments accountable:** They say that what gets measured is what gets done. ClearGov dashboards are a simple and effective way to track department performance against goals and to promote a culture of performance and transparency agency-wide.

INVESTMENT

Our pricing model matches our products - simple, straightforward and built for local governments.

Setup Fee:
- A **one-time investment** that covers setup, activation, data onboarding and initial training — everything you need to get launched.

Solution Subscription:
- A flat **annual investment** covers unlimited access and usage of your ClearGov solution and includes unlimited support from your dedicated Client Success Manager.

That's it. We don't charge extra for seat licenses or updates or ongoing support or professional services or anything else, so there are absolutely no hidden fees. Please see Service Agreement for price.

PROJECT MANAGEMENT

ClearGov offers robust solutions that are easy to set up and operate. We understand that most local governments are pressed for resources, so we have designed an activation process that places the heavy-lifting on ClearGov. This section outlines the key project management roles and responsibilities.

> *"ClearGov did all the heavy lifting — we didn't have to add staff, data storage space, or anything like that. We just exported the data and ClearGov did the rest."*
>
> **Carrie Arrenz**
> Budget Analyst
> Sheboygan, WI

ClearGov Role & Responsibilities

ClearGov will assign a dedicated Client Success Manager or CSM to lead the implementation effort. Your CSM will:

- Coordinate and execute the development of the project plan.
- Ensure the timely delivery of items identified as "In scope" within this proposal.
- Train your staff to use ClearGov tools and applications.
- Track, communicate, and expediently resolve any implementation issues.
- Monitor project progress to ensure a timely and efficient launch.

All ClearGov CSM efforts will be performed remotely with direct email and phone contact as necessary.

Client Role & Responsibilities

We ask that you designate one individual as a primary point of contact to facilitate:

- Delivery of "Client Task" items (listed below) in a timely manner.
- Coordination of Client participants for Kick-Off and Training calls.
- Review and approval of onboarded Client Data to confirm launch.

SCOPE OF WORK

In addition to providing unlimited training and ongoing customer support, your dedicated Client Success Manager will coordinate all of the necessary onboarding and updating services required to suit your unique needs. Depending upon which features/functionality you wish to fully or partially leverage, the scope of work to be performed by the ClearGov Client Success team is outlined below.

ClearGov Digital Budget Book Suite - Scope of Work

Service Description	In Scope
Import historical (actual) fiscal data: Your historical audited financials form the foundation of the Transparency Module implementation.	Up to 20 yrs of historical audited data
Import current and historical budgeted data: Enables the ability to overlay and present budget to actual performance within the budget book.	Up to 20 yrs of historical budgeted data
Capital Request Form setup assistance: A ClearGov CSM will help you develop a capital request form that mimics your current process and preferences.	Unlimited Forms
Department Narratives setup assistance: A ClearGov CSM will help your department heads develop their department narrative pages, including custom charts and graphs.	Unlimited Department Narratives

ClearGov Insights Suite - Scope of Work

Service Description	In Scope
Import historical (actual) fiscal data: Your historical audited financials form the foundation of the Transparency Module implementation.	Up to 20 yrs of historical audited data
Import current and historical budgeted data (Optional): Enables the ability to overlay and present budget to actual performance.	Up to 20 yrs of historical budgeted data
Import ongoing financial updates: You may regularly update audited and/or budgeted data at your discretion, e.g. you may post current FY budget and update periodically with actual spending.	Update monthly, quarterly (recommended) or annually
Import historical checkbook data (Optional): You may choose to display detailed check data — either publicly or privately.	Up to 100,000 checks

Import ongoing checkbook updates (Optional): Checkbook data may be updated at your discretion.	Update weekly, monthly, quarterly (recommended) or annually
Project Page setup assistance: Although Project Pages are simple and quick to create, ClearGov is happy to walk you through your first Project Page.	Unlimited Project Pages
Department Dashboard setup assistance: Although Department Dashboards are simple and quick to create, ClearGov is happy to walk you through your first dashboard.	Unlimited Dashboards

TIME COMMITMENT

The ClearGov onboarding and activation process is designed to be turnkey and require limited effort on your part. The bulk of the onboarding effort involves uploading, mapping, and configuring your data — a process which is managed entirely by the ClearGov Client Success team. The only To-Do items on your list are to A) send us your data (i.e. run some reports and send us an email), and B) validate our work.

The following outlines a typical implementation process with estimated Client time commitments.

1 Business Day

Client Activation (ClearGov Task)
- Assign and introduce you to your dedicated CSM
- Your CSM will activate your subscription. NOTE: (You may access your ClearGov Account immediately upon activation.)
- Your CSM will schedule your kick-off call

30 Minutes

Kick-Off Call (Shared Task)
- Your CSM will meet with you (via conference call) to confirm goals, review onboarding steps and deliverables, and establish a timeline
- Your CSM will explain data requirements and provide instructions

15 Minutes

Client Data Report (Client Task)
- You run reports from your accounting platform to export necessary data (See Client Data Requirements below)
- You send exported reports to ClearGov

2 to 3 Weeks

Data OnBoarding (ClearGov Task)
- ClearGov Client Success Team completes the onboarding and mapping of your data into the ClearGov platform

    NOTE: The onboarding time varies based on the volume and complexity of your data as well as the current backlog of Client activations.

Client Data Review (Shared Task)

3 Hours

- Your CSM will present (via conference call) the mapped data for your review/approval.

  NOTE: Generally speaking, there is a primary review call, followed by 1 or 2 additional calls, depending upon the complexity of the data and the number of iterations.

Training and Launch (Shared Task)

1 Hour

- Once you approve your data, ClearGov will activate it within the live platform and schedule the Launch Training call.
- The Launch Training call typically takes about an hour, and you may invite as many people from your team to attend as desired.

Timeline Summary

The overall launch timeline is heavily influenced by your ability to deliver the Client Data Report in a timely fashion. In short, the sooner we receive your data, the sooner we can get you up and running.

As you can see from the implementation process outlined above, the ClearGov implementation process is not a long, drawn-out process. As a general guideline, you can expect to be completely launched within 2 - 4 weeks of whenever you provide us with your Client Data Report, and of course, the bulk of the work during that time period rests on ClearGov's shoulders.

Launch Deadlines

If you have a specific hard launch deadline — such as coordinating with the launch of a new Website — please inform your ClearGov CSM during the kick-off call, and s/he will inform you what will be required to achieve your target launch date.

IMPORTANT: ClearGov Backlog Summary

Due to a recent spike in demand for ClearGov's solutions, we are in a **temporary backlog situation** with respect to our Data Onboarding process. We want to ensure that we are setting - and delivering on - proper expectations, so we have created a Data Onboarding Schedule site that provides an up-to-date summary of the current data onboarding backlog. We will onboard ClearGov customers on a first-come, first-served basis, based on the signature date of their Service Order. Please see the Data Onboarding Schedule site for more details and specific dates.

DATA REQUIREMENTS

The data that ClearGov needs to fully activate your account is straightforward and can be readily exported from any accounting/ERP system.

Required Files

In most instances, ClearGov generally requires only two simple files from you:

Line Item Detail File(s)

- A simple report that provides the full account number, account description, fund, year, and total dollars collected/expended for each account/line item in your chart of accounts.
- Depending upon which accounting system you're using, this report is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

Account Number Key

- Another simple report that labels or describes the "segments" of each account number (e.g. funds, departments, objects, etc.).
- Depending upon which accounting system you're using, this report is often referred to as the Segment Report or Chart of Accounts.

Optional Files

Ultimately, you decide how the breadth and depth of data that you would like to provide to ClearGov. We recommend the following optional data sets:

Budgeted Revenue and Expense Data

- You can provide historical, current and/or upcoming fiscal year(s) budgeted revenue and expense data.

Debt Detail

- Show your total outstanding debt on your site. This information may be broken down by fund and/or by debt categories of your choosing.

Checkbook Data (ClearGov Insights Only)

- If you wish to use the Open Checkbook feature in ClearGov Insights, your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer.

When you are ready to send your data, ClearGov will provide you with detailed instructions on file types and formats needed.

TRAINING & SUPPORT

ClearGov solutions are designed to be intuitive and simple-to-use, so chances are that you won't need much hand-holding - even from the start. With that said, ClearGov's training sessions are designed to ensure that you and your team can quickly launch, adopt and optimize the value you receive from the ClearGov platform. We will share some key insights and best practices to help you ramp quickly. All ClearGov customers also receive unlimited access to a frequently updated online support center.

Training Sessions

Your dedicated CSM will work with you to schedule convenient training sessions expressly tailored to your needs. We often suggest training a core group of power users first (usually your finance and/or communications team) and then scheduling broader sessions to include department heads, but it's entirely up to you. We'll provide as much training as you think you need.

ClearGov uses modern web conferencing services to conduct live training sessions remotely. This enables the instructor to share his/her screen and record every session. It also enables you to distribute the recording via email after-the-fact to any who were unable to attend; save it for future reference; and/or train new hires.

"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."

Jodi Cuneo, CGA
Town Accountant
Walpole, MA

Client Success Expectations

You will be assigned a dedicated Client Success Manager (CSM) who will be responsible for coordinating and managing your activation and onboarding process as well as initial training. Your CSM will also be your primary point of contact for any ongoing support requirements or issues.

Service Level

Our CSMs are committed to responding to all support inquiries within **one business day**, and in most cases, you will receive a same-day response. You will also be provided an escalation path in the event that you are ever dissatisfied with your CSM's performance or you have a time-sensitive issue that needs immediate resolution.

Client Support Portal

You and your team will have access to text and video training materials in the ClearGov Support Center. This online resource center is constantly updated with new content and best practices.

SECURITY OVERVIEW

The ClearGov platform is hosted by Amazon Web Services (AWS), the world leader in cloud computing as a service. Used by the Departments of Justice, Defense, and Homeland Security, AWS is one of only three vendors that have been granted government authorization to store highly sensitive federal data on its cloud-computing servers.

AWS handles systems, network architecture, and security, enabling ClearGov to focus on what it does best — developing world-class solutions for local governments. With ISO 27001 and FISMA-certified data centers, AWS has made platform security its highest priority in order to protect customers' critical information and applications.

Another key advantage of hosting on the AWS cloud is that it allows ClearGov to easily scale and innovate, while maintaining all security protections across the entire infrastructure.

How secure is ClearGov?

Hosting with AWS ensures that ClearGov maintains the highest security standards in the world:

- Web application firewalls control access to the underlying code.

- AWS has built technologies to protect against distributed denial of service (DDoS) attacks to ensure network availability and application uptime.

- AWS's SQL Server RDS uses server-side encryption to protect sensitive data.

In addition to AWS's secure hosting environment, ClearGov has implemented a number of extra software security features:

- **Secure Socket Layer (SSL):** SSL establishes an encrypted link between AWS servers and the web browser to ensure that all data transfers remain private and integral.

- **SQL Injection Protection:** ClearGov has built protection against SQL injection attacks where hackers attempt to insert nefarious server requests into web forms.

- **Access Rights:** ClearGov has implemented strict permission settings based on roles, which limit access to specific data and application functions. This ensures that internal users are restricted from accessing sensitive data based on privileges assigned by your administrator.

- **Password Authentication:** ClearGov does not store passwords explicitly, but rather "hashes" (encrypts) them so they are not compromised.

- **Logging and Monitoring:** ClearGov employs monitoring features that quickly identify vulnerabilities and provide immediate alerts if action is required.

Where are ClearGov data centers located?

AWS replicates the ClearGov application and data across multiple data centers to ensure redundancy and availability. With this in mind, ClearGov is hosted at the AWS data centers in North Virginia, Ohio, Northern California, and Oregon.

You can learn more about AWS data centers and security measures via the following link:
- https://aws.amazon.com/security/?hp=tile.

FAQs

General Questions

Q: Do we need to dedicate resources for ClearGov implementation?

- A: Ideally, we would like to have one point person on your end with whom we can coordinate logistics. We generally require no more than a few hours of that person's time for the entire setup/onboarding process. Typically, that same person is responsible for delivering regular data updates (usually quarterly) , which requires only a few minutes of their time once per quarter. (See Project Management section for more details.)

Q: Does ClearGov provide training?

- A: The ClearGov platform is designed to be simple and intuitive. With that said, ClearGov will provide whatever training you and your team need during the kick-off process. And, the ClearGov team is available for unlimited support and/or training on an ongoing basis. ClearGov also provides video tutorials, online help, and other support materials as well. (See Training and Support section for more details.)

Q: How much effort is required to import our data?

- A: In short, not much. All ClearGov Solutions are designed to be turnkey and ClearGov does all of the heavy lifting for you. See Time Commitment section above for more details.

Q: Can ClearGov help us communicate our finances internally?

- A: Absolutely. ClearGov is a powerful tool for not only communicating with residents, but also internal stakeholders. ClearGov can act as a central reporting platform that offers clear and easy-to-understand infographics that can be used for presentations and reports both internally and externally.

Q: How will ClearGov store our data? Is it secure?

- A: ClearGov utilizes a full suite of solutions from Amazon Web Services (AWS) to host and deliver the data for the ClearGov platform. We specifically selected AWS as our solutions provider because the AWS infrastructure puts strong safeguards in place to help secure and protect customer data. All data is stored in highly secure AWS data centers, and you can learn more about AWS security measures via the following link: https://aws.amazon.com/security/?hp=tile. See Security Overview section above for more details.

Q. Are there any accounting systems that are not compatible with ClearGov?

- A: The short answer is "No" — we work with everybody. We're not actually doing a direct integration with your accounting system; we just need a simple report, and every accounting system we've ever met can easily produce that report. We've worked with enough of them now that we can probably tell you which report to print, and if it's a new one, we'll help you figure out which report is right.

Q: Does ClearGov provide a real-time integration with any eFinance or ERP systems?

- A: The short answer is...No...and this is by design. ClearGov takes a different approach when it comes to integrating your data onto our platform. In short...we do the work for you. You simply send us a report from your accounting system whenever you like, and we'll upload it - and there is never any additional charge for this.
- The reason we take this approach is that system integrations sound like a good idea on paper, but in reality...they are painful, expensive and extremely difficult to maintain. The key problem is that every time the software changes on either end of the integration, the connection breaks and requires significant effort to re-integrate. In fact, that's how our competitors make a lot of their money, because they charge professional service fees every time you ask them to re-establish the integration. Bottom line, the extra costs of supporting and maintaining a real-time integrated solution far outweigh the minimal incremental benefits of real-time data transfer.

Digital Budget Book Suite Questions

Q: Since the product is template-driven, won't every ClearGov digital budget book look the same?

- A: No. While every ClearGov Digital Budget Book starts with the same core template, it's highly and easily customizable, so the final product will always be different. You can add your own images, chart colors, and endless content to make it your own.

Q: Can you guarantee that we will win a GFOA award?

- A: As we have designed and built the ClearGov Digital Budget Book, we have double-checked the GFOA guidelines every step of the way. We have also actively reviewed the solution with GFOA reviewers and members of the GFOA staff. With that said, we cannot guarantee that you will win an award, in part, because the narrative content is still up to you. In other words, all of the core components are included, but you still need to fill in the blanks in a way that meets with GFOA approval.

Q: I understand the benefits of digital, but I still need to produce a printed version. How will that work?

- A: You're not alone. Old habits die hard and paper is still a must-have for many local governments. In addition to presenting your budget book online, the ClearGov Digital Budget Book Suite includes functionality that enables users to create a .PDF, which can then be printed to generate a hard-copy of your budget book. Also, the Print-to-PDF functionality enables you to print specific sections of your budget book and/or the entire book.

Insights Suite Questions

Q: Where does ClearGov get its financial data?

- A: ClearGov sources its financial data from various entities including state departments of revenue; state education departments; etc. ClearGov also compiles complementary data, such as demographic information, home values, road miles, etc. from various public sources including the U.S. Census Bureau.

Q: How does ClearGov determine the default peer group for peer analysis?

- A: ClearGov uses four primary factors to create the ClearGov Default peer Group for each municipality:
    1. ClearGov looks for municipalities with similar populations.
    2. ClearGov looks for municipalities with similar median home values as determined by census data.
    3. ClearGov looks for municipalities with similar commercial assessments to differentiate between rural and urban municipalities.
    4. ClearGov dynamically searches for the closest ten municipalities that meet population, median home values and commercial assessment deviations. The figures from these municipalities are combined to create a peer average.
- **NOTE:** As a ClearGov Insights Suite customer, you will have the opportunity to create and publish your own custom peer groups, based on whatever criteria is most important to you.

Q: Won't publishing a transparency profile generate a lot of incoming inquiries?

- A: On the contrary, our customers find that a ClearGov profile helps the community find the answers they seek more easily and consistently. Plus, you can add commentary that tells the story behind your numbers and provides additional context.
- Prior to launch you will want to identify the components of your data that would benefit from some additional context. ClearGov enables you to add commentary to these sections of the profile which will actually reduce the number of inbound public information requests.
- Finally, if you do get an influx of inquiries, you will generally find a consistent pattern to the questions. So, you can use those questions to inform and further enhance your commentary.

Q: What about inciting "community activists"?

- A: It seems that every municipality has a small population of what we call "CAVE People" (**Citizens Against Virtually Everything**), and unfortunately, we don't have a direct solution for that. However, a large portion of the most aggressive community activism is generally caused by a misinterpretation of the facts, or simply taking the facts out of context. We have found that ClearGov can drastically change both the tone and substance of the conversation by showing that your local government has nothing to hide, and by delivering not just data, but the stories behind the numbers to help everyone have a more informed and empirically accurate conversation.

"We were impressed with the ClearGov solution from the start, especially the clean, simple interface. They are experts at presenting complex information in an easy-to-understand and visually-appealing way. And, as our partners, they have been responsive and professional."

Chris Bradbury
Village Administrator
Rye Brook, NY

"ClearGov helps us satisfy one of council's main goals which is being transparent to the public, but it also allows us to do so in a much more efficient manner than before. Unlike the previous transparency provider, ClearGov actually uploads our financials for us — on a monthly basis — so council members and residents always have the very latest data at their fingertips."

Kirk Johnson
Finance Director

PRIMARY OBJECTIVE:

Find a less labor-intensive transparency solution that's easy to update and maintain

CHALLENGE:

Ridgefield is the fastest growing community in the State of Washington. The population has surged a whopping 85 percent in the last 9 years and more than 15 percent just since 2018. That kind of rapid and relentless expansion keeps financial director Kirk Johnson and his team on their toes.

Fiscal transparency is particularly important in a dynamic, high-growth city where officials are expected to balance budgets while meeting ever-increasing demands for municipal services. Keeping everyone — council and residents alike — in the know about how funds are collected and allocated is critical.

In 2017, the City contracted with a company to create an online transparency portal, but Johnson and his team found it difficult to build and maintain the site. "We had to do a lot of things ourselves, with limited guidance and not really understanding how to keep everything working properly in the background," said Johnson.

Even after the portal was up and running, keeping it populated with up-to-date financials simply wasn't sustainable, "Keeping the site current was practically a full-time job." Johnson explained, "We're a team of five, with two people in part-time roles. We just couldn't keep up. It got to the point where we had to take the site down because we were just too far behind."

SOLUTION:

In 2018, the City of Ridgefield partnered with ClearGov to launch a new online Financial Transparency Center. Having experienced a challenging implementation process with the last provider, Johnson and his team were especially sensitive to the data onboarding requirements. They chose ClearGov because they were looking for a less labor-intensive approach to transparency — one that could consistently and sustainably deliver real-time insights for their growing community.

Johnson said ClearGov has delivered. "ClearGov helps us satisfy one of council's main goals which is being transparent to the public, but it also allows us to do so in a much more efficient manner than before … ClearGov actually uploads our financials for us — on a monthly basis — so council members and residents always have the very latest data at their fingertips."

Since publishing the ClearGov Transparency Center, Johnson says he fields fewer calls and inquiries because the financial data is always accessible and current. Now, with fiscal transparency clearly under control, he's set his sights on two key next steps: launching ClearGov project pages to share capital improvements with residents and working with the management team to create department dashboards so they can start tracking performance against goals.

"We really struggled with the other transparency company. We had to do a lot of things ourselves, with limited guidance and not really understanding how to keep everything working properly in the background. The fact that ClearGov does all of that for us and we just need to get the data, review it, and okay it, is a game changer — especially with our limited staff. It's a pleasure to work with ClearGov."

Kirk Johnson
Finance Director

CLEARGOV PROFILE

RIDGEFIELD WEBSITE
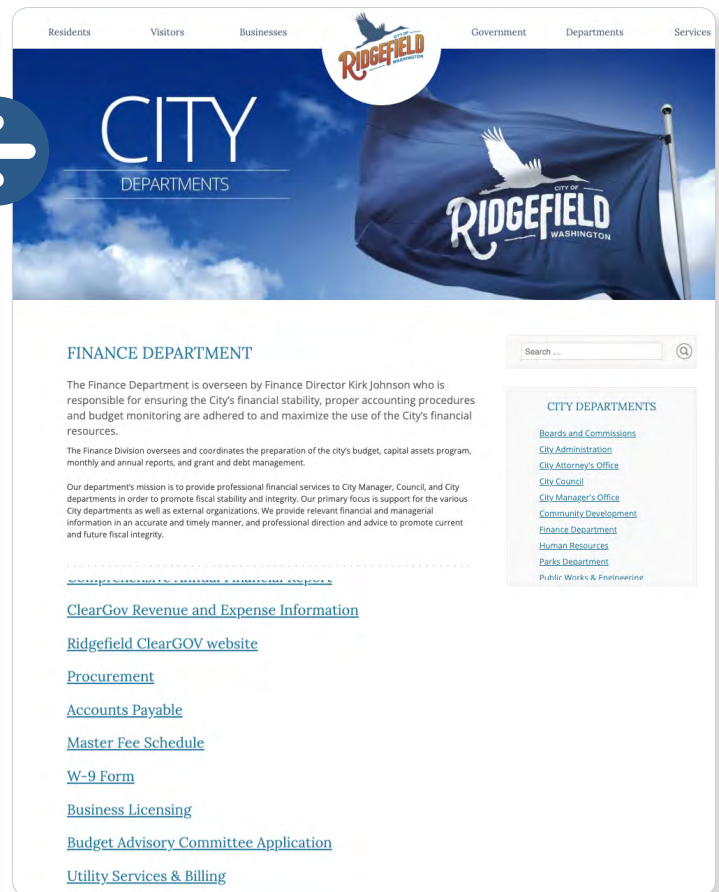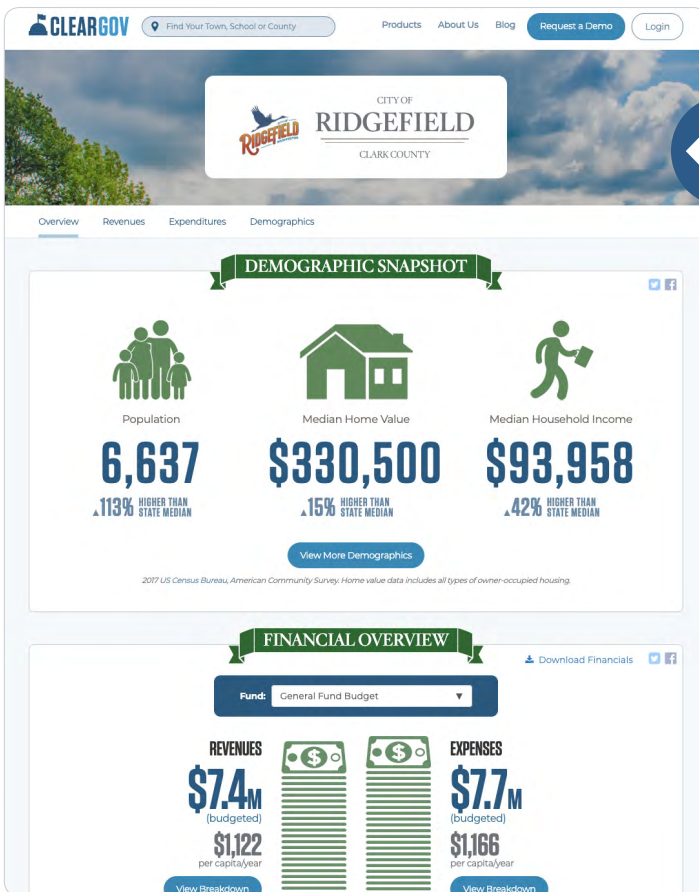
CLICK TO VISIT
ClearGov Profile

CLICK TO VISIT
Ridgefield Website

"The best thing about the onboarding process was that it didn't require a ton of work on our part. The ClearGov team really made it easy for us."

"If you communicate well, and people know where to get good information about the things you're doing, people are going to feel good about where they live."

Jim Mallery
Village Manager

PRIMARY OBJECTIVE:

Rebuild community trust. The leadership of Vicksburg needed to rebuild the village's trust in its government. Significant trust had been lost due to economic hardship and financial scandal in the prior two decades.

SITUATION:

Vicksburg is a small community of just over 3,000 people located in Kalamazoo County, MI, about halfway between Detroit and Chicago. The community experienced a historic economic downturn at the turn of the millennium, when the paper mill that had been the village's economic engine for nearly a century closed its doors for good. Unsurprisingly, Vicksburg's residential community shrank dramatically in the wake of the closing.

Ten years later, local confidence in the government took a second big hit when the village manager at the time was removed for financial malfeasance. When Jim Mallery took over as Village Manager in 2016, the village still had serious trust issues to address. The community had lost its faith in the village government years earlier. By 2016, distrust in the government had become an entrenched part of the village's culture.

But this is a story about good things happening. Today, the village of Vicksburg is making great progress toward getting back on track. A $90 million redevelopment project is underway at the mill. Lots of young families have moved in. New parks and tournament-level recreational amenities have been established. Vicksburg has become a thriving bedroom community for the cities of Portage and Kalamazoo. Slowly but surely, residents' trust in their government is on the rise as well. And ClearGov has played a big part in the return of the community's trust.

CLEARGOV SOLUTION:

When he became Village Manager in 2016, Jim Mallery knew that the key to rebuilding trust would be "to operate with complete and total transparency," especially regarding Vicksburg's finances. He spent the first few years of his tenure rebuilding financial systems and processes, slowly getting citizens involved. Then, in 2019 Mallery turned to ClearGov to help make his vision of total financial transparency a reality. "We want to be a model government for transparency," was his simple directive.

Working from a simple ERP data export, ClearGov's team got Vicksburg's new financial transparency center up and running quickly. The village started promoting it aggressively. "Go to our transparency site on ClearGov," Mallery tells residents. "Ask us a question about anything you see." That's a big promise when you've made every last detail of your finances easy for residents to understand. But for Mallery and the village of Vicksburg, it's really paid off. Trust is on the rise, and "public response has been phenomenal," according to Assistant Village Manager Alex Lee. The "difficult" emails have dried up, reports Mallery, and face-to-face they're hearing "[The transparency site] is great, I can understand it, I can navigate."

> "Rebuilding community trust takes a team. I could tell right away that ClearGov was a platform that would do what I most wanted it to do, which was to rebuild our citizens' confidence in their government. It's great having ClearGov on our team."

Jim Mallery
Village Manager

Mallery says he especially appreciates that ClearGov is so readily accessible to smaller communities like Vicksburg. "ClearGov's affordability makes it easy to think of it as an investment rather than an expense," he says. And the Village Council agrees: Mallery reports unanimous enthusiasm for ClearGov from council members.

Recently, the village of Vicksburg has expanded its use of ClearGov to include our capital projects and department dashboards modules as well. A move to Open Checkbook is next.

Over time, Vicksburg's ClearGov profile has become a critical lever in the village government's efforts to regain the trust of its community. So would he recommend ClearGov to peers in other governments? "Without hesitation, yes," says Mallery. "You help me provide the concise and vital financial information people want, in a way that's easy for them to understand. I'd tell my peers, 'The question isn't can you afford it? It's how can you *not* afford it?'"

Click here visit Vicksburg's ClearGov Profile

ClearGov is committed to the success of every local government.

We provide secure, cloud-based software for efficient, collaborative budgeting; fast high-quality budget book production; and easy-to-understand citizen communications. Our solutions increase a government's financial efficiency and help build community support. ClearGov software is easy to afford, easy to implement, and easy to use, for any local government, of any size.

Insights Testimonials

Village of Rye Brook, NY

"Using ClearGov's Project Communications tool, I was able to quickly publish a page that housed everything related to the new facility, including detailed blueprints and current and projected expenditures. We expect that our ClearGov project page will not only help keep our community better informed and engaged, but will also save my team countless hours of effort that would otherwise be required to respond to questions from our constituents."

Chris Bradbury
Village Administrator
Rye Brook, NY
Population: 9,540

Capitol Heights, MD

"I could not be more enthusiastic about an application for government. Everything else we have is clunky and unwieldy, but ClearGov's transparency tool actually does exactly what it says it will do — and it does it in a really easy way."

Jason Small, Esq.
Township Administrator
Capitol Heights, MD
Population: 4,512

Capitol Heights, MD

"*For small towns with limited bandwidth and tight budgets, ClearGov is the perfect solution. It's made my life so much easier. We're amazed at how easy and functional ClearGov's transparency tool is. It's a game changer for towns like ours.*"

Jason Small, Esq.
Township Administrator
Capitol Heights, MD
Population: 4,512

East Fallowfield, PA

"*Before we used ClearGov, residents who wanted to learn more about where their tax dollars actually go had to attend a public meeting. Now, residents who want to be more involved, but might not be able to attend a meeting, can view this information on the township's ClearGov Transparency Center site in real time. The ClearGov tool has proven itself to be a powerful tool to drive community awareness and civic engagement.*"

Pani Martin
Township Treasurer
East Fallowfield, PA
Population: 7,560

Town of Holliston, MA

"*For the first time in our history we are able to provide a complete picture of town finances to each and every citizen on a near real-time basis. ClearGov has built a brilliant solution and we look forward to working further with the company on future releases.*"

Kevin Conley
Chairman of the Board of Selectmen
Holliston, MA
Population: 14,500

Village of Pinehurst, NC

> *"We have received nothing but positive feedback from the public on our new ClearGov profile. It has helped us communicate our financials in a user-friendly and interactive way."*

John Frye
Financial Services Director
Pinehurst, NC
Population: 15,580

Digital Budget Book Testimonials

City of Monte Sereno, CA

> *"The Cleargov Digital Budget Book software enabled the City staff of Monte Sereno to turn an ordinary, plain text budget document into a dynamic 3-dimensional annual report. Our City Council was extremely pleased and complimentary of the presentation. The staff at Cleargov were outstanding in their efforts to help us deliver the budget on time and in great form."*

Steven Leonardis
City Manager
Monte Sereno, CA

City of Commerce, TX

> *"My council was incredibly impressed with the budget book and the transparency it offered. I got glowing compliments."*

Jamie Campbell
Accounting Supervisor
Commerce, TX
Population: 9,000