

**Amendment 1 to the  
OpenGov, Inc. Software Agreement  
with  
County of Tulare, CA**

This Amendment 1 ("Amendment 1") dated \_\_\_\_\_ ("Amendment 1 Effective Date"), to that **OpenGov, Inc. Software Agreement** between the parties dated July 1, 2019 ("Agreement") is made by and between OpenGov, Inc. a Delaware Corporation ("OpenGov") and County of Tulare, California ("Customer").

**1. Definitions.** The definitions of certain terms used in this Amendment with initial capitalized letters, if not defined herein, shall have the definitions set forth in the Agreement.

**2. Payment for Services:** Delete the following language:

"The total maximum amount payable under this Agreement shall not exceed \$1,355,000, as broken down in Exhibit B."

And replace it with the following language:

"The total maximum amount payable under this Agreement shall not exceed \$2,071,190.00, as broken down in Exhibit B."

**3. Exhibit B:** Delete the following fee and billing schedule in Exhibit B:

**SOFTWARE SERVICES**

Product	Description	Start Date	End Date	Annual Contract Value
OpenGov Software	Communications and Reporting, Enterprise Integration, Open Data Portal	7/1/2019	6/30/2024	\$250,000.00

**PROFESSIONAL SERVICES**

Product	Description	Total
OpenGov Deployment	Professional Services Deployment — Prepaid	\$105,000.00

Billing Date	Amount Due
July 1, 2019	\$355,000.00
July 1, 2020	\$250,000.00
July 1, 2021	\$250,000.00
July 1, 2022	\$250,000.00
July 1, 2023	\$250,000.00

And replace it with the following fee and billing schedule:

**SOFTWARE SERVICES**

Product	Description	Start Date	End Date	Annual Contract Value
OpenGov Software	Communications and Reporting, Enterprise Integration, Open Data Portal	7/1/2019	6/30/2024	\$250,000.00*
OpenGov Software	Budget Builder, Financial Integration, Workforce Planning	7/1/2020	6/30/2024	\$149,055.00

**PROFESSIONAL SERVICES**

Product	Description	Total
OpenGov Deployment	Professional Services Deployment — Prepaid	\$105,000.00*
OpenGov Deployment	Professional Services Deployment — Prepaid	\$119,970.00

Billing Date	Amount Due
July 1, 2019	\$355,000.00*
July 1, 2020	\$519,025.00
July 1, 2021	\$399,055.00
July 1, 2022	\$399,055.00
July 1, 2023	\$399,055.00

*\*Note: Customer has already paid \$355,000.00*

**4. Statement of Work:** This Amendment includes and incorporates the OpenGov Statement of Work attached and incorporated herein.


**5. Legal Effect.** The modifications set forth in this Amendment 1 are effective as of the date first written above. This Amendment 1 shall expire unless signed by Customer by May 31, 2020. Except as expressly amended or modified by the terms of this Amendment 1, all other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment 2 to be executed by their duly authorized representatives as of the date and year first written above.

**Customer: County of Tulare, CA**

**OpenGov, Inc.**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Signature   
 Name PAUL H. DENTON  
 Title C.F.O.  
 Date MARCH 19, 2020



# Statement of Work

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County of Tulare, CA

OpenGov Budgeting and Planning Solution  
Upgrade

Created By TJ Isselhard

SOW Creation Date 02/24/20

Version: 1

Document Number: DD-00846

## 1. Objective

### 1.1. Summary

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov”) will perform for County of Tulare, CA (“Customer”) pursuant to the order for Professional Services agreed to by the parties (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the OpenGov Budgeting and Planning Solution for the Customer to enable effective and accountable governing. This SOW defines the scope and deliverables for a successful implementation of the suites of the OpenGov Cloud.

### 1.2. Solution Overview

This SOW defines the scope and deliverables for a successful implementation of the OpenGov Budgeting and Planning Solution. OpenGov will work with Customer to implement OpenGov’s Budgeting and Planning Solution.

## 2. Scope

### 2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope.

OpenGov will provide Professional Services to implement the OpenGov Budgeting and Planning Solution. The below Phases and their associated tasks are organized based on Customer’s solution. Phases and tasks may start concurrently or prior to the previous Phase’s tasks being completed.

#### Phase 1: Kickoff and Project Planning Phase

- OpenGov to work with Customer to hold a Project Kickoff and create a Project Plan.

#### Phase 2: Chart of Accounts (CoA)

- Customer will provide OpenGov with source data for CoA.
- OpenGov will configure the CoA in OpenGov Platform for functional review
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 3: Financial Integration

- OpenGov will work with Customer to configure Financial Integration.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 4: Reporting and Transparency Platform

- OpenGov will work with Customer to configure Reporting and Transparency Platform.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 5: Budgeting and Planning

- OpenGov will work with Customer to configure Operating Budget, Workforce Planning, and Capital Budget.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 6: Online Budget Book

- OpenGov will work with Customer to configure Online Budget Book.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 7: Project Closure

**2.2. Deliverables**

<b>OpenGov Budgeting and Planning Solution</b>	
Functionality	Deliverables
<b>Chart of Accounts</b>	<ul style="list-style-type: none"> <li>● OpenGov will provide up to 35 hours to:               <ul style="list-style-type: none"> <li>○ Review and feedback of Customer's source system general ledger chart of accounts</li> <li>○ Chart of accounts functional build and review</li> <li>○ Chart of accounts configuration and peer review</li> </ul> </li> </ul>
<b>Financial Integration</b>	<ul style="list-style-type: none"> <li>● OpenGov will provide 68 hours to:               <ul style="list-style-type: none"> <li>○ Integration of Customer Financial System</li> <li>○ Integration of budget and actuals, with transaction-level detail up to 10 years</li> <li>○ Single system connector</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Design, map, and validate data from the system</li> </ul>
<b>Reporting and Transparency Platform</b>	<p><b>Transparency (Stories and Open Town Hall)</b></p> <ul style="list-style-type: none"> <li>● OpenGov will provide up to 6 hours to configure:             <ul style="list-style-type: none"> <li>○ 1 OpenGov standard story</li> </ul> </li> </ul> <p><b>Reporting &amp; Analytics</b></p> <ul style="list-style-type: none"> <li>● OpenGov will work with Customer for up to 10 hours to develop:             <ul style="list-style-type: none"> <li>○ OpenGov Standard Reports (Annual, Budget to Actuals, Change in Fund Balance and Transactions)</li> </ul> </li> </ul> <p><b>Dashboards</b></p> <ul style="list-style-type: none"> <li>● OpenGov will work with Customer for up to 10 hours to configure:             <ul style="list-style-type: none"> <li>○ 1 non-financial Dashboards of Customer choosing</li> <li>○ 1 financial dashboard for each of the 4 departments, totaling to 4 dashboards</li> <li>○ 6 financial tiles per dashboard, totaling 24 tiles</li> </ul> </li> </ul>
<b>Budgeting and Planning</b>	<p><b>Operating Budget, including Workforce Planning)</b></p> <ul style="list-style-type: none"> <li>● OpenGov will provide up to 324 hours to:             <ul style="list-style-type: none"> <li>○ Budget Builder setup to complete Customer's Operating Budget</li> <li>○ Creation of up to 5 worksheet shells</li> <li>○ 2 budgeting reports (Budget to Actuals and Milestones)</li> <li>○ Workforce planning configuration based on Customer-provided documentation and cost elements</li> <li>○ 1 Workforce plan</li> <li>○ Data formatting and loading</li> <li>○ Validate calculations</li> <li>○ Administrator training</li> </ul> </li> </ul> <p><b>Capital Budget</b></p> <ul style="list-style-type: none"> <li>● OpenGov will provide up to 249 hours to:             <ul style="list-style-type: none"> <li>○ Budget Builder setup to complete Customer's Capital Budget</li> <li>○ Creation of up to 5 worksheet shells</li> <li>○ 2 budgeting reports (Project and Milestones)</li> <li>○ Administrator training</li> </ul> </li> </ul>

<b>Online Budget Book</b>	<ul style="list-style-type: none"> <li>● OpenGov will provide up to 72 hours to:             <ul style="list-style-type: none"> <li>○ Conceptualizing Sessions to build Online Budget Book</li> <li>○ Customize up to 6 OpenGov standard templates, including landing page, budget message, performance page, department page, capital page, and financial forecast to support Online Budget Book</li> <li>○ Administrator training</li> <li>○ Go-live support up to one week after Online Budget Book launch</li> </ul> </li> </ul>
<b>Total Estimated Hours</b>	<b>774 hours</b>

### 2.3. Assumptions and Exclusions

- The concept of Prepaid Hours means that the Customer is purchasing a package with a set number of Professional Service hours to achieve the outlined deliverables. The hours are based on OpenGov’s best estimate given reasonable assumptions outlined in section 4.2, Project Responsibilities. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours.
- This SOW does not include an API integration.
- For the Financial Integration,
  - The data will be linked to the Customer’s chart of accounts.
  - OpenGov will perform the validation for data accuracy for the Integration, working jointly with the Customer team to approve the Financial Integration data.
  - OpenGov will require assistance from the Customer to understand source system specific customizations and configurations when building the data extract.
  - When the source accounting software is hosted by a third party vendor on behalf of the customer, the customer is responsible for brokering OpenGov’s access to the customer’s data residing at the vendor’s premises in accordance with OpenGov’s data formatting requirements.
- If there is an FTP integration of 3 .CSV datasets,
  - The data will NOT be linked to the Customer’s chart of accounts.

- The Customer will perform the validation for data accuracy for the Integration.
- Customer will perform the data extraction from the source system and automate it to be dropped in OpenGov FTP location.

### **3. Schedule**

OpenGov will schedule resources for this project upon signature of the Order Form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the “OpenGov Project Manager”) will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

### **4. Project Organization**

#### **4.1. Project Team**

##### OpenGov

OpenGov will assign a Project Manager (the “OpenGov Project Manager”) upon execution of the SOW. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

##### Customer

Customer will assign a project manager (the “Customer Project Manager”) and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that the areas of need will be in Finance, Data Gathering, and the IT department.

#### **4.2. Project Responsibilities**

The project responsibilities for each organization are outlined below:

##### OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer’s environment.
4. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.



8. Budget files are exported as .xlsx. OpenGov may assist in formatting that file, but cannot convert files to any other file types

#### Customer

1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
4. Setup firewall rules to allow incoming requests from OpenGov's proxy over HTTP/HTTPS to Customer systems.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any configuration changes or modifications to Financial System (ERP) to support integration and make available access for integration to OpenGov software. The Customer will be responsible for ensuring that the versions of Financial System (ERP) running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. accounting system licenses. Please note, OpenGov software is optimized for Google Chrome.
9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

## **5. Change Control Procedures**

No amendments, changes or other modifications to this SOW will be effective without a written project change order. The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

## **6. Fees and Expenses**

### **6.1. Fees and Payment Terms**

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon provided that any hourly fees shall be based on OpenGov's then-current, applicable hourly rate.



## **6.2. Travel Expenses**

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking non-refundable travel expenses. Such expenses shall be in compliance with Customer's travel and expense guidelines provided to OpenGov.

Unless otherwise agreed to by the parties, such travel and expenses shall not exceed \$5,000 for the work specified in this SOW. If additional travel is needed as per discussion with the Customer, it will be mutually agreed upon and be billed as incurred.

## 1. Appendix 1

### Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner.



#### 1. Analyze and Design

- a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
- b. **Key Work Products:** Data Inventory, Functional Model Build, Process Flow Documents, Solution Document
- c. **Summary:** Analyze and Design Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a Process Flow and Solution Document will be created that outlines how the solutions will be implemented.

#### 2. Configure Phase

- a. **Key Activities:** Application and Solution Configuration, Data Load
- b. **Key Work Products:** Solution Configuration, Peer Review
- c. **Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Analyze and Design Phase. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

#### 3. Validate Phase

- a. **Key Activities:** User Acceptance Testing, Data Confirmation
- b. **Key Work Products:** Data Validation, Customer Review
- c. **Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has been completed, the Customer will validate that data is being represented accurately in the solution. If any issues are found, OpenGov team will assess the issue and resolve as needed. The Phase ends with the Acceptance of by the Customer.

#### 4. Deploy Phase

- a. **Key Activities:** Administrator Training
- b. **Key Work Products:** Project Documentation
- c. **Summary:** The purpose of the Deploy phase is to complete the Administrator Training process and prep for Go Live of the solution. All project documentation will be provided at this point to the Customer OpenGov Administrator documenting the solution configuration and any specific process flows or user guides. At this point, the solution will be configured and ready to Go Live to end users.

#### 5. Own and Enable Phase

- a. **Key Activities:** Go Live, User Training, Transition to Customer Success Manager and Technical Support
- b. **Key Work Products:** Project Acceptance, Transition
- c. **Summary:** The purpose of the Own and Enable phase is to complete the User Training process, Go Live with the solution, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.