

## RENEWAL AND AMENDMENT NO. 2 OF AGREEMENT BETWEEN THE COUNTY OF MONTEREY & OpenGov, Inc.

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of providing the County of Monterey with the OpenGov Platform, a proprietary web application, by and between **OPENGOV, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

**WHEREAS**, COUNTY and CONTRACTOR entered into an AGREEMENT on 7/1/2014 for an amount not to exceed \$25,000, and

**WHEREAS**, COUNTY and CONTRACTOR entered into an AMENDMENT NO. 1 to the AGREEMENT on 7/1/2015 to extend the services through June 30, 2016, for an additional amount not to exceed, \$25,000, for a total contract amount not to exceed \$50,000, and

**WHEREAS**, the AGREEMENT expired pursuant to its terms on June 30, 2016;

**WHEREAS**, COUNTY and CONTRACTOR wish to renew and amend the AGREEMENT to revise and extend services for one (1) additional year, through June 30, 2017;

**WHEREAS**, COUNTY and CONTRACTOR wish to increase the compensation under the AGREEMENT by \$25,000 for a total amount not to exceed \$75,000,

**WHEREAS**, COUNTY and CONTRACTOR wish to renew the AGREEMENT retroactive to July 1, 2016 and

**NOW THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The AGREEMENT is renewed retroactive to July 1, 2016, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. **Section 2, “PAYMENT PROVISIONS” shall be amended from, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$50,000,” and modifying it to: “The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$75,000.”**
3. **Section 3, “TERM OF AGREEMENT,” shall be amended from, “The term of this Agreement is from 7/1/2014 to 7/1/2016 unless sooner terminated pursuant to the term of this Agreement,” and modifying it to: The term of this Agreement is from 7/1/2014-6/30/2017, unless sooner terminated pursuant to the terms of this Agreement.”**
4. **EXHIBIT A-1 – Scope of Services shall remain unchanged.**

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the AGREEMENT;
6. A copy of this RENEWAL AND AMENDMENT shall be attached to the original AGREEMENT 7/1/2014.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this RENEWAL AND AMENDMENT NO. 2 as follows:

**COUNTY OF MONTEREY**

**CONTRACTOR**

\_\_\_\_\_  
*Contracts/Purchasing Officer*

By: \_\_\_\_\_  
*Signature of Chair, President, or Vice-President*

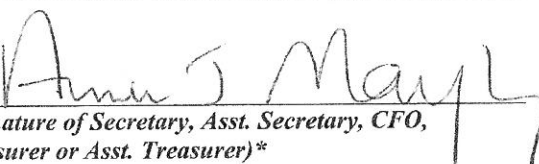
Dated: \_\_\_\_\_

\_\_\_\_\_  
**Printed Name and Title**

Approved as to Fiscal Provisions:

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Deputy Auditor/Controller*

By:   
*(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\**

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Amin J. Mayberry*  
**Printed Name and Title**

Approved as to Liability Provisions:

Dated: 08/24/2016

\_\_\_\_\_  
*Risk Management*

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
*Deputy County Counsel*

Dated: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Amendment.

**AMENDMENT NO. 2**  
**Exhibit A-1**  
**Scope of Work (Services)**

**I. Scope of Work (Services)**

OpenGov will use the financial data provided by the County to sustain the OpenGov Platform for the County. The OpenGov Platform consists of a website that allows users to view multiple years of general ledger and budget data, see year-over-year trends, drill down to the object level, and download and share financial data and graphs. The OpenGov Platform shall be easily and intuitively accessible to all staff and residents, and will be available to unlimited users 24/7. The OpenGov Platform shall provide the County the ability to assign users to Administrator access.

OpenGov will maintain and host the County's site for the duration of the contract. OpenGov will provide all necessary support and training which includes importing and manipulating data, saved views, annotations, and any other OpenGov Platform function. OpenGov will provide site analytics to detail and monitor number of visitors, average duration, sources, and visitor behaviors. OpenGov will update the County's data at a minimum of twice a year to a maximum of 12 times a year. The County shall be notified of and entitled to any updates to the platform.

An OpenGov Account Manager will be available for phone support regarding the product and any technical issues Monday through Friday 8am-5pm.

**II. Performance Requirements**

Should the County request changes or modifications to the data, OpenGov will return a draft version of the County's OpenGov Site within ten (10) days of receiving the required data. The County may request multiple cycles of revisions, and OpenGov will complete all revisions within ten (10) days of receiving the requests from the County.

**III. Maintenance and Downtime**

The OpenGov Platform and the Data shall be available twenty-four (24) hours per day, 365 days per year. If expected downtime is needed, OpenGov will notify the County three business days in advance. OpenGov shall notify the County within three business hours of any unexpected downtime longer than one hour.

**IV. County Responsibilities**

The County has provided OpenGov with at least three years of general ledger data in .csv or.xls format and a copy of the County's Chart of Accounts. The County has designated an Associate Administrative Analyst (or other County designee) as a point of contact to answer OpenGov's questions about the data during the update process. The County will also provide updated financial data on an ongoing basis as per the terms of the contract.

## V. **Payment Provisions**

The County agrees to pay OpenGov a fee of \$25,000 per year for the services outlined in this agreement. The County will be billed on a quarterly basis at a rate of \$6,250 per quarter. OpenGov will send an invoice to the County thirty (30) days after the start of each quarter and the County shall pay all dues within thirty (30) days upon receipt of OpenGov's invoice. The first quarter will begin on the effective date of the contract.