

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and Vertosoft, LLC, a Virginia limited liability company (“Consultant”) is effective as of the ____ day of _____, 2023.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 11, 2022 (“Agreement”) whereby Consultant agreed to provide City an annual subscription and license for cloud-based integrated software services for the City’s budgeting needs, including but not limited to, for City’s operating budget, capital planning, workforce planning, budget book, and reporting needs, along with associated professional services (“Original Scope”), for a five (5) year term at a Contract Sum of \$368,163.46.

B. Section 2611(g) of the City’s Municipal Code (“CMC”) allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City’s approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

C. The Texas Region 8 Education Service Center (“State”) is part of a cooperative purchasing program through which it entered into a contract with Consultant referred to as Contract #220105 after engaging in a proposal process in 2022 through RFP #220105 for technology solutions, products and services, including but not limited to, the Software Services and Professional Services detailed in the Agreement, whereby the State receives such services at a greatly discounted price. Such discounted price was made available to the City pursuant to the State’s cooperative purchasing program.

D. Consultant is an authorized reseller of the Software Services and Professional Services offered by OpenGov, Inc., a Delaware corporation with its principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“OpenGov”). Pursuant to such authority, the State’s cooperative purchasing program, and Section 2611(g) of the CMC, the City and Consultant entered into the Agreement.

E. City and Consultant now desire to amend the Agreement for City’s purchase of additional platforms, in particular, Capital Improvement Planning, Capital Project Pre-Screening, and Interactive CIP Online Budget Books, in addition to training therefor (collectively, “Additional Scope”), which will assist City in its transition from the currently used printed budget document to an interactive digital budget web-portal dashboard, allowing the City’s budget to be presented in a more understandable way, the broadening of citizen engagement, and the strengthening of public trust. The Additional Services will be provided to City during the last four years of the Agreement term for a not to exceed cost of \$207,381.04, thereby bringing the total Contract Sum to \$575,544.50.

F. As was the case with the Agreement and City’s procurement of the Original Scope, City’s procurement of the Additional Scope is authorized under the State’s cooperative purchasing program and Section 2611(g) of the CMC. Procurement is also authorized under Section 2611(i)(16) of the CMC because renewals of software licenses already purchased by the City are exempt from City’s competitive bidding requirements.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is indicated in *bold italics* and deleted text in ~~strike through~~).

A. Section 1.2 (Consultant’s Proposal) of the Agreement is hereby amended to read in its entirety as follows:

“1.2 Consultant’s Proposal.

The Scope of Service shall include the OpenGov Statement of Work created August 24, 2022, identified as Document Number: DD-02838, Version Number: 2 *and OpenGov Statement of Work created September 21, 2023, identified as Document Number: PS-04628, Version Number: 1*, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.”

B. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed *Five Hundred Seventy Five Thousand Five Hundred Forty Four Dollars and Fifty Cents* ~~Three Hundred Sixty Eight Thousand One Hundred Sixty Three Dollars and Forty Six Cents (\$575,544.50\$368,163.46)~~ for the Term (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

C. Exhibit “A” (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

See attached Exhibit "A."

D. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached Exhibit "C."

E. Exhibit "D" (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

See attached Exhibit "D."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and County each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

County represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to County that, as of the date of this Amendment, County is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

VERTOSOFT, LLC, a Virginia limited liability company

By:_____
Name: Jay Colavita
Title: President

By:_____
Name: Hannah Xiu
Title: CFO

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

| | |
|--|---|
| <input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ | DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE |
|--|---|

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

| CAPACITY CLAIMED BY SIGNER | DESCRIPTION OF ATTACHED DOCUMENT |
|--|---|
| <input type="checkbox"/> INDIVIDUAL | _____ |
| <input type="checkbox"/> CORPORATE OFFICER | _____ |
| _____ TITLE(S) | TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED | _____ |
| <input type="checkbox"/> GENERAL | NUMBER OF PAGES |
| <input type="checkbox"/> ATTORNEY-IN-FACT | _____ |
| <input type="checkbox"/> TRUSTEE(S) | DATE OF DOCUMENT |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR | _____ |
| <input type="checkbox"/> OTHER _____ | _____ |
| SIGNER IS REPRESENTING: | |
| (NAME OF PERSON(S) OR ENTITY(IES)) | |
| _____ | |
| _____ | |
| | SIGNER(S) OTHER THAN NAMED ABOVE |

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Original Scope

~~which will include~~ Providing City an annual subscription for cloud-based integrated software services (“Software Services”) for the City’s budgeting needs, including but not limited to, for City’s operating budget, capital planning, workforce planning, budget book, and reporting needs, along with associated professional services (“Professional Services”). Generally, the Services to be provided are described below.

| Products & Services | Description |
|---|--|
| OpenGov Budgeting & Planning | Operating Budget, Workforce Budgeting, Management Reporting & Dashboards, Transparency Portal, Integration (Munis Cloud) |
| Professional Services | Implementation & Deployment of the above solutions (see the attached SOW for additional information) |

The Services are more specifically detailed below, as follows:

A. OpenGov Reporting & Transparency Platform

1. OpenGov Reporting & Transparency Platform Project Deliverables

| Deliverable | Description |
|--|--|
| OpenGov Reporting & Transparency Platform | Cloud based Reporting & Transparency Platform that includes: <ul style="list-style-type: none">● Stories● Community Feedback● Reporting● Dashboards● Transparency Portal |

2. Project Tasks

The tasks listed below are required for OpenGov and City to successfully complete the OpenGov Reporting & Transparency Platform implementation.

a. Initiate

| Functionality | Description |
|---|---|
| Provisioning Reporting & Transparency Platform | OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules. |
| OpenGov University | OpenGov will provide access to OpenGov University online training courses intended to teach users on the basics of the Reporting & Transparency |

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| Platform Training | Platform. |
| Stories and Community Feedback Examples | OpenGov will build out an example of a Story: <ul style="list-style-type: none"> One standard story based on available templates in OpenGov. OpenGov will build out an example of a topic in Community Feedback. |
| Initial Data Migration | OpenGov will upload any applicable datasets to the OpenGov Platform. <ul style="list-style-type: none"> Base Budget File Historical Budget and Transactions Files, including beginning balances Budget Reference Year data files OpenGov will accept flat files such as CSV, Text, and/or Excel |

b. Best Practices

| Functionality | Description |
|--|---|
| Overview of Best Practice | OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer. |
| Stories and Community Feedback Review | The Implementation Analyst will conduct a review of the examples created. |
| Solution Document | OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration. |

c. Configuration

| Functionality | Description |
|--------------------------|---|
| Chart of Accounts | OpenGov will <ul style="list-style-type: none"> Review and give feedback on Customer's general ledger chart of accounts Provide a functional build of the proposed OpenGov Chart of Accounts, and gain sign off on acceptance from Customer. Configure OpenGov Chart of Accounts in OpenGov system |
| OpenGov Reports | OpenGov will: <ul style="list-style-type: none"> Set up 3 OpenGov reports (Annual, Budget to Actuals, and |

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| | Transactions) <ul style="list-style-type: none"> Configure 3 departmental dashboards with up to 3 tiles each |
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d. Validation

| Functionality | Description |
|--------------------------|---|
| Chart of Accounts | Once built in OpenGov system, Customer will validate and sign off on transformed Chart of Accounts. |
| Data | Customer will validate and sign off on the datasets uploaded as part of the implementation. |

e. Deploy

| Functionality | Description |
|--|---|
| Training Stories | OpenGov will review configured story and provide training to Customer on how to: <ul style="list-style-type: none"> ● Create new stories ● Update/Maintain current stories ● Publish internally and externally |
| Training Community Feedback | OpenGov will <ul style="list-style-type: none"> ● Present configured Community Feedback site and theme. ● Provide training to Customer on Community Feedback Functionality |
| Training OpenGov Reports | OpenGov will review configured OpenGov reports. OpenGov will provide training Customer on report: <ul style="list-style-type: none"> ● Configuration ● Update/Maintenance ● Publishing internally and externally |
| Training Dashboards | OpenGov will review configured Dashboards. OpenGov will provide training to Customer on Dashboard: <ul style="list-style-type: none"> ● Configuration ● Update/Maintenance ● Publishing internally and externally |
| Reporting & Transparency Training | OpenGov will review configured Chart of Accounts (COA) and uploaded data. OpenGov will provide training to Customer on Platform maintenance: <ul style="list-style-type: none"> ● Users ● Uploading data |

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|-----------------|--|
| | <ul style="list-style-type: none"> ● Maintaining COA |
| Sign Off | Customer will sign off that they have: <ul style="list-style-type: none"> ● Configured Story ● Configured Community Feedback ● Configured OpenGov reports ● Configured Dashboard ● Training has been provided on Stories, Community Feedback, OpenGov reports, Dashboards |

B. OpenGov Budgeting & Planning

1. Budget & Planning Project Deliverables

| Functionality | Description |
|---|--|
| OpenGov Budgeting & Planning Suite | Budgeting & Planning Suite, includes: <ul style="list-style-type: none"> ● Operating Budget ● Workforce Planning ● Online Budget Book ● Budget Reporting |

2. Project Tasks – Budgeting and Planning

The tasks and responsibilities listed below are required for OpenGov and City to successfully complete the OpenGov Budgeting and Planning Suite Implementation.

a. Initiate

| Functionality | Description |
|---|---|
| Documentation Receipt | Customer to provide OpenGov: <ul style="list-style-type: none"> ● Budget export ● Examples of the documentation currently provided to department ● Budget schedule ● Management budget reports example |
| OpenGov University Budget Training | During the initial phase, OpenGov will provide system training to administrators. Training will include: <ul style="list-style-type: none"> ● How to create <ul style="list-style-type: none"> ○ a budget ○ a proposal |
| | <ul style="list-style-type: none"> ○ a worksheet ○ add a line item ○ reselect line items ○ submit a budget ● Reporting overview ● Stories overview ● Community Feedback Overview ● Workforce Planning Overview |
| Budget and Workforce Solution Examples | OpenGov will build out examples of best practices for budgeting solutions: <p><i>Operating</i></p> <ul style="list-style-type: none"> ● 2 budget instances in OpenGov ● 2 proposals for each budget instance (Traditional and OpenGov) ● 3 budget reports <ul style="list-style-type: none"> ○ Operating Budget Development ○ Operating Budget Details ○ Operating Budget Categories ● 1 budget story for review <p><i>Workforce Planning Shell</i></p> <ul style="list-style-type: none"> ● 4 Standard cost elements <ul style="list-style-type: none"> ○ Wages ○ Insurance ○ Retirement ○ Taxes |
| Online Budget Book Examples | OpenGov will build out: <ul style="list-style-type: none"> ● Look and feel of Online Budget Book ● Best practice templates for: <ul style="list-style-type: none"> ○ Home Page ○ Generic (multi-use) ○ Operating ○ Department |

b. Best Practices

| Functionality | Description |
|--------------------------------------|--|
| Overview of Best Practice | OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer. |
| Budget and Workforce Solution | The Implementation Analyst will conduct a review of the examples created and work with the customer to confirm a budget format on which to move forward. |

| | |
|------------------------------------|---|
| Online Budget Book Solution | The Implementation Analyst will conduct review of Online Budget Book templates and work with Customer to confirm format and approach. |
| Solution Document | OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration. |

c. Configure

| Functionality | Description |
|---|--|
| Base Budget File | OpenGov will configure and upload Customer's base budget file into OpenGov. |
| Budget Configuration | <p>Based on the Review and Confirmation phase OpenGov OpenGov will set up Customer's preferred budget format:</p> <p><i>Operating</i></p> <ul style="list-style-type: none"> ● 1 Budget instance ● Up to 50 Proposals (Department) ● Corresponding worksheets (single, fund, division, or function) ● 1 standard budget Story template <p>Based on the review of the Workforce Planning Shell and with the guidance of the Implementation Analyst, Customer will:</p> <ul style="list-style-type: none"> ● Buildout remaining cost elements ● Populate position template ● Validate Workforce calculation |
| Budget Configuration Working Sessions | <p>OpenGov will hold working sessions between the Implementation Analyst and Customer for the purpose of validating, reviewing, and iterating upon draft budget instances. Session will focus on:</p> <ul style="list-style-type: none"> ● Set up ● Structure ● Workflow ● User access |
| Administrator Budget Management Training | <p>OpenGov will provide 1, 60-Minute training session(s) to enable Customer's Budget Administrators to manage and maintain their OpenGov budgets including:</p> <ul style="list-style-type: none"> ● User access ● Approval workflow ● Cloning ● Phases ● Proposal status |

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|--|--|
| Dataset and View Configuration | OpenGov will set up 1 export and dataset view to enable budget reports |
| Budget Report(s) | OpenGov will configure up to 4 budget reports to include: <i>Operating</i> <ul style="list-style-type: none"> ● Operating Budget Milestones ● Operating Budget Development ● Operating Budget Details ● Operating Budget Categories |
| Budget Exports and Reporting Training | OpenGov will provide 1, 60-Minute training session(s) to enable Customer to own, manage and maintain their OpenGov Budget Data and Reports including: <ul style="list-style-type: none"> ● Exports ● Dataset views ● Reports |

| | |
|--|--|
| Online Budget Book Administrator Training | OpenGov provide one 60-Minute session for training on the following topics: <ul style="list-style-type: none"> ● Using and copying templates ● How Datasets and Reports work in Stories ● How the Online Budget Book works with Transparency Portal ● Preparing for updating and ongoing use |
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|---|--|
| Online Budget Book Configuration | Once templates are finalized, OpenGov will: <ul style="list-style-type: none"> ● Create one Story shell from templates for <ul style="list-style-type: none"> ○ Up to 50 departments ● Create up to 2 reports for use in the Online Budget Book ● Create OpenGov report views and add report tiles to created templates. <p>OpenGov will provide up to 10 one-hour working sessions to answer Customer questions on Online Budget Book Configuration.</p> <p>Once trained, Customer will:</p> <ul style="list-style-type: none"> ● Build out remaining Stories required for Online Budget Book to include: <ul style="list-style-type: none"> ○ Narrative ○ OpenGov Report Views ○ Images ○ Data not in OpenGov ● Set up additional Online Budget Book stories. ● Create views in Online Budget Book Report(s) ● Add report views to online budget book stories ● Add narrative content to Online Budget Book Stories ● Add any additional content to Online Budget Book Stories |
|---|--|

| | |
|--|--|
| | <ul style="list-style-type: none"> ● Make Stories public and Publish Online Budget Book |
|--|--|

d. Validation

| Functionality | Description |
|---|---|
| Validation of Configured Budgets | The OpenGov Project Manager and Implementation Analyst will confirm with Customer's Project Lead that all budget proposals are configured properly based on the agreed upon format. |

e. Deploy

| Functionality | Description |
|--------------------------------------|---|
| Internal Budget User Training | OpenGov will provide 1, 60-Minute training session(s) to enable Customer's internal users to understand budgeting requirements. |
| Sign Off | Customer will provide written sign off that all Budgets and Reports have been configured based on agreed upon formats. |

C. Financial Integrations

1. Financial Integration Deliverables

| Functionality | Description |
|------------------------------|--|
| Financial Integration | OpenGov will work with Customer's IT Staff and Project Team to set up a one way data integration from Tyler Munis to OpenGov |

2. Financial Integration Tasks

The tasks listed below are required for OpenGov and City to successfully complete the Financial Integrations with OpenGov.

a. Initiate

| Functionality | Description |
|------------------------|--|
| Solution Review | OpenGov will review the proposed solution with Customer <ul style="list-style-type: none"> • Functionalities to be Integrated |

| | |
|--------------------------|---|
| | <ul style="list-style-type: none"> ○ Actuals (Revenue and Expenses) ○ Budget ● Integration Approach <ul style="list-style-type: none"> ○ SFTP (File Transfer) ● OpenGov Assumes: <ul style="list-style-type: none"> ○ The data will be linked to the Customer's COA. ○ Integration is unidirectional from the Customer's accounting software into OpenGov. |
| Data Files [SFTP] | <p>Customer will provide the data in the required format associated with the functionalities</p> <ul style="list-style-type: none"> ● Data Files for Historical Years ● Data Files for Current Year ● Automate the file transfers into the OpenGov SFTP location |
| Data Analysis | <p>OpenGov will perform the data analysis</p> <ul style="list-style-type: none"> ● To align with the required functionalities ● To align with the COA |

b. Configuration

| Functionality | Description |
|----------------------------------|--|
| Integration Setup | <p>OpenGov will perform the following</p> <ul style="list-style-type: none"> ● SFTP Setup (SFTP Data Migrations) ● Sample File Format (SFTP Data Migrations) ● OpenGov Assumes: <ul style="list-style-type: none"> ○ OpenGov will require assistance from Customer to understand source system specific customizations and configurations when building the data extract. When OpenGov is not able to access or extract data as per requirements, Customer should provide the data files in CSV format into OpenGov SFTP Location. ○ When the source accounting software is hosted by a third party vendor on behalf of Customer, Customer is responsible for brokering OpenGov's access to Customer's data residing at the vendor's premises in accordance with OpenGov's data formatting requirements. |
| Configuration and Testing | <p>OpenGov will perform the Configuration to</p> <ul style="list-style-type: none"> ● Extract, Transform (when required) and Load the data ● Build Reports for the required functionalities |
| | <ul style="list-style-type: none"> ● Initial validation of data |

c. Validation

| Functionality | Description |
|------------------------|---|
| Data Validation | OpenGov team to work with Customer to <ul style="list-style-type: none"> ● Validate the historical data ● Validate the current year data ● OpenGov Assumes: <ul style="list-style-type: none"> ○ Customer will provide data to validate against (PDF export). Data should be received prior to the start of the integration. ○ OpenGov will perform the validation for data accuracy for the Integration, working jointly with Customer team to approve the Financial Integration data. |

d. Deploy

| Functionality | Description |
|-------------------------------|--|
| Deployment and Wrap Up | OpenGov will perform the Configuration to <ul style="list-style-type: none"> ● Schedule the current year data load ● Provide training to the administrators ● Monitor the data load |
| Sign Off | Customer will complete OpenGov-provided sign off document acknowledging <ul style="list-style-type: none"> ● Accuracy of the data for historical years and current year associated with the functionalities ● Accuracy Reports associated with the functionalities ● Training was provided on the Integration Functionalities |

Additional Scope

Providing City with additional platforms, in particular, Capital Improvement Planning, Capital Project Pre-Screening, and Interactive CIP Online Budget Books, in addition to training therefor, which will assist City in its transition from the currently used printed budget document to an interactive digital budget web-portal dashboard, allowing the City's budget to be presented in a more understandable way, the broadening of citizen engagement, and the strengthening of public trust. Generally, the Services to be provided are described below.

Technical Project Review

| Description | OpenGov Responsibilities | Customer Responsibilities |
|---------------------------------|--|--|
| Technical Project Review | <p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide up to one (1) one-hour working sessions at the beginning of the project to: <ul style="list-style-type: none"> ○ Review deliverables ○ Review technical requirements ○ Provide documentation on requirements and processes <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> ● Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting. | <p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants for attendance. ● Confirm deliverables. ● Gather and provide relevant data for the project. |

Capital Budget Configuration

| Description | OpenGov Responsibilities | Customer Responsibilities |
|-----------------------|--|--|
| Capital Budget | <p>OpenGov will:</p> <ul style="list-style-type: none"> ● Configure up to one (1) Proofs of Concept (POC) ● Configure one (1) Budget instance, once POC is validated ● Configure and upload Customer's base budget files into OpenGov budget instances. ● Configure proposals and worksheets for up to one-hundred (100) Capital Projects in the base budget file based on the agreed upon structure | <p>Customer will:</p> <ul style="list-style-type: none"> ● Provide current budget. ● Validate Proof of Concept prior to OpenGov building out proposals and worksheets ● Validate and provide signoff on Budget Proposals. |

| | | |
|------------------------------|--|--|
| | <ul style="list-style-type: none"> Review configured OpenGov Budget and provide training to Customer on how to: <ul style="list-style-type: none"> Create new Proposals and Worksheets Manage Budgets | |
| Capital Budget Story | <p>OpenGov will:</p> <ul style="list-style-type: none"> Configure one (1) standard capital budget Story template. Review configured OpenGov Story and provide training to Customer on how to: <ul style="list-style-type: none"> Create new Stories Manage Stories Publish Stories | <p>Customer will:</p> <ul style="list-style-type: none"> Provide logo and branding guidelines. Validate and provide signoff on Capital Budget Story template. Update standard budget Story with Customer relevant information |
| Capital Pre-Screening | <p>OpenGov will:</p> <ul style="list-style-type: none"> Configure CIP Pre-Screening in Forms & Workflow Configure up one (1) standard reports using the customer's Forms and Workflow data. <ul style="list-style-type: none"> Capital Projects | <p>Customer will:</p> <ul style="list-style-type: none"> Validate and provide sign-off of Reports. |

Online CIP Budget Book Configuration

| Description | OpenGov Responsibilities | Customer Responsibilities |
|-------------------------------------|--|--|
| CIP Online Budget Book (OBB) | <p>OpenGov will:</p> <ul style="list-style-type: none"> Based on best practices, build out the Look and feel of two (2) Standard CIP OBB Templates <ul style="list-style-type: none"> Capital Capital Project Create OBB Reports and Report Views Create OBB Stories from OBB Templates for each section of the Table of Contents and add: <ul style="list-style-type: none"> Customer provided Narrative, Images, and External Data OpenGov Report Views Make Stories public and Publish OBB. | <p>Customer will:</p> <ul style="list-style-type: none"> Provide logo and branding colors to OpenGov. Provide complete OBB content to allow OpenGov to copy and paste into the OBB. Sign off on OBB Templates prior to OBB Story Page Configuration. Validate and sign off on OBB pages. Make any continuing edits to the content after OpenGov has added the content to the appropriate story. |

Working Sessions and Trainings

| Description | OpenGov Responsibilities | Customer Responsibilities |
|--|--|--|
| Budgeting & Planning Working Sessions | <p>OpenGov will:</p> <ul style="list-style-type: none"> ● Per the agreed upon Project Plan, schedule working sessions with Customer's System <p>Administrators to:</p> <ul style="list-style-type: none"> ○ Review configurations; ○ Provide training on system functionality; ○ Gain feedback; and ○ Answer questions regarding configured system functionality. | <p>Customer will:</p> <ul style="list-style-type: none"> ● Per the agreed upon Project Plan, attend working sessions to: <ul style="list-style-type: none"> ○ Understand configurations; ○ Gain training on system functionality; ○ Give feedback; and ○ Ask questions regarding configured system functionality |
| Online CIP Budget Book | <p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide one (1) 60- Minute System Training designed for OBB Administrators on how to: <ul style="list-style-type: none"> ○ Use and copy OBB Templates ○ Add Reports Views to Stories ○ Add Customer content including: narrative, images, and external data to Stories ○ Publish Stories ○ Update and maintain Stories. | <p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings. |
| Virtual Budget End-User Training | <p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to: <ul style="list-style-type: none"> ○ Navigate Opengov Budgets and Reports | <p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings. |

Customer support is available to City by email to support@opengov.com or by using the chat messaging functionality, both of which are available during OpenGov's standard business hours. City may report issues any time. However, City's issues will be addressed during OpenGov's business hours.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

As required in Section I. above.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

As requested by the Contract Officer.

- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Jay Colavita, President**
 - B. David Ball, Senior Director**
 - C. OpenGov, subcontractor**

EXHIBIT “C”
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Original Scope

| Part No. | Description | Unit Price | Qty | Price |
|------------------------|--|-------------------|------------|--------------|
| OG-SWBA-B100150M-AR-5Y | Budgeting and Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Reporting & Analytics, Story Builder Transparency, Workforce Planning Y1 period of performance: Effective Date to one year thereafter | \$60,743.90 | 1 | \$60,743.90 |
| OPGV-GGBP-U20-NR-0Y | Professional Services Deployment Start date: Effective Date until Term expires | \$44,538.75 | 1 | \$44,538.75 |
| SUBTOTAL: | | | | \$105,282.65 |
| OG-SWBA-B100150M-AR-5Y | Budgeting and Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Reporting & Analytics, Story Builder Transparency, Workforce Planning Y2 period of performance: first anniversary of Effective Date to one year thereafter | \$60,743.90 | 1 | \$60,743.90 |
| OG-SWBA-B100150M-AR-5Y | Budgeting and Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Reporting & Analytics, Story Builder Transparency, Workforce Planning Y3 period of performance: second anniversary of Effective Date to one year thereafter | \$63,780.56 | 1 | \$63,780.56 |
| OG-SWBA-B100150M-AR-5Y | Budgeting and Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Reporting & Analytics, Story Builder Transparency, Workforce Planning Y4 period of performance: third anniversary of Effective Date to one year thereafter | \$68,039.16 | 1 | \$68,039.16 |
| OG-SWBA-B100150M-AR-5Y | Budgeting and Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Reporting & Analytics, Story Builder Transparency, Workforce Planning | \$70,317.19 | 1 | \$70,317.19 |

Y5 period of performance: fourth anniversary
of Effective Date to one year thereafter

TOTAL: **\$368,163.46**

Additional Scope

| <i>Part No.</i> | <i>Description</i> | <i>Unit Price</i> | <i>Qty</i> | <i>Price</i> |
|--------------------------------------|---|---------------------------|-------------------|---------------------------|
| <i>OG-TWAB-B150200M-AR-3Y</i> | <i>Proposal Evaluation-Between \$150-200 Million- 3Y (Capital Planning)</i> | <i>\$25,000.00</i> | <i>1</i> | <i>\$25,000.00</i> |
| | <i>12/01/2023-10/10/2024</i> | | | |
| <i>OG-TWAE-B150200M-AR-3Y</i> | <i>Grants Tracking-Between \$150-200 Million- 3Y (Capital Pre-Screening)</i> | <i>\$10,284.73</i> | <i>1</i> | <i>\$10,284.73</i> |
| | <i>12/01/2023-10/10/2024</i> | | | |
| <i>OG-PSBG-B150200M-OT-0Y</i> | <i>Professional Services Deployment</i> | <i>\$195.00</i> | <i>198</i> | <i>\$38,610.00</i> |
| | <i>12/01/2023-10/10/2027</i> | | | |
| | | | | <i>SUBTOTAL:</i> |
| | | | | <i>\$73,894.73</i> |
| <i>OG-TWAB-B150200M-AR-3Y</i> | <i>Proposal Evaluation-Between \$150-200 Million 3Y (Capital Planning)</i> | <i>\$30,000.00</i> | <i>1</i> | <i>\$30,000.00</i> |
| | <i>10/11/2024-10/10/2025</i> | | | |
| <i>OG-TWAE-B150200M-AR-3Y</i> | <i>Grants Tracking-Between \$150-200 Million-3Y (Capital Pre-Screening)</i> | <i>\$12,343.00</i> | <i>1</i> | <i>\$12,343.00</i> |
| | <i>10/11/2024-10/10/2025</i> | | | |
| | | | | <i>SUBTOTAL:</i> |
| | | | | <i>\$42,343.00</i> |
| <i>OG-TWAB-B150200M-AR-3Y</i> | <i>Proposal Evaluation-Between \$150-200 Million-3Y (Capital Planning)</i> | <i>\$31,500.00</i> | <i>1</i> | <i>\$31,500.00</i> |
| | <i>10/11/2025-10/10/2026</i> | | | |
| <i>OG-TWAE-B150200M-AR-3Y</i> | <i>Grants Tracking-Between \$150-200 Million-3Y (Capital Pre-Screening)</i> | <i>\$12,960.15</i> | <i>1</i> | <i>\$12,960.15</i> |
| | <i>10/11/2025-10/10/2026</i> | | | |
| | | | | <i>SUBTOTAL:</i> |
| | | | | <i>\$44,460.15</i> |

| | | | |
|--|--------------------|----------|--------------------|
| <i>OG-TWAB-B150200M- Proposal Evaluation-Between \$150-200 AR-3Y Million-3Y (Capital Planning)</i> | <i>\$33,075.00</i> | <i>1</i> | <i>\$33,075.00</i> |
|--|--------------------|----------|--------------------|

10/11/2026-10/10/2027

| | | | |
|---|--------------------|----------|--------------------|
| <i>OG-TWAE-B150200M- Grants Tracking-Between \$150-200 AR-3Y Million-3Y (Capital Pre-Screening)</i> | <i>\$13,608.16</i> | <i>1</i> | <i>\$13,608.16</i> |
|---|--------------------|----------|--------------------|

10/11/2026-10/10/2027

SUBTOTAL:

\$46,683.16

| | |
|----------------------|---------------------|
| <i>TOTAL:</i> | <i>\$207,381.04</i> |
|----------------------|---------------------|

| | |
|----------------------------|---------------------|
| <i>GRAND TOTAL:</i> | <i>\$575,544.50</i> |
|----------------------------|---------------------|

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- IV. The total compensation for the Services shall not exceed ~~\$575,544.50~~**\$368,163.46** as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

Consultant will work with City to develop the project schedule for all deliverables. ~~An~~ *Estimated project timelines for each year of the Term is below.*

Original Scope

| Budgeting & Planning Sample Timeline | | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 |
|--------------------------------------|--------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Budget and Planning Suite | Chart of Accounts | | | | | | | | | |
| | Operating Budget | | | | | | | | | |
| | Workforce Planning | | | | | | | | | |
| Financial Integration | Online Budget Book | | | | | | | | | |
| | Department User Training | | | | | | | | | |
| GoLive Support | Hypercare | | | | | | | | | |

Additional Scope

| Illustrative Timeline | | October | November | December | January |
|--|--------------------|---------|----------|----------|---------|
| | Capital Budget | | | | |
| | Online Budget Book | | | | |
| | End User Training | | | | |
| GoLive Support | Hypercare | | | | |
| Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase. | | | | | |

II. Consultant shall deliver the following tangible work products to the City by the following dates.

As required in Exhibit A, Section I.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.