

RESOLUTION NO. 2026 – 45

TO ENTER INTO CONTRACT WITH CLEARGOV FOR PROFESSIONAL SERVICES

WHEREAS, the Cullman City Council has determined that it would serve a public purpose to enter into contract with ClearGov for the professional services for transparency and budgeting software in the annual amount not to exceed \$15,995.00 and a one-time implementation fee of \$6,885.00; and

NOW THEREFORE BE IT RESOLVED by the Cullman City Council in the State of Alabama that the Mayor is hereby authorized to enter into a contract with ClearGov for the professional services for transparency and budgeting software in the amount not to exceed \$15,995.00 and a one-time implementation fee of \$6,885.00.

ADOPTED BY THE CITY COUNCIL this the 15th day of December, 2025.

ATTEST:

City Clerk

President of the City Council

APPROVED BY THE MAYOR this the 15th day of December, 2025.

Mayor



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

Service Order

Created By	Dennis Maher
Contact Phone	817-205-9980
Contact Email	dmaher@cleargov.com

Order Date	Dec 8, 2025
Order Valid If Signed By	Dec 31, 2025

Customer Information			
Customer	City of Cullman	Contact	Wes Moore
Address	204 2nd Avenue NE	Title	City Clerk
City, St, Zip	Cullman, Alabama 35055	Email	wmoore@cullmanal.gov
Phone	256-775-7109	Billing Contact	Wes Moore
		Title	City Clerk
		Email	wmoore@cullmanal.gov
		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...		
Customer Annual Budgeted Expenditures - All Funds Total	\$50,000,000	
Setup Services	Tier / Rate	Service Fees
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions	Tier 2D	\$ 10,800.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 2D	\$ (1,620.00)
Onboarding Discount: Customer value add	Tier 2D	\$ (2,295.00)
Total ClearGov Setup Service Fee - Billed ONE TIME		\$ 6,885.00
Subscription Services	Tier / Rate	Service Fees
ClearGov Base Platform - Civic Edition	Tier 2D	\$ 2,000.00
ClearGov Digital Budget Book - Civic Edition	Tier 2D	\$ 8,800.00
ClearGov Transparency - Civic Edition	Tier 2D	\$ 7,900.00
Bundle Discount: Platform (10%)	Tier 2D	\$ (200.00)
Bundle Discount: Modules (15%)	Tier 2D	\$ (2,505.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 15,995.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jan 1, 2026	Jan 1, 2026	ClearGov Setup Services
Pro-Rata	Jan 1, 2026	Sep 30, 2026	ClearGov Subscription Services
Initial	Oct 1, 2026	Sep 30, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jan 1, 2026	\$6,885.00	One-Time Setup Fee
Jan 1, 2026	\$11,996.25	9 Month Pro-Rata Subscription Fee
Oct 1, 2026	\$15,995.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions		
Valid Until	Dec 31, 2025	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
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.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
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	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	
Title	

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

Order Type (ClearGov Internal Use Only)		
Select Order Type for this Service Order	NL	If XS: 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.