OPENGOV

Statement of Work
County of El Paso, TX

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for County of El Paso, TX ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in Exhibit 1: Implementation Activities. Any additional services or support not detailed in Section 4 Project Scope, the Quote, the End User License Agreement, or DIR-CPO-5327 will be considered out of scope. For purposes of clarity, OpenGov and Customer are parties to a Software Services Agreement through DIR-TSO-4227 with a termination date of September 30, 2026, under County Contract No. 2023-0368 ("Software Services Agreement"). The Software Services Agreement will remain in full force and effect through its termination date and neither this SOW, the Quote, nor the OpenGov End User License Agreement will supersede the terms of the Software Services Agreement, unless the Parties otherwise choose to terminate the Software Services Agreement by written agreement.

1. **Project Scope**

   Under this project, OpenGov will deliver cloud based solutions (detailed list in "Exhibit 1"). OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Exhibit 1.

2. **Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms**

   Adjustments to the deliverables in Exhibit 1 may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. **Project Delivery**

   3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.
   3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. **Project Understanding**

   4.1. Deviations that arise during the proposed project will be managed through the Change Order Process and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

7.3.1. Identification of an issue impeding deployment progres or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8 . Customer Responsibilities

8.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

8.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

8.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

9. Customer's Project Manager

9.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

9.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

9.3. Identify and assign Subject Matter Experts (SME).

9.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

9.5. Participate in project status meetings.

9.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

9.7. Resolve deviations from the estimated schedule.

9.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

9.9. Administer the Change Order Process with the Project Manager, if applicable.

10. Acceptance Procedure

10.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

10.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.

10.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

10.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

10.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

10.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

10.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a

minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

11. Estimated Schedule

11.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

11.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

12. Estimated Project Timeline

12.1. Activities listed in Exhibit 1 will be delivered on an annual basis. The project plan will be agreed upon by the OpenGov and Customer Project Manager.

13. Change Order Process

13.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

13.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

13.3. The approval process for a Change Order is as follows:

14.3.1.Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Online Budget Book New Year Set up

OpenGov will:
- Review existing Online Budget Book templates and table of contents.
- Update reports and set up publications for the customer to add content.
- Export final version to PDF.
- Provide training on:
    - o Create and use Account Summary Reports for the Online Budget Book.
    - o Create and edit Publications.

Customer will:
- Add Customer content including: narrative, images, and data.
- Sign off on PDF.

Monthly Integration Health Checkup

OpenGov will:
- Review the current integration and use of integrated data.
- Consult on best practices or areas of concern to optimize the use of integrated data in OpenGov.

Customer will:
- Identify an IT resource, if needed.

In-depth New Admin Training

OpenGov will:
- Provide training to System Administrators on how to:
    - o Maintain the OpenGov Chart of Accounts.
    - o Upload and manage data for reporting.
    - o Create and share Reports, Dashboards, Stories, and Topics.
    - o Use and copy Online Budget Book Templates.

Customer will:
- Download recorded trainings

Department User Training

OpenGov will:
- Provide up to four (4) one-hour Department User Trainings including the following topics:
  - Upload and manage data for reporting
  - Create and share Reports, Dashboards, Stories, and Topics.

Customer will:
- Invite relevant users to the training
- Download recorded training

Dedicated Training on New Features

OpenGov will:
- Provide training on OpenGov's new features on a quarterly basis.

Customer will:

- Participate in training sessions.

Consulting Hours

OpenGov will:
- Provide up to twenty (20) additional consulting hours. The hours can be used for topics such as:
  - Guidance on Best Practices
  - Additional Training
  - Setting up new features

Customer will:

- Identify how they would like to use the consulting hours as needed.

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