AMENDMENT NO.1 TO AGREEMENT BY AND BETWEEN 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, the County and CONTRACTOR entered into an AGREEMENT on 7/1/2014; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to revise and extend services for one (1) additional year; and

WHEREAS, the County and CONTRACTOR wish to increase the compensation under the AGREEMENT by $25,000 for a total amount not to exceed $50,000.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **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 **$25,000**." **and modifying it to** "The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of **$50,000**."

2. **Section 3, "TERM OF AGREEMENT", shall be amended from** "The term of this Agreement is from **7/1/2014 to 7/1/2015**, unless sooner terminated pursuant to the terms of this Agreement", **and modifying it to** "The term of this Agreement is from **7/1/2014 to 6/30/2016**, unless sooner terminated pursuant to the terms of this Agreement".

3. **Section 7, "TERMINATION"** shall **add "Section 7.04"** which reads "At the end of the term of this Agreement (unless a New Agreement is entered into), all County data shall either be returned to the County or destroyed."

4. **EXHIBIT A** – Scope of Services shall be amended by replacing **EXHIBIT A** with **EXHIBIT A-1**.

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

6. A copy of this AMENDMENT NO.1 shall be attached to the original AGREEMENT dated **7/1/2014.**

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

OPENGOV, INC.

Contracts/Purchasing Officer _Agent_

Dated: _7/7/15_

By: _____
Signature of Chair, President, or
Vice-President

Zachary Bookman, CEO
Printed Name and Title

Dated: _6/24/15_

Approved as to Fiscal Provisions:

_____
Deputy Auditor/Controller

Dated: _2-6-15_

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

Ainslie Mayberry, CFO
Printed Name and Title

Dated: _6/24/15_

Approved as to Liability Provisions:

_____
Risk Management

Dated:

Approved as to Form:

_____
Deputy County Counsel

Dated: _6/29/15_

*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 Agreement.

Amendment NO.1
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 a Business Technology 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 Customer thirty (30) days after the start of each quarter and the Customer 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.