

## Amendment 1 to the OpenGov Software Services Agreement with the Town of Yountville, CA

This Amendment 1 (“**Amendment 1**”) is effective as of April 1, 2022 (“**Amendment 1 Effective Date**”) and is made to amend that OpenGov Software Services Agreement by and between OpenGov, Inc. (“**OpenGov**”) and the Town of Yountville, CA (“**Customer**”) dated June 17, 2020, as amended (“**Agreement**”).

**1. Definitions.** Capitalized words and terms used but not defined in this Amendment 1, shall have the meanings ascribed to them in the Agreement..

**2. Amendments.** The Agreement is hereby amended as follows:

**A. Order Form:** Delete the following fee schedule:

SOFTWARE SERVICES:				
Product / Service	Start Date	End Date	Annual Term	Annual Fee
Budgeting and Planning — Upgrade (Year 1) <i>Operating and Capital Budgeting, Workforce Planning, Dashboards, Story Builder, Open Town Hall, Financial Integration, Reporting and Analytics</i>	7/1/2020	6/30/2021	1	\$15,622.85
One-Time CREDIT for Prepaid Unused Reporting and Analytics Services from 7/1/2020 through 8/30/2020	7/1/2020	8/30/2020	CREDIT	(\$1,147.85)
Budgeting and Planning — Upgrade (Year 2) <i>Operating and Capital Budgeting, Workforce Planning, Dashboards, Story Builder, Open Town Hall, Financial Integration, Reporting and Analytics</i>	7/1/2021	6/30/2022	1	\$21,125.00
Budgeting and Planning — Upgrade (Years 3) <i>Operating and Capital Budgeting, Workforce Planning, Dashboards, Story Builder, Open Town Hall, Financial Integration, Reporting and Analytics</i>	7/1/2022	6/30/2023	1	\$21,125.00
PROFESSIONAL SERVICES:				
Product / Service	Description			
OpenGov Deployment — One Time Fee	Product configuration and setup, training, and ongoing support to help organizations deploy and adopt the OpenGov solutions described in the attached SOW.			
<b>Professional Services Total:</b>				\$18,150.00

Software Billing Table:	
Billing Date	Amount Due
July 1, 2020	\$32,625.00
July 1, 2021	\$21,125.00
July 1, 2022	\$21,125.00

and replace it with the following table:

Product	Start Date	End Date	Annual Term	Annual Fee
Budgeting & Planning - Upgrade (Year 1) Dashboards, Financial Integration, Open Town Hall, Operating & Capital Budgeting, Reporting & analytics, Stories, Transparency, Workforce Planning	7/1/2020	6/30/2021	1	\$15,622.85
One-Time CREDIT for Prepaid Unused Reporting and Analytics Services from 7/1/2020 through 8/30/2020	7/1/2020	8/30/2020	CREDIT	(\$1,147.85)
Budgeting & Planning - Upgrade (Year 2) Dashboards, Financial Integration, Open Town Hall, Operating & Capital Budgeting, Reporting & analytics, Stories, Transparency, Workforce Planning	7/1/2021	6/30/2022	1	\$21,125.00
Budgeting and Planning <i>Operating and Capital Budgeting, Workforce Planning,</i>	7/1/2022	6/30/2027	5	\$21,125.00

<i>Dashboards, Story Builder, Open Town Hall, Financial Integration, Reporting and Analytics</i>				
Citizen Services - 3 Service Areas <i>Multi-Approval Workflows - 3 Service Areas</i>	7/1/2022	6/30/2027	5	\$29,000.00
OpenGov Deployment - One Time Fee	7/1/2020		One Time Fee	\$18,150.00
OpenGov Deployment - One Time Fee (Citizen Services)	4/1/2022		One Time Fee	\$29,600.00

Billing Frequency

Annual — See Table Below

Annual Subscription Total: See Billing table

Billing Date	Amount Due
July 1, 2020	\$32,625.00*
July 1, 2021	\$21,125.00*
April 1, 2022	\$29,600.00
July 1, 2022	\$50,125.00
July 1, 2023	\$50,125.00
July 1, 2024	\$50,125.00
July 1, 2025	\$50,125.00
July 1, 2026	\$50,125.00

*\*Note: Customer has already paid \$53,750.00 July 1, 2020 and July 1, 2021*

B. **Address:** OpenGov's principal place of business is hereby amended to: PO Box 41340, San Jose, CA 95160

**3. Legal Effect.** The modifications set forth in this Amendment 1 are effective as of the Amendment 1 Effective Date. Except as expressly amended or modified by this Amendment 1 all other terms of the Agreement shall remain unchanged and in full force in effect.

**4. Conflict.** In the event of any conflict between the main body of the Agreement and this Amendment 1, this Amendment 1 will control.

**5. Counterparts.** This Amendment 1 may be signed in any number of counterparts (which may be transmitted by facsimile, PDF, or like method of transmission), each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

**Customer: Town of Yountville, CA**

**OpenGov, Inc.**

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

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

# Statement of Work

**Town of Yountville, CA**

Created by: Adam J. Weems  
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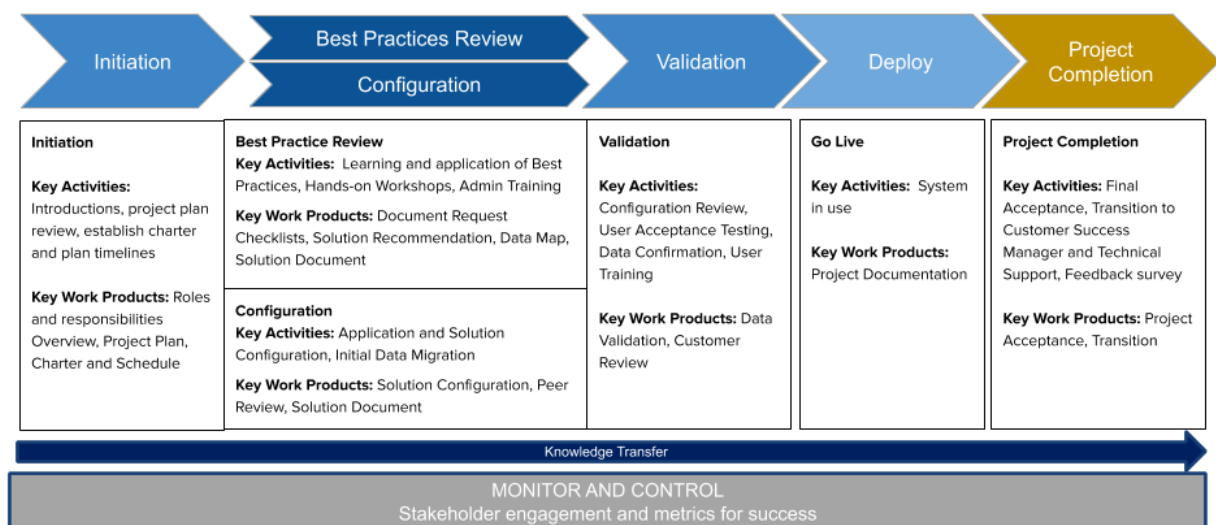
# 1. Overview

## 1.1. Preamble

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

- Customer’s use of the Professional Services are 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.

# OpenGov Implementation Methodology



## 2. Methodology

OpenGov's deployment methodology, often referred to as the OpenGov Way ("OG Way"), delivers on OpenGov's mission to power more effective and accountable governments. It is an innovative, modern, and iterative approach that leads our customers to successfully deploy our products and help them successfully achieve their vision. The OG Way differentiates itself in the market by its foundation of customer empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sector in order to coach our customers through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can't wait to show you how The OG Way will improve the way you do business and the services you're able to provide to your citizens!

### Project Initiation

During project initiation, we will introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both OpenGov and Customer are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents OpenGov has received to date. We'll also provide additional worksheets that need to be included. We'll set-up meetings to finalize the project plan and ensure there is a centralized location for

these documents to be stored for collaboration. Lastly, we'll determine the date for the larger kickoff meeting and discuss the agenda for this critical meeting.

## Best Practice Review

- OpenGov will provide your team with access to OG University and OpenGov's Resource Center so that you can start learning.
- Provided checklists with samples of data and information that we'll need completed. We will obtain all data and integration information at this time in our standard format.
- We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tool works in the most effective manner.
- Based on our best practices review, we'll make solution recommendations based on our domain expertise.
- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- We'll present a solution document to be mutually agreed upon prior to starting the configuration.

## Configuration

- We will set-up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.

## Validation

- Review the completed work performed during configuration.
- The appropriate members of the Customer project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a

mutually agreed upon change order will be discussed as defined in Section 10 Change Management of this SOW.

- The exit criteria for this phase is the sign off by the Customer's Project Manager of the configuration based on the mutually agreed upon solution and data map as defined in Section 9 Acceptance of this SOW.

## Deploy

- The solution is usable by Customer.

## Project Completion

- Customer is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Customer will be asked to respond to a brief survey to provide feedback about the experience.
- Customer is introduced to Customer Support and educated on how to engage with customer support based on Customer's procured package.

## 3. Project Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer 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.

## 4. Roles and Responsibilities

### 4.1. Roles and Responsibilities Matrix

OpenGov	
Role	Role Description
<b>Executive Sponsor ("ES")</b>	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to

	mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
<b>Project Manager (“PM”)</b>	Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.
<b>Analyst (“IA”)</b>	Responsible for helping Customer configure OpenGov’s product suites as assigned. The Analyst is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.
<b>Subject Matter Expert (“SME”)</b>	OpenGov Subject Matter Experts (“SMEs”) will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.
<b>Integration Engineer (“IE”)</b>	Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.
<b>Account Executive (“AE”)</b>	The Account Executive is responsible for the sales cycle. Aligning on program vision, value proposition, and contract terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the customer throughout their journey with OpenGov, post-deployment and beyond.
<b>Customer Manager (“CM”)</b>	The Customer Manager (“CM”) is the primary customer relationship holder post-Deploy. The “Air Traffic Controller” or “Quarterback” of OpenGov resources with focus on long term success of Customer’s partnership with OpenGov. The CM will engage with Customer to discuss adoption strategy and conduct

	periodic reviews to ensure Customer's key stakeholders understand all OpenGov offerings and how they align to key Customer priorities. The CM will be introduced at deployment kick-off, but will not be an active participant in deployment working sessions. As the deployment approaches closure, the CM's engagement will ramp-up, and the OpenGov Project Manager to CM meeting with Customer will occur prior to Project Completion.
<b>Customer</b>	
<b>Role</b>	<b>Role Description</b>
<b>Budget Owner ("BO")</b>	The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.
<b>Executive Sponsor ("ES")</b>	Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
<b>Project Manager ("PM")</b>	Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.
<b>Project Lead ("PL")</b>	Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the Analyst.
<b>Data and SystemsLead ("DSL")</b>	Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer's third-party data sources and vendors as needed to fulfill SOW requirements.

## 5. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.
- **Executive involvement** is expected from both OpenGov and Customer. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.
- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

### 5.1. Regular Communication Components

Meeting		Frequency	Purpose	Participants	
				OpenGov	Customer
Quarterly Management Review ("QMR")	Engagement Review	Quarterly	Overview of Program Status, Value Realization, trends, savings reports, program improvement, technology, and discuss program adjustments	PM, ES, others as necessary	PM, PL, ES, others as necessary
	Statement Committee	Bi-Annually	Review of milestones per commercial agreement, review budget and fiscal matters.  Discuss strategic	PM, ES, AE, CM	PM, BO. ES

			direction from deployment, alignment of OpenGov with Customer’s 3-year roadmap, evaluate potential shift in strategy and impact to relationship		
Executive Sponsor Meeting	Monthly / Bi-Monthly	Discuss deployment: - Strategic impacts: timing, scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	PM, ES, plus others as necessary	PM, ES, plus others as necessary	
Weekly Deployment Updates	Weekly	Summary of project actions against project plan.  Risks and achievements highlighted in addition to asks of leadership.	Project Team + ES(s)	Project Team + ES(s)	

## 5.2. Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Customer and OpenGov. Transparency of the plan is paramount for our Customers to attain the value the SOW or any subsequent change order outlines.

Should direction of the deployment become disconnected, OpenGov and Customer Project Managers will outline the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick off meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager → Professional Services Sr. Manager / SVP → Executive Sponsor

## **6. Escalation Process**

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, discussed to move forward with the deployment. OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

### **6.1. Process**

- 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 will outline solution, acceptance or schedule Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.
- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

### **6.2. Escalation Requirements**

- OpenGov and Customer Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, Customer Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator to direction and issue closure. Unless otherwise noted in this SOW, the Customer Executive Sponsor must approve change orders that result in additional cost.
- Customer or OpenGov Subject Matter Experts may be requested to provide input to the issue and assist in closure. Both Customer and OpenGov will make best effort to enable those Subject Matter Experts to be available and participate.

### **6.3. Documentation**

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: Which will include any change order(s) or other process adjustments required and summary of the resolution.
- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

## **7. General Project Commitments**

OpenGov is excited to work with Customer on the implementation of our OpenGov ERP Cloud. In order to ensure we are able to meet the project timeline and ensure Customer is successful in this implementation, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the OpenGov Cloud as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in Section 4.1, necessary to the successful implementation of the OpenGov ERP Cloud as defined in this SOW.
- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
  - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no more than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
  - As set forth in Section 6.1(e) of the Agreement, if extended delays in Customer responsiveness are encountered, OpenGov may opt to put the project into an "On Hold" status, which includes causing OpenGov to stop or cause to be stopped the Professional Services to be provided to the Customer, until the Customer has fulfilled its obligations set forth in the On Hold Notice as described in the Agreement.

- The Professional Services will be provided during regular business hours (8am to 6pm Pacific Time) Monday through Friday (holidays excluded).
- SOW Expiration:
  - This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.

## 8. Project Scope

### 8.1. OpenGov Reporting & Transparency Platform

#### 8.1.1. OpenGov Reporting & Transparency Platform Project Deliverables

Deliverable	Description
<b>OpenGov Reporting &amp; Transparency Platform</b>	Cloud based Reporting & Transparency Platform that includes: <ul style="list-style-type: none"> <li>● Stories</li> <li>● Reporting</li> <li>● Dashboards</li> <li>● Transparency Portal</li> </ul>

#### 8.1.2. Project Tasks

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

##### 8.1.2.1. Initiate

Functionality	Description
<b>Provisioning R&amp;T Platform</b>	OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.
<b>OpenGov University Platform Training</b>	OpenGov will provide access to OpenGov University online training courses intended to teach users on the basics of the Reporting & Transparency Platform.
<b>Stories Examples</b>	OpenGov will build out an example of a Story: <ul style="list-style-type: none"> <li>● One standard story based on available templates in OpenGov.</li> </ul>

### 8.1.2.2. Best Practices

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

### 8.1.2.3. Configuration

Functionality	Description
<b>OpenGov Reports</b>	OpenGov will: <ul style="list-style-type: none"> <li>• Train Customer on uploading datasets to the Reporting and Transparency platform for the purposes of creating reports and saved views</li> </ul>

### 8.1.2.4. Deploy

Functionality	Description
<b>Training Stories</b>	OpenGov will review configured story and train Customer on how to: <ul style="list-style-type: none"> <li>• Create new stories</li> <li>• Update/Maintain current stories</li> <li>• Publish internally and externally</li> </ul>
<b>Training OpenGov Reports</b>	OpenGov will review configured OpenGov reports. OpenGov will train Customer on report: <ul style="list-style-type: none"> <li>• Configuration</li> <li>• Update/Maintenance</li> <li>• Publishing internally and externally</li> </ul>
<b>Training Dashboards</b>	OpenGov will review configured Dashboards OpenGov will train Customer on Dashboard: <ul style="list-style-type: none"> <li>• Configuration</li> <li>• Update/Maintenance</li> <li>• Publishing internally and externally</li> </ul>

<b>Platform Training</b>	OpenGov will train Customer on Platform maintenance:: <ul style="list-style-type: none"> <li>• Users</li> <li>• Uploading data</li> </ul>
<b>Sign Off</b>	Customer will sign off that they have: <ul style="list-style-type: none"> <li>• Configured Story</li> <li>• Configured OpenGov reports</li> <li>• Configured Dashboard</li> <li>• Been trained on Stories, OpenGov reports, Dashboards</li> </ul>

## 8.2. OpenGov Citizen Services Suite (CIT Suite)

### 8.2.1. CIT Suite Project Deliverables

Functionality	Description
<b>CIT Suite</b>	Cloud based Permit, Licensing, Code Enforcement software to include <ul style="list-style-type: none"> <li>• 6 Record Type(s) (forms, document templates, fee schedules, workflows) built by OpenGov</li> <li>• CIT System Training</li> <li>• Configuration Training</li> <li>• Internal user Training</li> <li>• Migrations and Integrations</li> </ul>

### 8.2.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov CIT Suite implementation.

#### 8.2.2.1. Initiate

Functionality	Description
<b>Creating Environment</b>	OpenGov will provision a CIT environment and FTP site. Customer system administrator will be added to the environment following contract signing and creation.
<b>Documentation Receipt</b>	Customer will provide OpenGov with: <ul style="list-style-type: none"> <li>• Existing application forms</li> <li>• Current workflows</li> <li>• Gathering all existing supporting documentation</li> </ul>

<b>System Training</b>	<p>During the CIT System Configuration, OpenGov will provide System Training designed for system administrators, which will include:</p> <ul style="list-style-type: none"> <li>• How to create and customize the public portal in CIT</li> <li>• How to create and customize CIT record types (forms, document templates, fee schedules, workflows)</li> <li>• How to set up inspections in CIT</li> <li>• How to create datasets in CIT</li> <li>• The basic functions of any integrations or other customizations included in the SOW</li> <li>• How to export a dataset from the app</li> </ul>
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### 8.2.2.2. Best Practice

Functionality	Description
<b>Overview of Best Practice</b>	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
<b>Customer Inputs</b>	OpenGov will share what is needed to obtain from Customer and why the information drives a successful outcome.
<b>Discuss Recommended Process Versus Current Process</b>	OpenGov will review department specific documents. Coach the Customer on Best Practice application. OpenGov will make solution recommendations based on our domain expertise.
<b>Solution Document</b>	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

### 8.2.2.3. Configuration

Functionality	Description
<b>Record Type Configuration (OpenGov - Standard)</b>	<p>OpenGov will configure up to 15 standard record type drafts of Customer's record types in the CIT system.</p> <p>Along with Customer input OpenGov will be responsible for building:</p> <ul style="list-style-type: none"> <li>• Customer Application Forms</li> <li>• Customer Workflow</li> <li>• Output Documents</li> <li>• Adding in Customer Fees</li> </ul>

	OpenGov will hold working sessions* between the OpenGov and Customer for the purpose of validating, reviewing, and iterating upon draft record types configuration.
<b>*Working Session</b>	<p>All working sessions will focus on:</p> <ul style="list-style-type: none"> <li>• Forms</li> <li>• Workflows</li> <li>• Fee structures</li> <li>• Attachment requirements</li> <li>• Permit/license/letter templates</li> <li>• User access</li> <li>• Renewal processes</li> <li>• Inspection checklists</li> <li>• Public portal</li> </ul>
<b>Record Type Configuration Training Sessions</b>	<p>OpenGov will provide 4, 60-minute configuration training sessions to enable Customer to own configuration of their remaining Record Types.</p> <ul style="list-style-type: none"> <li>• Sessions will focus on: <ul style="list-style-type: none"> <li>○ Hands-on training for building, configuring, and maintaining Record Types in CIT.</li> <li>○ Best practice recommendations on Record Type: <ul style="list-style-type: none"> <li>■ Building</li> <li>■ Configuring</li> <li>■ Maintenance</li> </ul> </li> </ul> </li> </ul> <p>At the end of configuration training sessions, Customer will be responsible for maintenance and configuration of all Record Types.</p>
<b>Migrations and Integrations</b>	
<b>Functionality</b>	<b>Description</b>
<b>Document Management Access</b>	<p>OpenGov will provide the ability for a Customer to access a listing of filenames and file paths of all submitted forms, issued documents, and record attachments, along with record and location metadata for use by Customer to import into a third-party document management system. Import of data into the third-party system will be Customer's responsibility.</p> <p>The methods OpenGov can provide are :</p> <ul style="list-style-type: none"> <li>• ODBC access to a Microsoft SQL Server Database view containing the information</li> <li>• A CSV file FTP'd to a location of the Customer's choosing.</li> </ul>

	Note: Documents are not contained in either solution; however, a link to download each individual file.
<b>Recurring Master Address Table (MAT) Import</b>	<p>OpenGov will import the Customer's location information from your Master Address Table (MAT) file (CSV) into CIT.</p> <p>Customer will provide a clean MAT including all of the community's location information. It must contain the parcel properties latitude/longitude coordinates, and at least 1 unique ID field. The unique ID can never change. OpenGov does not take responsibility for 'dirty' data.</p>
<b>ESRI ArcGIS Server Integration</b>	<p>OpenGov will integrate the CIT suite with the Customer's ArcGIS Server. Customer is responsible for providing a publicly-accessible secure ESRI REST API URL.</p> <p>Note: WFS link will not suffice</p>
<b>GIS Flag Integration</b>	<p>OpenGov will enable GIS Flag Integration:</p> <ul style="list-style-type: none"> <li>• Import a list of flags into the CIT suite. Flags can be provided either on the Parcel Layer or other layer on the GIS Server through the ESRI REST API URL.</li> <li>• Layers must be configured as a polygon--polylines and points are not supported in this integration.</li> </ul> <p>Dependent upon Master Address Table and ESRI ArcGIS Server Integration</p>
<b>Accounting &amp; Finance Export</b>	<p>For a financial export, Customer will provide OpenGov the required format and a sample document.</p> <p>OpenGov will export the data based on the required format and put the files onto Customer's FTP as often as nightly</p>
<b>State Contractor Integration</b>	<p>Allow for dynamic search within the application form to auto-populate a set of form fields. Data will be managed by the State of California.</p> <p>OpenGov will integrate the CIT suite with the California licensed professional dataset for use within the CIT platform and refreshed daily/weekly.</p>
<b>Bluebeam Integration</b>	<p>OpenGov will enable any attachment to click "Open in Bluebeam Studio" to start or continue a collaborative document markup/review session in Bluebeam. Bluebeam access not included.</p> <ul style="list-style-type: none"> <li>• Requires Bluebeam Studio Prime license(s).</li> </ul>
<b>Autofills</b>	

<b>Standard</b>	<p>Allow for dynamic search within the application form to auto-populate a set of form fields.</p> <ul style="list-style-type: none"> <li>• Standard autofill is used for data managed by Customer through a flat file.</li> <li>• Data must be fewer than 100k rows</li> <li>• Can be updated as often as quarterly.</li> </ul>
<b>Internal</b>	<p>Allow for dynamic search within the application form to auto-populate a set of form fields.</p> <ul style="list-style-type: none"> <li>• Internal autofill is used for data managed within CIT--connecting one Record Type to another.</li> </ul>

#### 8.2.2.4. Validation

Functionality	Description
<b>Confirmation</b>	Customer confirms OpenGov has created 15 Record Types.
<b>User Acceptance Testing (admin)</b>	<p>OpenGov will require Customer to validate</p> <ul style="list-style-type: none"> <li>• Application is working as intended <ul style="list-style-type: none"> <li>○ Internal processes and or workflows</li> <li>○ Front End processes (Public views)</li> </ul> </li> <li>• The administrator knows how to: <ul style="list-style-type: none"> <li>○ Make changes</li> <li>○ Troubleshoot problems</li> <li>○ Create or configure new Record Types</li> </ul> </li> </ul>

#### 8.2.2.5. Deploy

Functionality	Description
<b>Internal User Training</b>	<p>OpenGov will provide 3, two-hour training sessions designed for Internal Users such as Inspectors or Intake Review staff.</p> <ul style="list-style-type: none"> <li>• Internal Users are trained to: <ul style="list-style-type: none"> <li>○ Understand how to use the system to complete the tasks needed perform their roles/responsibilities</li> <li>○ Understand the functionality and workflow of the Permitting, Licensing or Code Enforcement process.</li> <li>○ Build reports in Citizen Services Explorer Module.</li> </ul> </li> </ul>
<b>Sign Off</b>	Customer to complete OpenGov-provided sign off document

	<p>Customer will provide written approval that Administrator can:</p> <ul style="list-style-type: none"><li>• Build/Configure</li><li>• Troubleshoot</li><li>• Maintain</li></ul> <p>Customer will provide written approval that Internal Users:</p> <ul style="list-style-type: none"><li>• Have been trained on:<ul style="list-style-type: none"><li>○ Functionality</li><li>○ Tasks needed to perform their roles/responsibilities</li></ul></li></ul>
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## 9. Acceptance

### 9.1. Acceptance Process

All Deliverables require acceptance from the Customer Project Manager(s) following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov Project Manager shall notify the Customer Project Manager(s) and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov Project Manager will provide the Customer Project Manager with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.

- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

## 9.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- 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.

## 10. Change Management

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges 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
  - Signed by OpenGov and Customer Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:

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