Board of Trustees Mary Makley Wolff Kendal A. Tracy Mark C. Schulte

*Fiscal Officer* Eric C. Ferry

*Administrator* / *Public Safety Director* Stephen M. Kelly



ADMINISTRATION 513-248-3725 513-248-3730 (FAX) COMMUNITY DEVELOPMENT 513-248-3731 SERVICE DEPARTMENT 513-248-3728 POLICE DEPARTMENT 513-248-3721 FIRE & EMS 513-248-3700 RECREATION 513-248-3727

MIAMI TOWNSHIP 6101 Meijer Drive • Milford, OH 45150-2189

## **RESOLUTION 2025-36**

The Board of Trustees of Miami Township, Clermont County, Ohio met in regular session at the Miami Township Civic Center on June 17, 2025, with the following members present: Mark Schulte, Ken Tracy and Mary Makley Wolff.

A motion was made to adopt the following Resolution:

## **RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH EUNA SOLUTIONS TO IMPLEMENT AND PROCURE BUDGETARY SOFTWARE, DISPENSING WITH A SECOND READING, AND DECLARING AN EMERGENCY**

**WHEREAS,** the Board of Trustees of Miami Township (the "Board") seeks to enter into agreement with Euna Solutions to implement and secure budgetary software.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Miami Township, Clermont County, Ohio as follows:

**SECTION 1:** The Administrator/Public Safety Director is hereby authorized to execute an agreement with Euna Solutions for implementation and procurement of budgetary software on behalf of the Board (the "Agreement"). A copy of the Agreement is attached as <u>Exhibit A</u> and incorporated herein by reference.

**SECTION 2:** The Board does hereby dispense with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and authorizes the adoption of this Resolution upon its first reading.

**SECTION 3:** That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4:** This Resolution shall take effect at the earliest period allowed by law.

**SECTION 5:** This Resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety, welfare and morals of Miami Township specifically to allow for the implementation of the program prior to completion of the next operating and capital budget, and this legislation shall take effect immediately upon its passage by the affirmative vote of all members of the Board.

First Reading:	June 17, 2025
Second Reading:	Dispensed with
Effective:	June 17, 2025

Trustee  $\underline{MDLFF}$  made the Motion and it was seconded by  $\underline{TDAC}$ . On the roll call being called the vote resulted as follows:

Mr. Schulte	<u>×</u>
Mr. Tracy	_X
Ms. Wolff	$\times$

Resolution 2025-36 was adopted June 17, 2025.

ATTEST:

nic Kny

Eric C. Ferry, Fiscal Officer

### APPROVED AS TO FORM:

Joseph J. Braun

Township Law Director

## **CERTIFICATION OF FUNDS**

I hereby certify that at the time of making of this certification the amount required to meet the obligations set forth in this Resolution has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Crie c Perug

Eric C. Ferry

Fiscal Officer, Miami Township

Exhibit A

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

# **Service Order**

Created by	Michael Lepore	Order Date	Mar 21, 2025	
Contact Phone	781-254-5044	Order valid if signed by	Apr 21, 2025	
Contact Email	mlepore@cleargov.com	Order valid it signed by	Apr 21, 2025	

Customer Information					
Customer	Miami Township, OH	Contact	Kelly Flanigan	<b>Billing Contact</b>	Kelly Flanigan
Address	6101 Meijer Drive	Title	Finance Director	Title	Finance Director
City, St, Zip	Miami Township OH • 45150	Email	kelly.flanigan@miamitwpoh. gov	Email	kelly.flanigan@miamitwpoh.gov
Phone	513-248-3725			PO # (If any)	

The Services you will receive and the Fees for those Servic	es are			
Set up Services	Tier/Rate	Se	Service Fees	
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 2	\$	10,800.00	
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 2	\$	(1,080.00)	
Total ClearGov Setu	Service Fee - Billed ONE-TIME	\$	9,720.00	
Subscription Services Tie		Se	ervice Fees	
ClearGov Base Platform - Civic Edition	Tier 2	\$	2,000.00	
ClearGov Operational Budgeting - Civic Edition	Tier 2	\$	12,800.00	
ClearGov Personnel Budgeting - Civic Edition	Tier 2	\$	12,800.00	
Bundle Discount: Base Platform (10%)	Tier 2	\$	(200.00)	
Bundle Discount: Modules (10%)	Tier 2	\$	(2,560.00)	
Total ClearGov Subscription Service Fee -	Billed ANNUALLY IN ADVANCE	\$	24,840.00	

ClearGov will provide your Services according to this schedule				
Period	Start Date	End Date	Description	
Setup	May 1, 2025	May 1, 2025	ClearGov Setup Services	
Pro-Rata	May 1, 2025	Dec 31, 2025	ClearGov Subscription Services	
Initial	Jan 1, 2026	Dec 31, 2028	ClearGov Subscription Services	

To be clear, you will be billed as follows				
Billing Date(s) Amount(s)		Amount(s)	Notes	
May 1, 2025		\$9,720.00	One Time Setup Fee	
May 1,	2025	\$16,560.00	8 Month Pro-Rata Subscription Fee	
Jan 1,	2026	\$24,840.00 Annual Subscription Fee		
Additional sub	oscription year	s and/or renewals will be	billed annually in accordance with pricing and terms set forth herein.	
		Billi	ng Terms and Conditions	
Valid Until	Apr 21, 2025	<b>25</b> 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	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 will 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 <b>DO NOT</b> include applicable taxes. I accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth i this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth i the ClearGov BCM Service Agreement found at the following URL: <u>http://www.ClearGov.com/terms-and-conditions</u> . This
	Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer			
Signature			
Name	Kelly Flanigan		
Title	Finance Director		

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

Customer Up	ogrades (Clea	rGov internal use only)
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date

## **Statement of Work**

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

#### **ClearGov Responsibilities**

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

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

- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.

- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).

- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.

- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

#### **Customer Responsibilities**

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

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

- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.

- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.