

**ADAMS COUNTY, COLORADO  
AMENDMENT ONE FOR CITIZEN TRANSPARENCY PORTAL**

THIS AMENDMENT ONE TO PROFESSIONAL SERVICE AGREEMENT #2018.015 is entered into this 14 day of May, 2019, by and between the Board of County Commissioners of Adams County, Colorado, 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".

**RECITALS**

WHEREAS, on May 1, 2018, the County entered into a Professional Service Agreement #2018.015 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term and to add work as described below.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year through to 4/30/2020.
2. The fee schedule shall be \$17,250.00.
3. There is an additional cost of \$4,500.00 for software services that include financial integration per the attached Statement of Work dated 4/17/2019.
4. The Service Agreement and this Amendment One contain 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 both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
5. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
6. This Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

- 7. Nothing expressed or implied in this Amendment One is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment One by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
- 8. If any provision of this Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
- 9. Each party represents and warrants that it has the power and ability to enter into this Amendment One, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

**ADAMS COUNTY, COLORADO  
COUNTY MANAGER**

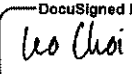
  
\_\_\_\_\_  
Raymond H. Gonzales

5.14.2019  
\_\_\_\_\_  
Date

**OPENGOV, INC.**


Leo Choi  
\_\_\_\_\_  
Print Name

VP Finance  
\_\_\_\_\_  
Print Title

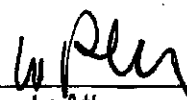
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\_\_\_\_\_  
Signature

5/17/2019  
\_\_\_\_\_  
Date

**ATTEST: JOSH ZYGIELBAUM  
CLERK AND RECORDER**

  
\_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
County Attorney



# Statement of Work

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County of Adams, CO

OpenGov Custom Professional Services

Created By Sally Steel-Ginis  
SOW Creation Date 04/17/19



## 1. Objective

### 1.1. Summary

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov") will perform for the County of Adams, CO ("Customer"). This SOW is subject to, and hereby incorporates by reference, the terms and conditions contained in the Software Subscription Agreement (the "Agreement") to which it is attached between Customer and OpenGov.

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

## 2. Scope

### 2.1. Project Scope

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

OpenGov will provide Professional Services to implement the below OpenGov software and services.

### 2.2. Deliverables

Custom Professional Services- Fixed Fee	
Functionality	Deliverables
Financial Integration	<ul style="list-style-type: none"><li>• Integration of budget and actuals, with transaction level detail up to 10 years</li><li>• Single system connector</li><li>• Design, map, and validate data from the system.</li><li>• Administrator training</li><li>• Ongoing monitoring and alerts</li></ul>



## 2.3. Assumptions

- If a Fixed Fee engagement: The concept of Fixed Fee defines how the outlined deliverables are achieved. If Fixed Fee, OpenGov commits to delivering on the items outlined in the above Professional Services packages regardless of how many hours they might take.
- For the Financial Integration,
  - The data will be linked to the Customer's chart of accounts.
  - OpenGov will perform the validation for data accuracy for the Integration.
  - OpenGov will require assistance from the Customer to understand source system specific customizations and configurations when building the data extract.

## 3. Schedule

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

## 4. Project Organization

### 4.1. Project Team

#### OpenGov

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

#### Customer

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

### 4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

#### OpenGov

1. Manage delivery of in-scope items in coordination with Customer.



2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer's environment.
4. Keep Customer Project Manager Informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
8. Budget Builder files are exported as .xlsx. OpenGov may assist in formatting that file, but cannot convert files to any other file types

#### Customer

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

#### **4.3. Implementation Methodology**

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



### 1. Initiate Phase

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

### 2. Configure Phase

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

### 3. Validate Phase

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

### 4. Deploy Phase

- a. **Key Activities:** Administrator Training, Go Live Support, Transition to Customer Success Manager and Technical Support
- b. **Key Work Products:** Project Documentation, Project Acceptance
- c. **Summary:** The purpose of the Deploy phase is to complete the Administrator Training process, provide Go Live Support, and begin



Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.

## **5. Change Control Procedures**

No amendments, changes or other modifications to this SOW will be effective without a written project change order, in the form attached hereto as Appendix 1 (a "Project Change Order"). The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

## **6. Fees and Expenses**

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

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon provided that any hourly fees shall be based on OpenGov's then-current, applicable hourly rate. OpenGov's Standard Professional Services rate for 2019 is \$185/hour.

### **6.2. Travel Expenses**

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





# 1. Appendix 1

## Project Change Order

Customer:  
Project:  
Date  
Requested:  
Requested by:

<b>Reason for Change</b>
<b>Scope of Change</b>
<b>Project Impact (Schedule and Cost)</b>

<b>Approvals</b>	
<b>OpenGov</b>	<b>Customer</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



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

Created On: 4/17/2019  
Order Form Expiration: 4/30/2019  
Subscription Start Date: 4/22/2019  
Subscription End Date: 4/21/2020

Prepared By: Paul Felton  
Email: pfelton@opengov.com  
Contract Term: 1 Year

Customer Information

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

Contact Name: Nancy Duncan  
Email: nduncan@adcogov.org  
Phone: 720-523-6276

Contact Name: Nancy Duncan  
Email: nduncan@adcogov.org  
Phone: 720-523-6276

Order Details

Billing Frequency: Annual  
Payment Terms: Net Thirty (30) Days

Description: See Billing Table Below

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Financial Integration	4/22/2019	4/21/2020	1	\$4,500.00
Annual Subscription :				\$4,500.00

Billing Table:

Billing Date	Amount Due
April 22, 2019	\$4,500.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") between the parties dated May 1, 2018 and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

County of Adams, CO

Signature:

Name:

Title:

Date:

OpenGov, Inc.

DocuSigned by:

Signature:

Name: Leo Choi

Title: VP Finance

Date: 5/17/2019