



OpenGov Inc.  
6525 Crown Blvd #41340  
San Jose, CA 95160  
United States

Order Form Number: Q012561  
Created On: June 1, 2024  
Quote Expiration Date: June 30, 2024  
Subscription Start Date: October 01, 2024  
Subscription End Date: September 30, 2027

Prepared By: Alex Martinez  
Email: amartinez@opengov.com  
Contract Term: 36 Months

Customer Information

Customer: County of Solano, CA  
Bill To/Ship To: 675 Texas Street, Suite 6500  
Fairfield, CA US  
Contact Name: Emily Combs  
Email: eacombs@solanocounty.com  
Phone: 707-784-6113

Order Details

Billing Frequency: Annual  
Payment Terms: Net 30

| SOFTWARE SERVICES:                                                                                                                                                                                                                            |                     |                    |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|-------------------|
| Product / Service                                                                                                                                                                                                                             | Interval Start Date | Interval End Date  | Interval Fee      |
| Budgeting & Planning<br><i>Operating &amp; Capital Budgeting, Open Town Hall, Online Budget Book, Financial Integration, Dashboards, Reporting &amp; Analytics, Workforce Planning, Transparency, Story Builder, Administrative Workflows</i> | October 01, 2024    | September 30, 2025 | \$437,015.00      |
| Budgeting & Planning<br><i>Operating &amp; Capital Budgeting, Open Town Hall, Online Budget Book, Financial Integration, Dashboards, Reporting &amp; Analytics, Workforce Planning, Transparency, Story Builder, Administrative Workflows</i> | October 01, 2025    | September 30, 2026 | \$458,866.00      |
| Budgeting & Planning<br><i>Operating &amp; Capital Budgeting, Open Town Hall, Online Budget Book, Financial Integration, Dashboards, Reporting &amp; Analytics, Workforce Planning, Transparency, Story Builder, Administrative Workflows</i> | October 01, 2026    | September 30, 2027 | \$481,809.00      |
|                                                                                                                                                                                                                                               |                     |                    | Total Amount      |
|                                                                                                                                                                                                                                               |                     |                    | See Billing Table |

| PROFESSIONAL SERVICES:                     |                  |              |
|--------------------------------------------|------------------|--------------|
| Product / Service                          | Start Date       | Total Amount |
| Professional Services Deployment - Prepaid | October 01, 2024 | \$128,355.00 |
| Services Total Amount                      |                  | \$128,355.00 |

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 6525 Crown Blvd #41340 San Jose, CA 95160 (“OpenGov”), and you, the entity identified above (“Customer”), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement, signed between the parties, effective May 23, 2023 as amended (“SSA”) and the applicable Statement of Work (“SOW”) incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the “Agreement”. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Software Services Agreement. Each party’s acceptance of this Agreement is conditional upon the other’s acceptance of the terms in the Agreement to the exclusion of all other terms.

|                             |                                         |
|-----------------------------|-----------------------------------------|
| County of Solano, CA        | OpenGov, Inc.                           |
| Signature:                  | DocuSigned by:<br>Signature: Sam Kramer |
| Name: Bill Emlen            | Name: Sam Kramer                        |
| Title: County Administrator | Title: SVP, Finance                     |
| Date:                       | Date: 6/14/2024                         |

|               |                                                            |
|---------------|------------------------------------------------------------|
| Billing Date: | Billing Amount:                                            |
| 10/1/2024     | \$565,370.00 (Annual Software Fee + Professional Services) |
| 10/1/2025     | \$458,866.00                                               |
| 10/1/2026     | \$481,809.00                                               |

OPENGOV SOFTWARE SERVICES AGREEMENT

## OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

### 1. DEFINITIONS

"**Customer Data**" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"**Documentation**" means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

"**Feedback**" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"**Initial Term**" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"**Intellectual Property Rights**" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"**Order Form**" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"**Renewal Term**" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

### 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 **Support & Service Levels.** Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

#### 2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

OPENGOV SOFTWARE SERVICES AGREEMENT

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

### 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 **Responsibilities.** Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### 4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 **Software Services.** OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 **Customer Data.** Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"). provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 **Access to Customer Data.** Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 **Feedback.** Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

### 5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

OPENGOV SOFTWARE SERVICES AGREEMENT

5.2 "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "Public Data," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

## 6. PAYMENT OF FEES

### 6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

### (e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "**On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as "**On Hold**", (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "**On Hold Fee**").

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer

## OPENGOV SOFTWARE SERVICES AGREEMENT

until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

**6.2 Consequences of Non-Payment.** If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

**6.3 Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## **7. TERM & TERMINATION**

**7.1 Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "Initial Term") unless sooner terminated pursuant to Section 7.3 below.

**7.2 Renewal.** This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "Renewal Term" and together with the Initial Term, the "Term"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

**7.3 Termination.** Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement. After the first full calendar year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer's staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year's fees, and provide 90 days' written notice of the non-appropriation before the date that the following year's fees are due. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.

### **7.4 Effect of Termination.**

(a) **In General.** Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder

OPENGOV SOFTWARE SERVICES AGREEMENT

shall immediately terminate and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) **Deletion of Customer Data.** Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 **Survival.** The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

## **8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER**

### **8.1 By OpenGov.**

(a) **General Warranty.** OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) **Software Services Warranty.** OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 **By Customer.** Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 **Disclaimer.** OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **9. LIMITATION OF LIABILITY**

9.1 **By Type.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

OPENGOV SOFTWARE SERVICES AGREEMENT

9.2 **By Amount.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 36 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 **Limitation of Liability Exclusions.** The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 **No Limitation of Liability by Law.** Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

**10. MISCELLANEOUS**

10.1 **Logo Use.** OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 **Notice.** Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 **Anti-corruption.** OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 **Injunctive Relief.** The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 **Force Majeure.** Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 **Severability Waiver.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 **Assignment.** Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 **Independent Contractors.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

OPENGOV SOFTWARE SERVICES AGREEMENT

Signatures

**Customer: County of Solano, CA**

Signature: 

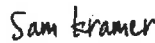
Name: Bill Emlen

Title: County Administrator

Date: 5/23/23

**OPENGOV, INC.**

DocuSigned by:

Signature: 

Name: Sam Kramer

Title: Vice President, Finance

Date: 5/11/2023

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]



# **Statement of Work**

**County of Solano, CA**

Creation Date: 10/24/2023  
Document Number: PS-05000  
Version Number: 1  
Created by: Sidney Barnes

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# 1. Overview and Approach

## 1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for County of Solano, CA ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in [Appendix B](#) are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

## 2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Budgeting & Planning as defined in the [OpenGov Responsibilities](#) section of this document. Any additional services or support will be considered out of scope.

### 2.1. Project Scope

Under this project, OpenGov will deliver cloud based Budgeting & Planning solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

## 2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30 am to 6:00 pm local time, Monday through Friday, except holidays.

## 2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the project Change Order Process (see [Appendix A-2](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. OpenGov or its authorized independent contractors provide Professional Services to Customer as described in this SOW as agreed to by the parties.
- D. Budgeting and Planning Suite
  - i. Customer will provide Budget and Actuals data within two (2) weeks immediately following the kick-off meeting.
  - ii. Customer's Integration is unidirectional from Finance Enterprise into OpenGov. The integrated data will be linked to the Customer's OpenGov Chart Of Accounts.
  - iii. OpenGov budget proposal configuration will include: up to one hundred (100) department proposals.
  - iv. OpenGov Online Budget Book (OBB) configuration will include:
    - 1. Six (6) Standard OBB templates; up to one hundred (100) department stories pages and up to two (2) reports with report views to use in the OBB.
- E. Workflow Management
  - i. OpenGov will build up to twelve (12) record types based on the FY2023-24 Request Budget Forms document.

## 2.4. OpenGov Responsibilities

### 2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

#### **Planning**

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

### **Project Tracking and Reporting**

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

### **Completion Criteria:**

This is an on-going activity which will be considered complete at the end of the Services

### **Deliverable Materials:**

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

## **2.4.2. Activity 2 – Initialization**

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

### **Completion Criteria:**

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

### **Deliverable Materials:**

- Solution Blueprint

- Sign-off of Initial Draft Solution Blueprint

### 2.4.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Budget & Planning Use Cases

- Centralized Operating Budget
- Multi-Year Workforce Planning
- Interactive Online Budget Books
- Workflow Management

#### **Completion Criteria:**

This activity will be considered complete when:

Budget & Planning Use Cases

- Chart of Accounts is configured
- Operating Budget proposals are configured
- Workforce Plan is configured
- Online Budget Book templates are configured
- Financial integration is configured
- Budget reports are configured
- California State Controller's Report is configured

#### **Deliverable Materials:**

- Formal sign off document

### 2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10 (ten), for class sizes larger than 10 (ten) it may be necessary to have more than one instructor.

#### **Completion Criteria:**

- Administrator training is provided
- End User training is provided

#### **Deliverable Materials:**

- Formal sign off document

## 2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section

are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with [Appendix A-1: Communication and Escalation Procedure](#).

### 2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

## 2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "[OpenGov responsibilities](#)" section and delivers the Materials listed, if any; or
- B. The End date is reached

## 2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager 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/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of twelve (12) months following signatures ("End Date") or on other dates mutually agreed to between you and OpenGov.

## 2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

| Budgeting & Planning Suite Illustrative Timeline |                            | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 |
|--------------------------------------------------|----------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|----------|----------|
| Financial Integration                            |                            |         |         |         |         |         |         |         |         |         |          |          |          |
| Workflow Management                              | Requirements and Discovery |         |         |         |         |         |         |         |         |         |          |          |          |
|                                                  | Initiate*                  |         |         |         |         |         |         |         |         |         |          |          |          |
|                                                  | Configure*                 |         |         |         |         |         |         |         |         |         |          |          |          |
| Budget and Planning Suite                        | Validation*                |         |         |         |         |         |         |         |         |         |          |          |          |
|                                                  | Chart of Accounts          |         |         |         |         |         |         |         |         |         |          |          |          |
|                                                  | Operating Budget           |         |         |         |         |         |         |         |         |         |          |          |          |
|                                                  | Workforce Planning         |         |         |         |         |         |         |         |         |         |          |          |          |
|                                                  | Online Budget Book         |         |         |         |         |         |         |         |         |         |          |          |          |
| Go-Live Support                                  | Budget End User Training   |         |         |         |         |         |         |         |         |         |          |          |          |
|                                                  | 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.

## 2.9. Charges

The Services will be conducted on a Fixed Price basis. The s fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$5,000 per trip in expenses, per trip, without written approval from the Customer.

## 2.10. Offer Expiration Date

This offer will expire on June 30th, 2024 unless extended by OpenGov in writing.

# Appendix A: Engagement Charter

## A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
  - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
  - Executives may be called upon to clarify expectations and/or resolve confusion.
  - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
  - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
    - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
    - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
    - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
    - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
  - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

## A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
  - Timeline for completion
  - Sign off process
  - Cost of change and Invoice timing
  - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

### A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in [Appendix A-1](#). As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
  - o Professional Services to the customer could be stopped;
  - o Delay to any agreed timelines; or
  - o Not having the same Professional Services team assigned.

## Appendix B: Implementation Activities

### B-1: OpenGov Budgeting & Planning Suite

#### Instance Creation

| Budgeting & Planning Suite                                |                                                                                                                                                                           |                                                                                                        |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Description                                               | OpenGov Responsibilities                                                                                                                                                  | Customer Responsibilities                                                                              |
| <b>Provisioning Reporting &amp; Transparency Platform</b> | OpenGov will: <ul style="list-style-type: none"> <li>OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.</li> </ul> | Customer will: <ul style="list-style-type: none"> <li>Confirm access to entity and modules.</li> </ul> |
| <b>Workflow Management Instance</b>                       | OpenGov will: <ul style="list-style-type: none"> <li>Provision a Workflow Management Instance environment.</li> </ul>                                                     | Customer will: <ul style="list-style-type: none"> <li>Confirm access to PLC environment.</li> </ul>    |

#### Technical Project Review

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

#### Chart of Accounts Configuration

| Description                    | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                     | Customer Responsibilities                                                                                                                                                                                                   |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Chart of Accounts (COA)</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Build Customer's COA in OpenGov in accordance with OpenGov technical requirements.</li> <li>• Review configured COA and uploaded data and provide training to Customer on how to: <ul style="list-style-type: none"> <li>o Manage new codes</li> <li>o Edit COA</li> <li>o Create Masks</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide current COA and transactional data.</li> <li>• Validate and provide sign off on COA.</li> <li>• Maintain the COA following configuration.</li> </ul> |

### Integration Configuration

| Description                  | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Customer Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Financial Integration</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Installation of Agent and Database View Deployment or Set up a SFTP and Sample File Format.</li> <li>• Integrate the following functionalities: <ul style="list-style-type: none"> <li>o Actuals and Budget (Revenue and Expenses)</li> </ul> </li> <li>• Extract, transform (when required) and load the data</li> <li>• Build Reports for the required functionalities</li> <li>• Validate the historical data and current year data based on the Customer provided summary report.</li> <li>• Schedule the current year data load</li> <li>• Monitor the data load</li> </ul> <p>OpenGov assumptions:</p> <ul style="list-style-type: none"> <li>• Integration is unidirectional from the Customer's Finance Enterprise into OpenGov.</li> <li>• The data will be linked to the Customer's COA.</li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide an IT resource to assist the project team in the initial set-up.</li> <li>• Provide assistance to understand source system specific customizations and configurations when building the data extract.</li> <li>• If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location.</li> <li>• Any charges for the data from ERP system will be the customer responsibility.</li> <li>• Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor.</li> <li>• Provide a summary export data to validate against.</li> <li>• Validate and provide sign off on the integrated data and reports.</li> <li>• Changes to the underlying data after project closure will</li> </ul> |

|  |  |                                                                                                                                                                                                        |
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|  |  | <p>be responsibility of the customer to update.</p> <ul style="list-style-type: none"> <li>● Maintenance of the integration file on an ongoing basis is the responsibility of the customer.</li> </ul> |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Operating Budget Configuration

| Description                                      | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Customer Responsibilities                                                                                                                                                                                                                                                         |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Operating Budget</b>                          | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Configure one (1) Budget instance, once Proof of Concept is validated.</li> <li>● Configure and upload Customer's base budget files into OpenGov budget instances.</li> <li>● Configure OpenGov Budget Proposals and Worksheets for up to one hundred (100) Departments in the base budget file based on the agreed upon structure.</li> <li>● Review configured OpenGov Budget and provide training to Customer on how to: <ul style="list-style-type: none"> <li>○ Create new Proposals and Worksheets</li> <li>○ Manage Budgets</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>● Provide current budget.</li> <li>● Validate Proof of Concept prior to OpenGov building out Budget Proposals and Worksheets.</li> <li>● Validate and provide signoff on Budget Proposals and Worksheets.</li> </ul> |
| <b>Operating Budget Community Feedback Topic</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Configure one (1) standard budget topic in Community Feedback.</li> <li>● Review configured OpenGov Topic and provide training to Customer on how to: <ul style="list-style-type: none"> <li>○ Create new topics</li> <li>○ Manage topics</li> <li>○ Set Topics to Public and Closed.</li> </ul> </li> </ul>                                                                                                                                                                                                                                              | <p>Customer will:</p> <ul style="list-style-type: none"> <li>● Provide logo and branding guidelines.</li> <li>● Validate and provide signoff on the standard budget topic.</li> <li>● Update the standard budget topic with Customer relevant information.</li> </ul>             |
| <b>Operating Budget Story</b>                    | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Configure one (1) standard budget Story template.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Customer will:</p> <ul style="list-style-type: none"> <li>● Provide logo and branding guidelines.</li> </ul>                                                                                                                                                                   |

|  |                                                                                                                                                                                                                                                      |                                                                                                                                                                                             |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>Review configured OpenGov Story and provide training to Customer on how to: <ul style="list-style-type: none"> <li>Create new Stories</li> <li>Manage Stories</li> <li>Publish Stories</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>Validate and provide signoff on Operating Budget Story template.</li> <li>Update standard budget Story with Customer relevant information</li> </ul> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Workforce Planning Configuration

| Description               | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                     | Customer Responsibilities                                                                                                                                                                                                                                                                                                                          |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Workforce Planning</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.</li> <li>Review configured OpenGov Workforce Plan and provide training to Customer on how to: <ul style="list-style-type: none"> <li>Create Cost Elements</li> <li>Populate and upload the Position Template</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>Provide Position calculations and tables.</li> <li>Populate the Position Template and upload the completed template into OpenGov.</li> <li>Validate and provide signoff on the Workforce Plan calculations.</li> <li>Maintain the Workforce Plan and data once configured.</li> </ul> |

### Budget and Planning Suite Reporting Configuration

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                          |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Budget and Planning Suite Reporting</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating Budget(s).</li> <li>• Configure up three (3) standard reports using the customer's integrated financial data: <ul style="list-style-type: none"> <li>o Annual</li> <li>o Budget to Actuals</li> <li>o Transactions</li> </ul> </li> <li>• Configure up to four (4) Operating Budget Reports using OpenGov budget data: <ul style="list-style-type: none"> <li>o Milestones</li> <li>o Development</li> <li>o Details</li> <li>o Categories*</li> </ul> </li> <li>• Review configured OpenGov Reports and provide training Customer on how to: <ul style="list-style-type: none"> <li>o Export Budget Data for use in OpenGov Reports.</li> <li>o Create new Reports</li> <li>o Manage Reports</li> <li>o Share Reports</li> </ul> </li> </ul> <p>*Budget Categories report is only available to customers using a zero-based budget.</p> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Validate and provide sign-off of Reports.</li> <li>• Maintain the Reports once configured.</li> <li>• Map OpenGov Budget export to Customer ERP import format.</li> </ul> |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Online Budget Book Configuration

| Description                     | OpenGov Responsibilities                                                                                                                                                                                                                                                             | Customer Responsibilities                                                                                                                                                                                                                   |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Online Budget Book (OBB)</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Based on best practices, build out the look and feel of four (4) Standard OBB Templates: <ul style="list-style-type: none"> <li>o Home Page</li> <li>o Generic (multi-use)</li> <li>o Operating</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide logo and branding colors to OpenGov.</li> <li>• Sign off on OBB Templates prior to OBB Story Shell Configuration.</li> <li>• Validate and sign off on OBB</li> </ul> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>○ Department</li> <li>● Create up to two (2) OBB Reports using OpenGov Budget data and Report Views to use in Department OBB Story Shells.</li> <li>● Create Department and Project OBB Story Shells from OBB Templates for up to one hundred (100) Departments and add OpenGov Report Views to Department and Project Story Shells.</li> <li>● Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration.</li> </ul> | <p>Department Story Shells.</p> <ul style="list-style-type: none"> <li>● Complete Department Story Shells by adding Customer content including: <ul style="list-style-type: none"> <li>○ Narrative</li> <li>○ Images</li> <li>○ External Data</li> </ul> </li> <li>● Create remaining OBB Stories from OBB Templates for each section of the Table of Contents and add Customer content including: <ul style="list-style-type: none"> <li>○ Narrative</li> <li>○ Images</li> <li>○ External Data</li> </ul> </li> <li>● Create any additional Reports and Report Views needed to add to OBB.</li> <li>● Attend working sessions to get answers on OBB questions.</li> <li>● Make Stories public and Publish OBB.</li> </ul> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Working Sessions and Trainings

| Description                                      | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                             | Customer Responsibilities                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Budgeting &amp; Planning Working Sessions</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Per the agreed upon Project Plan, schedule working sessions with Customer's System Administrators to: <ul style="list-style-type: none"> <li>○ Review configurations;</li> <li>○ Provide training on system functionality;</li> <li>○ Gain feedback; and</li> <li>○ Answer questions regarding configured system functionality.</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>● Per the agreed upon Project Plan, attend working sessions to: <ul style="list-style-type: none"> <li>○ Understand configurations;</li> <li>○ Gain training on system functionality;</li> <li>○ Give feedback; and</li> <li>○ Ask questions regarding configured system functionality</li> </ul> </li> </ul> |

|                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                          |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Reporting &amp; Transparency Administrator Training</b>         | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide training to Customer System Administrators on how to: <ul style="list-style-type: none"> <li>○ Maintain the Chart of Accounts</li> <li>○ Upload and manage data for reporting</li> <li>○ Create and share Reports, Dashboards, Stories, and Topics.</li> </ul> </li> </ul>                                                                                                     | <p>Customer will:</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul> |
| <b>Budgeting &amp; Workforce Administrator Training</b>            | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide training to Customer System Administrators on how to: <ul style="list-style-type: none"> <li>○ Create and manage Budgets</li> <li>○ Prepare to set up Next Year's Budget</li> <li>○ Create and manage Workforce Plans including Cost Elements and Position Upload Templates</li> <li>○ Export Budget Data for use in OpenGov Reports.</li> </ul> </li> </ul>                   | <p>Customer will:</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul> |
| <b>Online Budget Book / Budget-in-Brief Administrator Training</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide one (1) 60- Minute System Training designed for OBB Administrators on how to: <ul style="list-style-type: none"> <li>○ Use and copy OBB Templates</li> <li>○ Add Reports Views to Stories</li> <li>○ Add Customer content including: narrative, images, and external data to Stories</li> <li>○ Publish Stories</li> <li>○ Update and maintain Stories.</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul> |
| <b>Virtual Budget End-User Training</b>                            | <p>OpenGov will:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>Customer will:</p>                                                                                                                    |

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|  | <ul style="list-style-type: none"> <li>• Provide one (1), 60-Minute training session(s) to Customer's Internal Users on how to: <ul style="list-style-type: none"> <li>◦ Navigate Opengov Budgets and Reports</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Identify relevant participants and attend scheduled trainings.</li> </ul> |
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### Workflow Management

| Description                              | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Customer Responsibilities                                                                                                                                                                                                                                                                                                       |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Workflow Management Configuration</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Based on best practices, build out up to twelve (12) Record Types based on the provided document: <ul style="list-style-type: none"> <li>◦ FY2023-24 Requested Budget Forms</li> </ul> </li> <li>• Create up to one (1) Record Type per use case including intake form, workflow, output document, user access levels.</li> <li>• Review configured Record Types and provide training on how to: <ul style="list-style-type: none"> <li>◦ Manage access</li> <li>◦ Edit forms and workflow.</li> <li>◦ Download data for Reporting &amp; Transparency.</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide existing workflows, output documents, etc.</li> <li>• Attend scheduled work sessions for the purpose of validating, reviewing, and iterating upon draft record types configuration.</li> <li>• Validate and sign off on record types created.</li> </ul> |
| <b>Accounting and Finance Export</b>     | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Agree upon specifications prior to export.</li> </ul>                                                                                                                                                                                                            |

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| <b>Autofill Integration</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide up to two (2) of Autofills, using source data from OpenGov or provided by the Customer.</li> </ul>                                                                                     | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide the source data, if applicable.</li> <li>• Agree upon specifications prior to upload.</li> </ul> |
| <b>Training</b>             | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide up to two (2) hours system overview training,</li> <li>• Provide up to ten (10) hours of Administrator training,</li> <li>• Provide up to ten (10) hours end user training.</li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Identify relevant participants.</li> </ul>                                                               |

#### Additional Reports

| Description                                  | OpenGov Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                           | Customer Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>California State Controller's Reports</b> | <p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Using data from OpenGov and data provided by the customer, create California State Controller reports in Excel.</li> <li>• Hold up to five (5) 60 minute working sessions to: <ul style="list-style-type: none"> <li>o Review the prepared budget schedule</li> <li>o Answer questions and make modifications to the proposed budget schedule</li> </ul> </li> </ul> | <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Identify the applicable county budget schedule(s)</li> <li>• Identify and provide source data for the budget schedules</li> <li>• Provide Chart of Accounts that is compliant with the State's Accounting Standards and Procedures for Counties (ASP) manual</li> <li>• Classify account codes in accordance with the budget schedule requirements</li> <li>• Review and approve the budget schedule format</li> <li>• Submit completed budget schedules to the state</li> <li>• Attend all working sessions</li> </ul> |

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## Appendix C: Technical Requirements

### C-1: OpenGov Budgeting & Planning Suite

| Budgeting & Planning Suite                                |                                                                                                                                                                                                               |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description                                               | Technical Requirements                                                                                                                                                                                        |
| Chart of Accounts                                         | <ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xls, .xlsx with headers</li> <li>• Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.</li> </ul> |
| Financial Data Files (Transactional Export)               | <ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xls, .xlsx with headers</li> <li>• 3-5 Years of Data</li> </ul>                                                                          |
| Financial Data Files (Summary Revenue and Expense Export) | <ul style="list-style-type: none"> <li>• PDF export</li> </ul>                                                                                                                                                |
| Current Budget                                            | <ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xls, .xlsx with headers</li> <li>• Operating Budget</li> </ul>                                                                           |
| Personnel Calculations and Tables                         | <ul style="list-style-type: none"> <li>• PDF, Word, csv, .xls, .xlsx with headers</li> </ul>                                                                                                                  |
| Logo Image                                                | <ul style="list-style-type: none"> <li>• .jpg or .png format</li> <li>• Transparent</li> </ul>                                                                                                                |
| Branding guidelines                                       | <ul style="list-style-type: none"> <li>• Hex codes</li> </ul>                                                                                                                                                 |