

**ADAMS COUNTY  
PROFESSIONAL SERVICE AND SOFTWARE SERVICES AGREEMENT  
FOR CITIZEN TRANSPARENCY PORTAL (2018.015)**

THIS AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of May 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and OpenGov, Inc., located at 955 Charter Street, Redwood City, California 94063, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

1.1. All work shall be in accordance with the attached OpenGov Statement of Work (SOW) attached hereto as Exhibit A and incorporated herein by reference. The use of the OpenGov Software Services is pursuant to the Software Services Agreement set forth in Exhibit B. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail. Should there be any discrepancy between Exhibit B and this Agreement the terms and conditions of this Exhibit B shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

**3. TERM:**

3.1. Term of Agreement: The Term of this Agreement for the SOW and the hours specified in the SOW shall be for one-year from the date first written above. The term for the Software Services shall be as specified in the Order Form attached hereto as Exhibit C and Exhibit B.

3.2. Renewal Option: The County may offer to renew this Agreement as necessary for up to four, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must

be mutually agreed upon in writing via amendment by the County and the Contractor.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under Exhibits A and B and the Contractor shall accept as full payment for those services, the sum specified in Exhibit C.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to

perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain Insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so

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affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

## **9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages. Except as specified in Exhibit B, such damages shall be limited to the fees due and/or payable under this Agreement.

9.2. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE (A) FOR 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.

**10. WARRANTY:**

10.1. Warranty for the Software Services is specified in Exhibit B. For services performed under the SOW, the Contractor warrants and guarantees to the County that all work shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, County's exclusive remedy and Contractor's entire liability will be the re-performance of the applicable work. If Contractor is unable to re-perform all work as warranted, County will be entitled to recover all work fees paid to Contractor for the deficient work. County must make any claim under the foregoing warranty to Contractor in writing within ninety (90) days of performance of such work in order to receive warranty remedies.

**11. TERMINATION:**

11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

**12. MUTUAL UNDERSTANDINGS:**

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any



applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. Assignability: Except in the event of a change of control, neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war,



embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Budget  
Contact: Nancy Duncan  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6276  
E-mail: nduncan@adcogov.org

Department: Adams County Purchasing  
Contact: Anna Forristall  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6297  
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: OpenGov, Inc.  
Contact:  
Address: 955 Charter Street  
City, State, Zip: Redwood City, California 94063  
Phone:  
E-mail:

12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may

be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

### **13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

### **14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or





contract with an illegal alien to perform work under this public contract for services.

- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY, COLORADO

~~COUNTY MANAGER~~ Deputy County Manager <sup>(AF)</sup>

Alisha Reis

~~Raymond H. Gonzales~~ Alisha Reis

05 May 2018

Date

OPENGOV, INC.

SSW

Signature

01/ May 2018

Date

SUNIL SEAN WANI

Printed Name

GENERAL COUNSEL

Title

Attest:

Stan Martin, Clerk and Recorder

Elannar

Deputy Clerk

Approved as to Form:

D. Eelst  
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF \_\_\_\_\_)

STATE OF \_\_\_\_\_ )SS.

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2018,

by \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

See Attached Notary  
Jurat Certificate

My commission expires on: \_\_\_\_\_

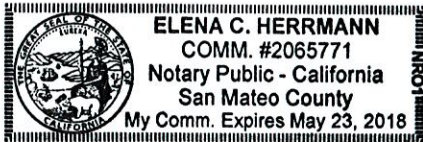
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN MATEO

Subscribed and sworn to (or affirmed) before me on this 1<sup>ST</sup>  
day of May, 2018, by

1 SUNIL SEAN WANI,  
proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

Elena C. Herrmann

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

### CONTRACTOR:

OPEN GOV, INC.

Company Name

05/01/2018

Date



Signature

JONIC SEAN WANI

Name (Print or Type)

GENERAL COUNSEL

Title

Note: Registration for the E-Verify Program can be completed at:

<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

# EXHIBIT A

## **Statement of Work | Adams County, CO**

### **Summary**

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov") will perform for Adams County ("Customer"). This SOW is an attachment to, effective as of, and governed by the Software Subscription Agreement (the "Agreement") by and between the parties. OpenGov will deliver and deploy the OpenGov Cloud™. This is a full featured, Software as a Service ("SaaS") enterprise software solution, which can be further configured to meet the Customer's needs.

### **Objectives**

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work (SOW) is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the OpenGov Cloud for the Customer to enable effective and accountable governing.

### **Roles & Responsibilities**



<u>OpenGov</u>	
<u>OpenGov Role</u>	<u>Responsibilities</u>
Executive Sponsor (ES)	<ul style="list-style-type: none"> <li>Provides support and updates for key milestones.</li> <li>Serves as the point of contact for any project escalations.</li> <li>Engages with Customer Executive conversations in strategic partnership discussions.</li> </ul>
Customer Success Analyst (CSA)	<ul style="list-style-type: none"> <li>Provides guidance on data extraction and formatting from Customer's accounting system.</li> <li>Uploads initial data.</li> <li>Works with the Customer to setup and configure the standard four reports.</li> <li>Performs Administrator Training.</li> </ul>
Customer Success Manager (CSM)	<ul style="list-style-type: none"> <li>Main point of contact for Customer post-deployment.</li> <li>Ensures OpenGov is providing value to the Customer.</li> <li>Provides quarterly business reviews and regular touch points.</li> <li>Provides visibility on upcoming feature releases.</li> <li>Identifies new use cases for the platform.</li> <li>Coordinates ongoing training.</li> </ul>
<u>Customer</u>	
<u>Customer Role</u>	<u>Responsibilities</u>
<u>Customer Executive Sponsor (CES)</u>	<ul style="list-style-type: none"> <li>Acts as internal advocate for OpenGov to promote usage and engagement.</li> <li>Serves as a point of contact for any project escalations.</li> </ul>
<u>Customer Project Manager (CPM)</u>	<ul style="list-style-type: none"> <li>Serves as the primary contact for OpenGov deployment, launch, and ongoing platform development.</li> <li>Coordinates meetings and schedules.</li> <li>Controls communication between the Customer and OpenGov project teams.</li> </ul>
<u>Customer Data Lead (CDL)</u>	<ul style="list-style-type: none"> <li>Is familiar with the Customer's chart of accounts and accounting system.</li> <li>Extracts OpenGov-acceptable data from the Customer's ERP system.</li> <li>Works primarily with the CSA and Integrations Team to set up the ERP Integration with OpenGov.</li> <li>Reviews, validates, and signs off on the OpenGov Chart of Accounts and that it accurately reflects Customer chart of accounts.</li> <li>Updates chart of accounts segments when new codes are added.</li> </ul>

## **Deliverables**

<b>Solution</b>	<b>Deliverables</b>
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OpenGov Citizen Engagement - Transparency	<p>A block of <b>50 professional service hours</b> will be utilized to deliver the following items:</p> <ul style="list-style-type: none"> <li>• Customer-specific COA design and build</li> <li>• 4 public Standard Reports (Annual, Budget to Actuals, Balance Sheet, and Transactions "Checkbook")</li> <li>• Up to 5 years of data</li> <li>• 10-15 saved views per report</li> <li>• Admin training</li> </ul>
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### **Customer Requirements**

A successful deployment between OpenGov and the Customer will result from the following assumptions and requirements:

- The Customer will provide all personnel outlined in the Roles and Responsibilities section, and facilitate access to appropriate technical and financial personnel as needed. Failure to provide personnel in a timely manner, may cause delays in the delivery schedule.
- The Customer will be responsible for ensuring that all discovery, discussion, workshop and training sessions are attended by personnel, as scheduled.
- Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project. Please note, OpenGov software is optimized for Google Chrome.
- An appropriate work environment must be provided to OpenGov personnel if working on-site. The location should be co-located or near the locations of the work to be performed. OpenGov personnel will require Internet and telephone service (to include teleconference compatible telephones). OpenGov agrees to follow applicable Customer policies and/or guidelines for appropriate use of Customer Infrastructure (e.g., Internet, network, etc.).
- The Customer will extract appropriate data from their ERP system to support the project.
- Customer will be responsible for ensuring that all discovery, discussion, workshop and training sessions are attended by personnel, as scheduled.
- Customer will be responsible for the scheduling of meeting rooms, training facilities, and requisite equipment.
- The Customer will communicate and review outstanding items in a timely manner. The timeliness of communication and review will directly affect OpenGov's ability to meet agreed upon schedule deadlines.
- All deliverables will be signed-off on within five business days of notification that the deliverable is complete.
- Any changes requested to the scope documented in this Bill of Materials will

be handled via a Change Request process. See Appendix section for details.

- If Integration services are purchased, Customer will be responsible for making any modifications to Financial System (ERP) and make available access for integration to OpenGov software. The Customer will be responsible for ensuring that the versions of Financial System (ERP) running on all environments remain the same across all environments.

### **Deployment Methodology**

The duration of an OpenGov deployment will vary based on Customer availability and goals. Below is an example project plan that will be further developed on kick off meetings and discovery discussions with the Customer. Generally, a setup for OpenGov Citizen Engagement - Transparency takes about 4-6 weeks.

	Month 1				Month 2			
	W1	W2	W3	W4	W1	W2	W3	W4
OpenGov Citizen Engagement - Transparency								

<b><u>Deployment Methodology</u></b>	
<b><u>Phase</u></b>	<b><u>Tasks</u></b>
Initiate	<ol style="list-style-type: none"> <li>1. Kick Off meeting</li> <li>2. Discovery session</li> <li>3. Data and systems inventory</li> <li>4. Functional model build</li> <li>5. Design sessions</li> <li>6. Data gathering</li> <li>7. Solution document acceptance</li> </ol>
Configure	<ol style="list-style-type: none"> <li>1. Configure application</li> <li>2. Data load</li> <li>3. Configure solution</li> <li>4. Quality assurance testing</li> </ol>
Validate	<ol style="list-style-type: none"> <li>1. Review configuration</li> <li>2. Execute test scripts</li> <li>3. Confirm data accuracy</li> <li>4. Remedy and update</li> <li>5. Solution configuration acceptance</li> </ol>
Deploy	<ol style="list-style-type: none"> <li>1. Administrator training</li> <li>2. Launch preparation</li> <li>3. Launch</li> <li>4. Post launch support</li> <li>5. Support and CSM transition</li> <li>6. Close project</li> </ol>

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<u>Post-Deployment</u>	
<u>Phase</u>	<u>Tasks</u>
Engagement and Adoption	<ol style="list-style-type: none"> <li>1. CSM will garner feedback and improvements from the Customer.</li> <li>2. The CSM will work with the Customer to execute best practices to engage staff and citizens to utilize the platform.</li> <li>3. Business reviews will be scheduled by the CSM on a regular basis to review how the platform is tracking to the original success metrics, present new features/perform a functionality review, and discuss best practices with OpenGov.</li> </ol>
Training and Support	<ol style="list-style-type: none"> <li>1. OpenGov will lead hands-on mentoring and training of the Customer's staff to demonstrate how to use and configure the platform.</li> </ol>

### **Fees and expenses**

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

### **Change Request Process**

It may become necessary to amend this Statement of Work from time to time for reasons including but not limited to, the following:

- a. Discretionary changes in scope
- b. Requested changes to the services delivered or work hours
- c. Non-availability of products, resources or services which are beyond OpenGov's control
- d. Impediments not previously identified
- e. Lack of access to personnel or facilities necessary to complete the project

In the event that it is necessary to change this Statement of Work or OpenGov's Software Service Agreement, the County and OpenGov will manage the process using amendments to the agreement.

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## EXHIBIT B

### 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 955 Charter Street, Redwood City, California 94063 ("**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.** 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.

#### 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 signed by the parties ("**SOW**") and attached as an exhibit to this Agreement (the "**Professional Services**").

(b) Unless the SOW provides otherwise, all reasonable travel expenses incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from San Francisco, California 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 or otherwise commercially exploit the copy, rent, lease, distribute, assign, sell, 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 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.

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.

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 or would be required to release to the public, upon request, according to applicable federal, state, or local public records laws. 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.

5.4 The parties understand that Customer is a public entity subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). In the event of a conflict between the terms of this Agreement and the provisions of CORA, the provisions of CORA shall prevail.

5.5 OpenGov will follow reasonable and appropriate administrative, technical and organizational security measures to protect the confidentiality of usernames and passwords.

## 6. PAYMENT OF FEES

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

(a) Fees. The fees for the Software Services ("Fees") for the Initial Term and any Renewal Term are set forth in the applicable Order Form.

(b) Inflation Adjustment. OpenGov may increase the Fees payable for the Software Services during any Renewal Term. If the Fees are increased in a Renewal Term, such increase must be mutually agreed to by the parties. If no agreement is reached regarding the increase in Fees prior to expiration, the Agreement shall terminate.

(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 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.

6.2 Credit Card Customers. Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at [billing@opengov.com](mailto:billing@opengov.com). Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

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").

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the Renewal Term and together with the Initial Term, the "Term").

7.3 Termination. 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 shall terminate this Agreement immediately upon notice. Nothing in this Agreement shall be construed to create or to bind Customer to a multi-year fiscal obligation in violation of Colorado Constitution, Article 10 §20. Pursuant to C.R.S. § 29-1-110, the financial obligations of Customer after the current fiscal year are contingent upon funds for this Agreement being appropriated, budgeted, and otherwise available.

Customer's participation in this Agreement is automatically terminated without any termination fees due or other liability incurred on the first day of January of the fiscal year for which funds are not appropriated, provided Customer acknowledges that funds have been appropriated for the first year of the Agreement.

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

(a) **In General.** Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder 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.** If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider (which as of the Effective Date is Amazon Web Services) within ten (10) days of 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.

(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 during the Term. 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 7.1(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.

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 TWO TIMES (2X) FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. To the extent permitted by law, 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) claim 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. Upon receiving Customer's prior written consent, 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 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.

10.9 Intentionally Deleted.

10.10 Governing Law and Jurisdiction. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado, or the federal district court for the District of Colorado.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

#### Signatures

Customer:

Adams County, Colorado

Signature:

Alisha Reis

Name:

Alisha Reis

Title:

Deputy County Manager

Date:

01 May 2018

OPENGOV, INC.

Signature:

[Signature]

Name:

SUNIL SEAN WANI

Title:

GENERAL COUNSEL

Date:

05/01/2018

APPROVED AS TO FORM  
COUNTY ATTORNEY

[Signature]

## Exhibit C

### Fees



OpenGov, Inc.  
955 Charter Street  
Redwood City, CA 94063  
United States

Quote Number OG-00003503  
Created Date 4/20/2018  
Quote Expiration 4/20/2018  
Contract Dates Effective Date: 3/30/2018  
End Date: 3/29/2019

Prepared By Varun Valluri  
Email varun.valluri@opengov.com  
Contract Term 12 Months

#### Customer Information

Bill To Name County of Adams, CO  
Bill To / Ship To 4430 S Adams County Pkwy  
Brighton, Colorado 80002  
United States

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
OpenGov Transparency - Between \$400-500 Million	3/30/2018	3/29/2019	USD 17,250.00	USD 17,250.00
OpenGov Transparency Implementation for Tier 1 Accounting Systems	3/30/2018		USD 0.00	USD 7,750.00

Annual Fee	USD 17,250.00	First Term	USD 25,000.00
Billing Frequency	Annual	Grand Total	USD 25,000.00

#### Signatures

Customer: Adams County, Colorado  
Signature: Alisha Reis  
Name: Alisha Reis  
Title: Deputy County Manager  
Date: 01 May 2018

OPENGov, Inc. [Signature]  
Signature: [Signature]  
Name: SUNIL SEAN WANI  
Title: GENERAL COUNSEL  
Date: 05/01/2018

APPROVED AS TO FORM  
COUNTY ATTORNEY

[Signature]