

Statement of Work

City of Corpus Christi, TX

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1. Overview

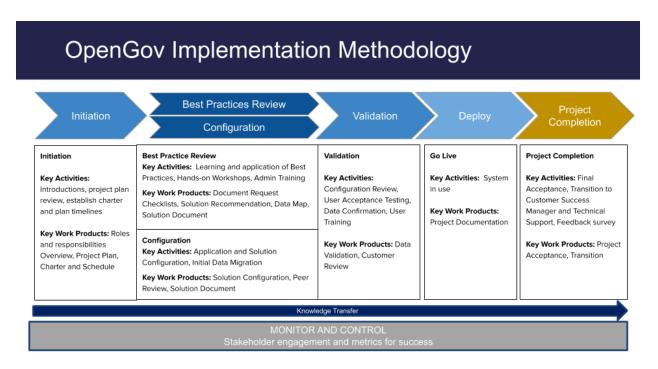
1.1. Preamble

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Corpus Christi, TX ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

• Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov



- and City of Corpus Christi, TX.
- Customer's use of the Professional Services are governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is. Customer has access to all functionality available in the current release.



2. Methodology

OpenGov's deployment methodology, often referred to as the OpenGov Way ("OG Way"), delivers on OpenGov's mission to power more effective and accountable governments. It is an innovative, modern, and iterative approach that leads our customers to successfully deploy our products and help them successfully achieve their vision. The OG Way differentiates itself in the market by its foundation of customer empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sector in order to coach our customers through the change management needed to leverage our quality software. This methodology requires a degree of focus and engagement to ensure



collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can't wait to show you how The OG Way will improve the way you do business and the services you're able to provide to your citizens!

Project Initiation

During project initiation, we will introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both OpenGov and Customer are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents OpenGov has received to date. We'll also provide additional worksheets that need to be included. We'll set-up meetings to finalize the project plan and ensure there is a centralized location for these documents to be stored for collaboration. Lastly, we'll determine the date for the larger kickoff meeting and discuss the agenda for this critical meeting.

Best Practice Review

- OpenGov will provide your team with access to OG University and OpenGov's Resource Center so that you can start learning.
- OpenGov provides checklists with samples of data and information that we'll need completed. We will obtain all data and integration information at this time in our standard format.
- We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tool works in the most effective manner.
- Based on our best practices review and domain expertise, we will make solution recommendations.
- We will align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- OpenGov will review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- OpenGov will present a solution document to be mutually agreed upon prior to starting the configuration.

Configuration

- We will set-up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.



Validation

- Customer reviews the completed work performed during configuration.
- The appropriate members of the Customer project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution
 document will be tracked via an issue log. We will work with your team to identify
 deployment critical issues that will be worked out prior to launch. If the item is not included
 in the mutually agreed upon data map and solution document, a mutually agreed upon
 change order will be discussed as defined in Section 10 Change Management of this SOW.
- The exit criteria for this phase is the sign off by the Customer's Project Manager of the configuration based on the mutually agreed upon solution and data map as defined in Section 9 Acceptance of this SOW.

Deploy

• The solution is usable by Customer.

Project Completion

- Customer is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Customer will be asked to respond to a brief survey to provide feedback about the experience.
- Customer is introduced to Customer Support and educated on how to engage with customer support based on Customer's procured package.

3. Project 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 Project Manager 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/or Customer resources, and the timeliness of deliverables provided by the Customer.



4. Roles and Responsibilities

4.1. Roles and Responsibilities Matrix

OpenGov		
Role	Role Description	
Executive Sponsor ("ES")	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.	
Project Manager ("PM")	Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.	
Implementation Analyst ("IA")	Responsible for helping Customer configure OpenGov's product suites as assigned. The IA is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.	
Subject Matter Expert ("SME")	OpenGov Subject Matter Experts ("SMEs") will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.	
Data Solutions Engineer ("DSE")	Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.	
Account Executive ("AE")	The Account Executive is responsible for the sales cycle. Aligning on program vision, value proposition, and contract terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the	



	customer throughout their journey with OpenGov, post-deployment	
	and beyond.	
Customer Success Manager ("CSM")	The Customer Manager ("CSM") is the primary customer relationship holder post-Deploy. The "Air Traffic Controller" or "Quarterback" of OpenGov resources with focus on long term success of Customer's partnership with OpenGov. The CSM will engage with Customer to discuss adoption strategy and conduct periodic reviews to ensure Customer's key stakeholders understand all OpenGov offerings and how they align to key Customer priorities. The CSM will be introduced at deployment kickoff, but will not be an active participant in deployment working sessions. As the deployment approaches closure, the CSM's engagement will ramp-up, and the OpenGov Project Manager to CSM meeting with Customer will occur prior to Project Completion.	
Customer		
Role	Role Description	
Budget Owner ("BO")	The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.	
Executive Sponsor ("ES")	Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.	
Project Manager ("PM")	Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.	
Project Lead ("PL")	Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the IA.	
Data and SystemsLead ("DSL")	Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer's third-party data	



sources and vendors as needed to fulfill SOW requirements.

5. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects Customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.
- **Executive involvement** is expected from both OpenGov and Customer. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.
- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

5.1. Regular Communication Components

Marathan		Frequency	Purpose	pose Participants	
Meeting				OpenGov	Customer
Quarterly Management Review ("QMR")	Engagement Review	Quarterly	Overview of Program Status, Value Realization, trends, savings reports, program improvement, technology, and discuss program adjustments	PM, ES, others as necessary	PM, PL, ES, others as necessary
	Statement Committee	Bi-Annually	Review of milestones per commercial agreement, review budget and fiscal	PM, ES, AE, CSM	PM, BO. ES



			matters. Discuss strategic direction from deployment, alignment of OpenGov with Customer's 3-year roadmap, evaluate potential shift in strategy and impact to relationship		
Executive Spons	sor Meeting	Monthly / Bi-Monthly	Discuss deployment: - Strategic impacts: timing, scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	PM, ES, plus others as necessary	PM, ES, plus others as necessary
Weekly Deployment Updates		Weekly	Summary of project actions against project plan. Risks and achievements highlighted in addition to asks of leadership.	Project Team + ES(s)	Project Team + ES(s)

5.2. Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Customer and OpenGov. Transparency of the plan is paramount for our Customers to attain the value the SOW or any subsequent change order outlines.



Should direction of the deployment become disconnected, OpenGov and Customer Project Managers will outline the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s)(or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kickoff meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager \rightarrow Professional Services Sr. Manager / SVP \rightarrow OpenGov Executive Sponsor

6. Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised and discussed to move forward with the deployment. OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

6.1. Process

- Identification of an issue impeding deployment progress.
- Customer or OpenGov Project Manager summarizes the problem statement and impasse.
- Customer and OpenGov Project Managers will outline solution, acceptance or schedule executive review in accordance with SLA as defined in Section 7 General Project Assumptions.
- Resolution will be documented and signed off following executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

6.2. Escalation Requirements

- OpenGov and Customer Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, Customer Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator to direction and issue closure. Unless otherwise noted in this SOW, the Customer Executive Sponsor must approve change orders that result in additional cost.
- Customer or OpenGov Subject Matter Experts may be requested to provide input to the issue and assist in closure. Both Customer and OpenGov will make best effort to enable those Subject Matter Experts to be available and participate.



6.3. Documentation

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: Will include any change order(s) or other process adjustments required and summary of the resolution.
- Notes from project meetings, executive reviews, and Steering Committee meetings, as appropriate.

7. General Project Commitments

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

- This SOW is limited to the Implementation of the OpenGov Cloud as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Customer will commit and provide access to all necessary stakeholders and subject
 matter experts, and other key parties whose roles are defined in Section 4.1,
 necessary to the successful implementation of the OpenGov ERP Cloud as defined
 in this SOW.
- OpenGov will perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in the City of Corpus Christi, TX in order to complete its responsibilities under this SOW. OpenGov will work with Customer to determine which activities will be performed on-site during the Initiate phase of the project.
- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
 - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no more than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
 - O As set forth in Section 6.1(e) of the Agreement, if extended delays in Customer responsiveness are encountered, OpenGov may opt to put the project into an "On Hold" status, which includes causing OpenGov to stop or cause to be stopped the Professional Services to be provided to the Customer, until the Customer has fulfilled its obligations set forth in the On Hold Notice as described in the Agreement.



- The Professional Services will be provided during regular business hours (8am to 6pm Central Time) Monday through Friday (holidays excluded).
- SOW Expiration:
 - This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.

8. Project Scope

8.1. OpenGov Reporting & Transparency Platform

8.1.1. OpenGov Reporting & Transparency Platform Project Deliverables

Deliverable	Description
OpenGov Reporting & Transparency Platform	Cloud based Reporting & Transparency Platform that includes:

8.1.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov Reporting & Transparency Platform implementation.

8.1.2.1. Initiate

Functionality	Description
Provisioning Reporting & Transparency Platform	OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.
OpenGov University Platform Training	OpenGov will provide access to OpenGov University online training courses intended to teach users on the basics of the Reporting & Transparency Platform.
Stories and	OpenGov will build out an example of a Story:



Community Feedback Examples	One standard story based on available templates in OpenGov. OpenGov will build out an example of a topic in Community Feedback.
Initial Data Migration	OpenGov will upload any applicable datasets to the OpenGov Platform. Base Budget File Historical Budget and Transactions Files, including beginning balances Budget Reference Year data files OpenGov will accept flat files such as CSV, Text, and/or Excel

8.1.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Stories and Community Feedback Review	The Implementation Analyst will conduct a review of the examples created.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.1.2.3. Configuration

Functionality	Description
Chart of Accounts	OpenGov will Review and give feedback on Customer's general ledger chart of accounts Provide a functional build of the proposed OpenGov Chart of Accounts, and gain sign off on acceptance from Customer. Configure OpenGov Chart of Accounts in OpenGov system
OpenGov Reports	OpenGov will: • Set up 3 OpenGov reports (Annual, Budget to Actuals, and Transactions)

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8.1.2.4. Validation

Functionality	Description
Chart of Accounts	Once built in OpenGov system, Customer will validate and sign off on transformed Chart of Accounts.
Data	Customer will validate and sign off on the datasets uploaded as part of the implementation.

8.1.2.5. **Deploy**

Functionality	Description
Training Stories	OpenGov will review configured story and provide training to Customer on how to: • Create new stories • Update/Maintain current stories • Publish internally and externally
Training Community Feedback	OpenGov will Present configured Community Feedback site and theme. Provide training to Customer on Community Feedback Functionality
Training OpenGov Reports	OpenGov will review configured OpenGov reports. OpenGov will provide training Customer on report:
Training Dashboards	OpenGov will provide training to Customer on Dashboard:
Reporting & TransparencyTr aining	OpenGov will review configured Chart of Accounts (COA) and uploaded data. OpenGov will provide training to Customer on Platform maintenance: • Users • Uploading data • Maintaining COA
Sign Off	Customer will sign off that they have: • Configured Story



 Configured Community Feedback Configured OpenGov reports Training has been provided on Stories, Community Feedback, OpenGov reports, Dashboards 	
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8.2. OpenGov Budgeting & Planning

8.2.1. Budget & Planning Project Deliverables

Functionality	Description
OpenGov Budgeting & Planning Suite	Budgeting & Planning Suite, includes: Operating Budget Workforce Planning Capital Improvement Project Budgeting Online Budget Book Budget Reporting

8.2.2. Project Tasks - Budgeting and Planning

The tasks and responsibilities listed below are required for OpenGov and Customer to successfully complete the OpenGov Budgeting and Planning Suite implementation.

8.2.2.1. Initiate

Functionality	Description
Documentation Receipt	Customer to provide OpenGov:
OpenGov University Budget Training	During the initial phase, OpenGov will provide system training to administrators. Training will include: • How to create • a budget • a proposal • a worksheet

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	 add a line item reselect line items submit a budget Reporting overview Stories overview Community Feedback Overview Workforce Planning Overview
Budget and Workforce Solution Examples	Operating • 2 budget instances in OpenGov • 2 proposals for each budget instance (Traditional and OpenGov) • 3 budget reports • Operating Budget Development • Operating Budget Details • Operating Budget Categories • 1 budget story for review Capital • 1 budget instances in OpenGov • 2 proposals • 3 budget reports • Capital Budget Development
	 Capital Budget Details Capital Budget Categories 1 capital story for review Workforce Planning Shell 4 Standard cost elements Wages Insurance Retirement Taxes
Online Budget Book Examples	OpenGov will build out: • Look and feel of Online Budget Book • Best practice templates for: • Home Page • Generic (multi-use) • Operating • Department • Capital • Capital Project



8.2.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Budget and Workforce Solution	The Implementation Analyst will conduct a review of the examples created and work with the customer to confirm a budget format on which to move forward.
Online Budget Book Solution	The Implementation Analyst will conduct review of Online Budget Book templates and work with Customer to confirm format and approach.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.2.2.3. Configure

Functionality	Description
Base Budget File	OpenGov will configure and upload Customer's base budget file into OpenGov.
Budget Configuration	Based on the Review and Confirmation phase OpenGov OpenGov will set up Customer's preferred budget format: Operating • 1 Budget instance • Up to 50 Proposals (Department) • Corresponding worksheets (single, fund, division, or function) • 1 standard budget Story template Capital • 1 Budget instance • Up to 50 Proposals (Department or Project) • Corresponding worksheets (single, fund, division, or function) • 1 standard capital Story template Based on the review of the Workforce Planning Shell and with the guidance of the Implementation Analyst, Customer will: • Buildout remaining cost elements • Populate position template • Validate Workforce calculation



Budget Configuration Working Sessions	OpenGov will hold working sessions between the Implementation Analyst and Customer for the purpose of validating, reviewing, and iterating upon draft budget instances. Session will focus on: Set up Structure Workflow User access
Administrator Budget Management Training	OpenGov will provide 1, 60-Minute training session(s) to enable Customer's Budget Administrators to manage and maintain their OpenGov budgets including: • User access • Approval workflow • Cloning • Phases • Proposal status
Dataset and View Configuration	OpenGov will set up 1 export and dataset view to enable budget reports
Budget Report(s)	Operating Operating Operating Budget Milestones Operating Budget Development Operating Budget Details Operating Budget Categories Capital Capital Budget Development Capital Budget Details Capital Budget Categories Capital Budget Details Capital Budget Details Capital Budget Details Capital Budget Categories Capital Budget Categories Capital Plan Report
Budget Exports and Reporting Training	OpenGov will provide1, 60-Minute training session(s) to enable Customer to own, manage and maintain their OpenGov Budget Data and Reports including: • Exports • Dataset views • Reports
Online Budget Book Administrator Training	OpenGov provide one 60-Minute session for training on the following topics: Using and copying templates How Datasets and Reports work in Stories How the Online Budget Book works with Transparency Portal



	Preparing for updating and ongoing use
Online Budget Book Configuration	Once templates are finalized, OpenGov will: Create one Story shell from templates for Up to 50 departments Up to 50 projects Create up to 2 reports for use in the Online Budget Book Create OpenGov report views and add report tiles to created templates. OpenGov will provide up to 10 one-hour working sessions to answer Customer questions on Online Budget Book Configuration. Once trained, Customer will: Build out remaining Stories required for Online Budget Book to include: Narrative OpenGov Report Views Images Data not in OpenGov Set up additional Online Budget Book stories. Create views in Online Budget Book Report(s)
	 Add report views to online budget book stories Add narrative content to Online Budget Book Stories Add any additional content to Online Budget Book Stories Make Stories public and Publish Online Budget Book

8.2.2.4. Validation

Functionality	Description
Validation of Configured Budgets	The OpenGov Project Manager and Implementation Analyst will confirm with Customer's Project Lead that all budget proposals are configured properly based on the agreed upon format.

8.2.2.5. **Deploy**

Functionality	Description
Internal Budget User Training	OpenGov will provide up to 3, one-day onsite training session(s) to enable Customer's internal users to understand budgeting requirements.
Sign Off	Customer will provide written sign off that all Budgets and Reports have been

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configured based on agreed upon formats.

8.3. Financial Integration

8.3.1. Financial Integration Deliverables

Functionality	Description
Financial Integration	OpenGov will work with Customer's IT Staff and Project Team to set up a one way data integration from Lawson to OpenGov

8.3.2. Financial Integration Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the Financial Integrations with OpenGov.

8.3.2.1. Initiate

Functionality	Description
Solution Review	OpenGov will review the proposed solution with Customer • Functionalities to be Integrated • Actuals (Revenue and Expenses) • Budget • Integration Approach • SFTP (File Transfer) • OpenGov Assumes: • The data will be linked to the Customer's COA. • Integration is unidirectional from the Customer's accounting software into OpenGov.
Data Files [SFTP]	Customer will provide the data in the required format associated with the functionalities • Data Files for Historical Years • Data Files for Current Year • Automate the file transfers into the OpenGov SFTP location
Data Analysis	OpenGov will perform the data analysis To align with the required functionalities To align with the COA

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8.3.2.2. Configuration

Functionality	Description
Integration Setup	OpenGov will perform the following SFTP Setup Sample File Format OpenGov Assumes: OpenGov will require assistance from Customer to understand source system specific customizations and configurations when building the data extract. When OpenGov is not able to access or extract data as per requirements, Customer should provide the data files in CSV format into OpenGov SFTP Location. When the source accounting software is hosted by a third party vendor on behalf of Customer, Customer is responsible for brokering OpenGov's access to Customer's data residing at the vendor's premises in accordance with OpenGov's data formatting requirements.
Configuration and Testing	OpenGov will perform the Configuration to Extract, Transform (when required) and Load the data Build Reports for the required functionalities Initial validation of data

8.3.2.3. Validation

Functionality	Description
Data Validation	OpenGov team to work with Customer to Validate the historical data Validate the current year data OpenGov Assumes: Customer will provide data to validate against (PDF export). Data should be received prior to the start of the integration. OpenGov will perform the validation for data accuracy for the Integration, working jointly with Customer team to approve the Financial Integration data.



8.3.2.4. Deploy

Functionality	Description
Deployment and Wrap Up	OpenGov will perform the Configuration to • Schedule the current year data load • Provide training to the administrators • Monitor the data load
Sign Off	 Customer will complete OpenGov-provided sign off document acknowledging Accuracy of the data for historical years and current year associated with the functionalities Accuracy Reports associated with the functionalities Training was provided on the Integration Functionalities

9. Acceptance

9.1. Acceptance Process

All Deliverables require acceptance from the Customer Project Manager(s) following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov Project Manager shall notify the Customer Project Manager(s) and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria.
 OpenGov Project Manager will provide the Customer Project Manager with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate that the particular Deliverable(s) does not meet Customer's requirements.
 Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to



- revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.
- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

9.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- 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. Change Management

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 or email, by both Customer and OpenGov, and documented as such via a:

- Change Order 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 and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Signed by OpenGov and Customer Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.



Example of changes that might arise during a deployment:

- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- Change in type of OpenGov resources to support the SOW.

11. Travel

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.

Unless otherwise agreed to by the parties, such travel and expenses shall not exceed \$10,000 for the work specified in this SOW. If additional travel is needed as per discussion with the Customer, it will be mutually agreed upon and be billed as incurred.

OpenGov	Date	
Josh Chronley, Asst Director City of Corpus Christi	Date	
As Approved To Legal F	Form	
Asst. City Attorney	Date	