

AGREEMENT AMENDMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Amendment #: 2806.1

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND OPENGOV, INC.

THIS FIRST AMENDMENT is made and entered into this 9/28/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and OPENGOV, INC., hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 25 "Entire Agreement" of Agreement No. 2806, ("Agreement"), Section 1 Scope of Work [is amended] to read as follows:

"In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit A, Exhibit A-1 and Exhibit A-2."

2. Pursuant to Section 25 "Entire Agreement" of Agreement No. 2806, Section 4 A Compensation and Payment is amended to read as follows:

"CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$35,000 as described in Exhibit "A-1" of Exhibit "A," Scope of Services. CITY shall also pay FIRST PARTY an all-inclusive fee that shall not exceed \$801,540 as described in Exhibit "A-2" of Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. In the event the Agreement is terminated by the CITY as a result of an uncured breach by the FIRST PARTY, the FIRST PARTY shall provide a pro-rata refund of any pre-paid, unused fees as specified above."

3. Pursuant to Section 25 "Entire Agreement" of Agreement No. 2806, Section 24 Term of Agreement is amended to read as follows:

"This agreement shall remain in effect for the period of September 25, 2019 through September 24, 2022 for Exhibit "A-1" of Exhibit "A" Scope of Services unless extended, amended, or terminated in writing by CITY.

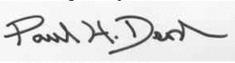
This agreement shall remain in effect for the period of September 25, 2020 through September 24, 2025 for Exhibit "A-2" of Exhibit "A" Scope of Services unless extended, amended, or terminated in writing by CITY."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 2806 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW

FOR FIRST PARTY:

DocuSigned by:

ATE3087D6FFE420...

Signature

Paul Denton

Printed name

Tax ID 30-0717374

Tax ID#

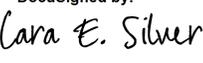
9/28/2020

Date

C.F.O.

Title

APPROVED AS TO FORM:

DocuSigned by:

CD6C53C794E6491

Cara E. Silver, Interim City Attorney

9/28/2020

Date

FOR CITY OF MENLO PARK:

DocuSigned by:

6DD907DD201744C...

Starla Jerome-Robinson, City Manager

9/28/2020

Date

ATTEST:

DocuSigned by:

30290A20D08E401...

Judi A. Herren, City Clerk

9/28/2020

Date

Exhibit A-2



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

Created On: 9/8/2020
Order Form Expiration: 9/30/2020
Subscription Start Date: 10/1/2020
Subscription End Date: 9/30/2025

Prepared By: Greg Balter
Email: gbalter@opengov.com
Contract Term: 5 Years

Customer Information		Billing Contact	
Customer:	City of Menlo Park, CA	Contact Name:	Dan Jacobson
Bill To/Ship To:	701 Laurel St Menlo Park, California 94025 United States	Email:	dcjacobson@menlopark.org
		Phone:	(650) 330-6649
Billing Frequency: Annual		Description: See Billing Table Below	
Payment Terms: Net Thirty (30) Days			

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
OpenGov Financials Cloud <i>General Ledger, Accounts Payable, Accounts Recieveable, Fixed General Ledger, Accounts Payable, Accounts Recieveable, Fixed Assets, Cash Receipts, Purchase Card, Requisitions, Premium Support — Platinum</i>	10/1/2020	9/30/2025	Prorated	\$135,000.00
Annual Subscription:				\$135,000.00

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee	Product configuration, setup, and training described in the attached SOW
Professional Services Total: \$126,540.00	

Billing Table:

Amount Due	Billing Date
\$801,540.00	October 1, 2020 (\$675,000.00 Software Services + \$126,540.00 Professional Services)

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") signed between the parties, effective **October 1, 2019** 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.

City of Menlo Park, CA

Signature: _____
 Name: _____
 Title: _____
 Date: _____

OpenGov, Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____



Statement of Work

City of Menlo Park, CA

OpenGov Financials ERP Cloud

Created By Adam J. Weems

SOW Creation Date 09/08/20

Version: 1.1

Document Number: DD-01254



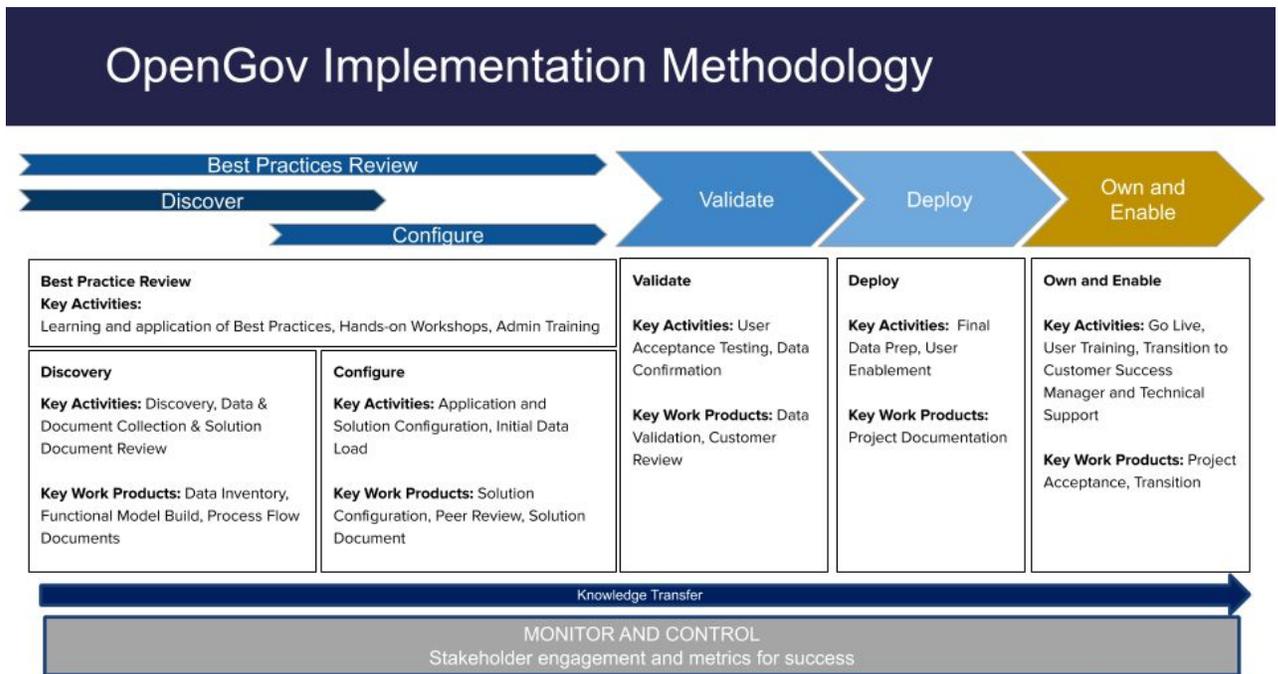
1. Objective

1.1. Summary

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

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 Financials ERP Cloud for the Customer to enable effective and accountable governing. This SOW defines the scope and deliverables for a successful implementation of the suites of the OpenGov ERP Cloud.

1.2. Implementation Methodology



2. Scope

2.1. General Assumptions

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



2.1.1. 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.

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 the Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer’s environment.
4. Keep the 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.

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. Provide source data in a manner and format ready for use and on a timely basis as per the project plan.
5. Setup firewall rules to allow incoming requests from OpenGov’s proxy over HTTP/HTTPS to Customer systems.
6. Communicate any issues relating to the project to OpenGov Project Manager in a



timely manner.

7. Provide acceptance of deliverables and Project in a timely manner.
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.

2.2. Software Implementation Scope of Work

The items detailed in 2.2. Software Implementation Scope of Work below relate to the various OpenGov software modules for which Customer has purchased subscriptions. It also describes the implementation services associated with each module that OpenGov will provide to assist Customer with configuring business processes, converting legacy data, learning the software functionality, and ultimately deploying to production. OpenGov will provide a train-the trainer approach to knowledge transfer, unless otherwise noted. Any items not specifically included in scope will be considered out of scope.

2.2.1. General Project Deliverables

- Solution Design Document
- OpenGov delivered training and training materials
- Engagement Report(s)

2.2.2. OpenGov Financials Scope of Work

Financials Configuration	
Engagement	High-Level Tasks and Deliverables
Chart of Accounts	<p>The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support:</p> <ul style="list-style-type: none"> • Review of Customer's current Budgeting and Planning Suite Chart of Accounts Structure, specifically Customer's codes, to determine mapping needs for new OpenGov Financial Chart of Accounts. • Review considerations and process for creating a Customer defined chart of account structure using GASB standard best practices as the foundation for the new chart of accounts <p>Deliverable</p> <ul style="list-style-type: none"> • Chart of Accounts
General Ledger	<p>The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting</p>



	<p>support:</p> <ul style="list-style-type: none"> ● Support accounting transactions, consisting of encumbrance and general, budget, recurring and automated journal entries; ● Day-to-day operational management of current fiscal year's budget-to-actual results ● Fiscal year-end and budget rollover ● Assign a role-based security status to the chart of accounts ● Review the GL Import process to import: <ul style="list-style-type: none"> ○ General ledger chart of accounts and beginning balances from legacy data ○ External data to Software's general ledger in the Software defined format ○ Review Self-Service Budget Reports <p>Configure best practice business processes within and train the Customer on the use of the following General Ledger components:</p> <ul style="list-style-type: none"> ● Control Files ● Print Control Files ● Journal Entries ● Financial Reports ● Inquiries ● Year End Processing ● User Functions ● System Functions ● Custom Programs <p>Deliverables:</p> <ul style="list-style-type: none"> ● General Ledger Final Build
<p>Accounts Payable</p>	<p>The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support:</p> <ul style="list-style-type: none"> ● Report on encumbered funds ● Enter and maintain invoices that may be tracked by invoice number, invoices number, and status ● Generate, void and reconcile checks and electronic checks ● Generate departmental purchase orders for up to first 2 departments and train Customer to create the remaining departmental purchase orders ● Utilize self-service for purchasing <p>Configure best practice business processes within and train the Customer on the use of the following Accounts Payable components:</p> <ul style="list-style-type: none"> ● Control Files ● Print Control Files ● Vendor Invoice/Check Processing



	<ul style="list-style-type: none"> ● Check Reconciliation ● Reports ● Purchase Order Processing ● Quick Check Processing ● 1099 Processing ● Jury Setup/Processing ● User Functions ● System Functions ● Custom Programs
<p>Bank Reconciliation</p>	<p>The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support:</p> <ul style="list-style-type: none"> ● Identification of banks and Accounts to Automate Reconciliation ● Collection of Monthly data files and practices to load those on an ongoing basis ● Process to run reconciliation and prepare a listing of outstanding items at each period. ● Troubleshooting any issues with the reconciliation <p>Configure best practice business processes and train the Customer on the use of the module</p>
<p>Fixed Assets</p>	<p>The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support:</p> <ul style="list-style-type: none"> ● Maintain information on specific asset restrictions, with donor information and asset disposal ● Designate which assets are to be capitalized and create asset records from invoices ● Allow entry of renewal information about the asset with insurance policy information and service and warranty contracts ● Maintain comprehensive asset value information received from accounts payable ● Capitalize, depreciate and dispose of assets ● Update applicable general ledger accounts automatically when an asset is disposed ● Maintain inventory-only (non-capital) assets <p>Configure best practice business processes within and train the Customer on the use of the following Fixed Assets components:</p> <ul style="list-style-type: none"> ● Control Files ● Control File Reports ● Work with Fixed Assets ● Depreciation Processing ● Fixed Assets Reports ● User Functions



	<ul style="list-style-type: none"> ● System Functions ● Custom Programs
<p>Cash Receipts/ Revenue Accounting</p>	<p>The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support:</p> <ul style="list-style-type: none"> ● Review industry standard best practices against Customer revenue accounting procedures ● Develop or refine internal controls ● Implement processing and deposit of receipts standards ● Implement proper reconciliation standards ● Enable localized cash accounting requirements <p>Configure best practice business processes within and train the Customer on the use of the following Cash Receipts/Revenue Accounting components:</p> <ul style="list-style-type: none"> ● Control Files ● Cash Receipts ● Utility Billing Batch Payments (if applicable) ● Accounts Receivable Batch Payments ● Pace Transactions ● Cash Count ● Reporting Menu ● User Functions ● Supervisor Functions ● System Functions ● Custom Functions (as applicable)
<p>Accounts Receivable</p>	<p>Contractor will provide training on various aspects of the Accounts Receivable Module to include various interfaces and processes. In particular, the following topics will be covered in lecture/workshop format, hands-on exercises, and follow-up consulting support.</p> <ul style="list-style-type: none"> ● Design validation tables, rule forms, and processes to align with Customer needs. ● Configure data and processes to align with Customer needs. ● Test/Train appropriate staff on functionality specific to population selection functionality including: <ul style="list-style-type: none"> ○ Control, rule, application, and validation forms ○ General controls and cashiering ○ Accounts receivable cashiering ○ Miscellaneous transactions ○ Installment plans ○ Account details ○ Deposit details ○ Detail codes ○ Mass billing procedures ○ Returned check processing ○ Third party contracts ○ Exemption/waiver processing ○ Delinquent accounts and collections processing



	<p>Configure best practice business processes within and train the Customer on the use of the following Accounts Receivable components:</p> <ul style="list-style-type: none"> ● Service Accounts ● Billing ● Miscellaneous Processes ● Adjustments and Charges ● Journal Entries ● Batching Payments ● Reporting ● User functions ● Custom Functions (as applicable) ● Administrative Processes
<p>Purchase Card</p>	<p>The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support:</p> <ul style="list-style-type: none"> ● Define and implement rules and thresholds on Purchase Card usage ● Define initial approval process for Purchase Card transactions. ● Define and configure email notifications <p>Configure best practice business processes within and train the Customer on the use of the following Purchase Card components:</p> <ul style="list-style-type: none"> ● Purchase Card Transactions ● Purchase Card Account Approval ● User Functions ● Custom Programs (as applicable)
<p>Requisitions/ Purchasing</p>	<p>The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support:</p> <ul style="list-style-type: none"> ● Maintain and track requisitions and purchase orders by assigned number, by vendor, and status; ● Setup approvals at requisition, Purchase Orders, and voucher level using the standard Software configuration options; ● Create and track prepaid Purchase Orders ● Receive goods and services ● Maintain and track blanket purchase orders <p>Configure best practice business processes within and train the Customer on the use of the following Requisitions/Purchasing components:</p> <ul style="list-style-type: none"> ● Department Processing ● Reports ● User Functions



	<ul style="list-style-type: none"> ● Custom Functions
Report Distribution	<p>The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support:</p> <ul style="list-style-type: none"> ● Deliver training on standardized OpenGov reports and establish distribution rules for each. ● Determine email preferences for report distribution ● Establish parameters for report distribution controls <p>Configure best practice business processes within and train the Customer on the use of the following Report Distribution components:</p> <ul style="list-style-type: none"> ● Control Files ● Print Control Files ● Setup the Report Distribution Environment ● Run Reports ● Prepare Reports for Distribution ● Distribute Reports ● User Functions' ● System Functions
OG Financials Tools	<p>OG Financials Tools are the components in the system that support end-user functionality. OpenGov will configure these tools as part of the system installation and set up work conducted by OpenGov's technical staff. Tools are items like:</p> <ul style="list-style-type: none"> ● Scheduler ● Spooler ● Report Controls ● System Setup processes
System Functions	<p>Configure best practice business processes within and train the Customer on the use of the following System Function components:</p> <ul style="list-style-type: none"> ● Email Parameters ● User Defined Menus ● Report Conversions ● OpenGov Directories ● Global Menu Controls ● Menu Controls ● Additional System Functions ● Transfer Files
Interface and Integrations	
Engagement	High-Level Tasks and Deliverables
Building Interfaces/ Integrations	<p>OpenGov will work with Customer to create interfaces or integrations based on the needs established by Customer for the following systems:</p> <ul style="list-style-type: none"> ● Fusion (UB) ● Egov (Parks and Rec)



	<ul style="list-style-type: none"> ● Accela ● Kronos <p>Further scoping may be required to establish Customers needs and could result in additional hours added to the project.</p>
Financials Data Migration and Mapping	
Engagement	High-Level Tasks and Deliverables
Planning	<p>OpenGov will provide:</p> <ul style="list-style-type: none"> ● A planning session for development and delivery of a Data Migration Timeline ● Data Migration Technical Overview for the technical team ● Regular meetings to: <ul style="list-style-type: none"> ○ Review the status of the data migration effort ○ Review outstanding issues ○ Review the data migration effort and monitor progress to the planned timeline
Data Sets to Migrate	<p>OpenGov led mapping engagements and delivery of migration programs for each of Customer's following migration data sets:</p> <ul style="list-style-type: none"> ● Chart of Accounts/General Ledger ● Accounts Payable ● Budget ● Fixed Assets ● Payroll ● Utility Billing <p>Deliverables:</p> <ul style="list-style-type: none"> ● Data migration maps for programs described herein. ● Data migration programs for programs described herein.
Data Migration Programs	<ul style="list-style-type: none"> ● Delivery of the migration mapping specification for each migration data set ● Delivery of the migration program
Support	<ul style="list-style-type: none"> ● Deliver changes/updates to migration programs needed as a result of the data testing conducted ● Technical Overview and training session and hand-off to Client to complete the data migration runs during the data migration
Financials Training	
Engagement	High-Level Tasks and Deliverables
Train-the-Trainer Model	<ul style="list-style-type: none"> ● Training provided by OpenGov for OpenGov's Financials Suite follows a 'train-the-trainer' methodology. This means that members of the Customer Project Team are considered



	<p>super-users of the system and will be trained to the extent that they will then be able to train other end-users.</p> <ul style="list-style-type: none"> • Customer is responsible for development of departmental or “end-user” training plans, end-user documentation, and the delivery of training to these end-users.
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2.2.3. Budgeting and Planning Suite Scope of Work

Budgeting and Planning Transformation	
Engagement	High-Level Tasks and Deliverables
Budgeting and Planning	<p>With the transformation of Customers Chart of Accounts for use in the OpenGov Financial Suite, OpenGov will provide the following services to Customer for updating their existing Budgeting and Planning platform:</p> <ul style="list-style-type: none"> • OpenGov will upload new Chart of Accounts into Budgeting and Planning Platform • OpenGov will update standard financial reports • OpenGov will build a new Operating budget instance referencing the new Chart of Accounts mimicking the existing “Fiscal year 2020-21 proposed for adoption” configuration • OpenGov will build a new Capital budget instance referencing the new Chart of Accounts mimicking the existing “5-year CIP” configuration • OpenGov will update budget reports based the new budget instances

3. 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 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.

Proposed Timeline*

*subject to change based on customer priorities, preferences, and OpenGov resources



Menlo Park, CA - Estimated Project Schedule		Phase 1					Phase 2									
Stages	Modules / Functionalities	Sept 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021
Initiate	Account Provisioning	█														
	Initial Data Migration and Review (General Ledger, Accounts Payable, Bank Reconciliation) 1 year		█													
	Chart of Accounts		█													
Phase 1 Deploy	General Ledger			█												
	Accounts Payable				█											
	Bank Reconciliation					█										
	Reporting Assessment Integrations/Interfaces Assessment*				█											
Validate	GL, AP, Bank Rec.						█									
User Training	End User Training (5 - 30 Users)						█									
Phase 2 Deploy	Second Data Migration and Review (All Historical) 5 - 7 years						█	█								
	Cash Receipts / Revenue Accounting							█	█							
	Accounts Receivable								█	█						
	Fixed Assets									█	█					
	Requisitions / Purchasing										█	█				
	Purchase Card											█	█			
	Integrations/Interface Buildout							█	█	█						
Reporting Buildout and Training (new Financial) Security (System Setting) - Move Into phase 1 1 month Feb.												█	█	█		
Validate	Core Financials Integrations and Interfaces									█	█					
User Training	Financial User Training (2 - 10 Users)													█	█	█
	End User Training (5 - 30 Users) Integrations/Interfaces Training (2 Users)														█	█
Project Close Out	Final Data Load (GAP Data) Acceptance Testing Post Deployment Support															█
Transformation	Budget & Planning Transformation				█	█										

4. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written 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.

5. Fees and Expenses

5.1. 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.

5.2. 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.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking non-refundable travel expenses. Such expenses shall be in compliance with Customer’s travel and expense guidelines provided to OpenGov.