



City of Pembroke Pines

**SECOND AMENDMENT TO OPENGOV MASTER SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
OPENGOV, INC.**

THIS AMENDMENT (“Second Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

OPENGOV, INC., a For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **660 3rd Street, Suite #100, San Francisco, California 94107** hereinafter referred to as "VENDOR". "CITY" and "VENDOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **March 20, 2024**, the CITY Commission approved the OpenGov Master Services Agreement (the "Master Services Agreement") and Order Form #OG-Q014470 for the provision VENDOR's eProcurement software suite in the amount not to exceed \$134,912.07; and,

WHEREAS, pursuant to CITY Commission's Approval of the Master Services Agreement and Order Form #OG-Q014470 the CITY executed and entered into the Master Services Agreement on **March 28, 2024**; and,

WHEREAS, the Master Services Agreement is set to expire on **September 30, 2026**, and authorizes for its renewal upon expiration of the initial term for **two (2) additional three (3) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **January 27, 2025**, the Parties executed the First Amendment to the Original Agreement to authorize the CITY's purchase and use of VENDOR's Budgeting and Planning: Online Budget Book Bundle under the Master Services Agreement in the amount of \$136,202.40, thereby increasing the total compensation amount not to exceed under the Master Services Agreement from \$134,912.07 to \$271,114.47; and,

WHEREAS, the Parties desire to establish a one-time upfront lump-sum payment in the amount of \$359,369.52 for the three (3) year renewal term, in lieu of the annual payment option which provides for five percent (5%) annual price increases, as the negotiated upfront lump-sum payment option provides the CITY with savings of \$17,980.46 over the renewal term; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended,



City of Pembroke Pines

for an additional **three (3) year** period, commencing on **October 1, 2026**, and expiring on **September 30, 2029** ("Renewal Term"), and to establish a one-time upfront lump-sum payment in the amount of \$359,369.52 for the Renewal Term, as more particularly described in Order Form No. 17672, attached hereto as **Exhibit "A-2"** and incorporated herein by reference, as set forth in this Second Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **three (3) year** period commencing on **October 1, 2026**, and expiring on **September 30, 2029**.

SECTION 3. Notwithstanding any provision of the Original Agreement, as amended, to the contrary, the payment structure for the Renewal Term shall be revised to provide for a one-time upfront lump-sum payment in the amount of **THREE HUNDRED FIFTY-NINE THOUSAND, THREE HUNDRED SIXTY-NINE DOLLARS AND 52/100 CENTS (\$359,369.52)**, in lieu of annual payments. The upfront lump-sum payment shall constitute full compensation for all services to be provided during the Renewal Term in accordance with the pricing and terms set forth in Order Form No. 17672, attached hereto as **Exhibit "A-2"** and incorporated herein by reference.

SECTION 4. Scrutinized Companies.

4.1 VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created



pursuant to Section 215.473, Florida Statutes; or

4.1.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section.

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately.



City of Pembroke Pines

Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Second Amendment, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 7. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Second Amendment, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 8. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Second Amendment and submitting the executed required affidavit, the VENDOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 9. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.



City of Pembroke Pines

By entering into this Second Amendment, VENDOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Second Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 10. Compliance with Foreign Entity Laws. VENDOR (“Entity”) hereby attests under penalty of perjury the following:

- 10.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 10.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 10.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 11. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 12. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 13. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 14. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.



City of Pembroke Pines

SECTION 15. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



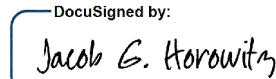
City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:

A563A1DDEFD5417...
Print Name: Jacob G. Horowitz
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

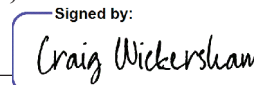
GABRIEL FERNANDEZ, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

VENDOR:

OPENGOV, INC.

Signed By: 
61EB0B86479D4EB...

Date Signed: July 17, 2026

Printed Name: Craig Wickersham

Title: General Counsel



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: July 17, 2026

ENTITY: OpenGov, Inc.

SIGNED BY: Signed by:
Craig Wickersham
61EB0B86479D4EB... _____

NAME: Craig Wickersham

TITLE: General Counsel



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q-17672
Created On: 06/10/2026
Order Form Expiration: 09/30/2026
Subscription Start Date: 10/01/2026
Subscription End Date: 09/30/2029

Prepared By: Madison Lachance
Email: mlachance@opengov.com
Contract Term: 36 Months

Customer Information:

Customer:	City of Pembroke Pines, FL	Contact Name:	Mark Gomes
Bill To/Ship To:	601 City Center Way Pembroke Pines, Florida 33025 United States	Email:	mgomes@ppines.com
		Phone:	9545189020

Order Details:

Billing Frequency: Upfront
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Budgeting & Planning: Online Budget Book Bundle	10/01/2026	09/30/2027	\$67,146.19
OpenGov Core Procurement and Contracts	10/01/2026	09/30/2027	\$52,643.65
Budgeting & Planning: Online Budget Book Bundle	10/01/2027	09/30/2028	\$67,146.19
OpenGov Core Procurement and Contracts	10/01/2027	09/30/2028	\$52,643.65
Budgeting & Planning: Online Budget Book Bundle	10/01/2028	09/30/2029	\$67,146.19
OpenGov Core Procurement and Contracts	10/01/2028	09/30/2029	\$52,643.65

Customer Billing/Service Periods:

Period:	Total:
10/01/2026	\$119,789.84

10/01/2027	\$119,789.84
10/01/2028	\$119,789.84

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement, as amended, ("MSA") between OpenGov and the entity identified above ("Customer") dated 3/28/2024. The "Agreement" consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has been reviewed, and agrees to be legally bound by the Agreement. Each party’s acceptance of this Agreement is conditional upon the other’s acceptance of the Agreement to the exclusion of all other terms.

City of Pembroke Pines, FL:

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

OpenGov, Inc.

Signed by:
Signature: *Craig Wickersham*
61EB0B86479D4EB...
Name: _____
Craig Wickersham
Title: _____
General Counsel
Date: _____
July 17, 2026



City of Pembroke Pines

**FIRST AMENDMENT TO OPENGOV MASTER SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND OPENGOV, INC.**

THIS AMENDMENT ("First Amendment") dated January 27, 2025, is entered into by and between:

The City of Pembroke Pines, a Florida municipal corporation organized and operating under the laws of the state of Florida with an address of 601 City Center Way, Pembroke Pines, FL. 33025 ("CITY");

and

OpenGov, Inc., a Foreign Profit Corporation registered to do business in the state of Florida with a principal address of **660 3rd Street, Suite #100, San Francisco, CA 94107** ("VENDOR"). The CITY and VENDOR shall be collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, On March 20, 2024 the City Commission approved the OpenGov Master Services Agreement (the "Master Services Agreement") and Order Form Number OG-Q014470 for the provision VENDOR's eProcurement software suite in the amount not to exceed \$134,912.07; and

WHEREAS, pursuant to the City Commission's approval of the Master Services Agreement and Order Form Number OG-Q014470, the City executed and entered into the Master Services Agreement on March 28, 2024; and

WHEREAS, the CITY desires to purchase and utilize VENDOR's Budget and Planning Software Suite under the Master Services Agreement for a total amount not to exceed \$136,202.40 in order to improve the manner in which CITY captures and stores content for its budget book through a range of functionalities offered by VENDOR's Budget and Planning Software Suite; and

WHEREAS, the purchase of the Planning and Budget Software Suite shall raise the maximum contract price of the Master Services Agreement to \$271,114.47; and

WHEREAS, Section 13 of the Addendum to the Master Services Agreement provides that the Master Services Agreement may be amended pursuant to a written document executed by the Parties; and

WHEREAS, the Parties desire to supplement the terms contained in the Master Services Agreement as set forth in this First Amendment.

W I T N E S S E T H

NOW THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:



SECTION 1. The recitations set forth in the above “WHEREAS” clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 7.1.1 of the Master Services Agreement, entitled “Fees”, is hereby amended as follows:

Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Forms, and OpenGov will invoice Customer accordingly. For the Initial Term, the not-to-exceed amount is \$271,114.47. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer’s designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

SECTION 3. Scrutinized Companies. VENDOR, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as may be amended from time to time, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Counterparts and Execution. The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

SECTION 5. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., as may be amended from time to time, a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,



City of Pembroke Pines

subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., as maybe amended from time to time, an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., as may be amended from time to time, non-governmental agencies contracting with CITY are required to provide an affidavit attesting that the non-governmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the VENDOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended from time to time, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, VENDOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. Compliance with Foreign Entity Laws. VENDOR ("Entity") hereby attests under penalty of perjury the following:

- 9.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 9.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);



City of Pembroke Pines

9.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);

9.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);

9.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,

9.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Master Services Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. The Parties agree that in all other respects, the Master Services Agreement shall remain in full force and effect, except as specifically modified herein.

SIGNATURE PAGE AND AFFIDAVIT FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Signed by:

Paul Hernandez

28F04075060A4D2...

Print Name: Paul Hernandez

OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY: Angelo Castillo

E2D2D4AA8795454...

January 23, 2025

MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:

Debra Rogers

F8EA9A23A58B417...

January 27, 2025

DEBRA E. ROGERS, CITY CLERK

DocuSigned by:

BY: Charles F. Dodge

47B966ECFDAD4AC...

January 27, 2025

CHARLES F. DODGE, CITY MANAGER

VENDOR:

OPENGOV, INC.

DocuSigned by:

Signed By: Joe Lane

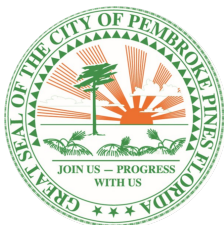
D433DB530DE4424...

January 8, 2025

Printed Name: Joe Lane

Title: Sr. Director of Finance

Signed by:





City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: January 8, 2025

ENTITY: OpenGov, Inc.

SIGNED BY: DocuSigned by:
Joe Lane
D433DB530DE4424...

NAME: Joe Lane

TITLE: Sr. Director of Finance



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q018581
Created On: 12/26/2024
Order Form Expiration: 1/31/2025
Subscription Start Date: 1/31/2025
Subscription End Date: 9/30/2026

Prepared By: Kelly Ammons
Email: salesops@opengov.com
Contract Term: Prorated + 12 Months

Customer Information			
Customer:	City of Pembroke Pines, FL	Contact Name:	Mark Gomes
Bill To/Ship To:	601 City Center Way Pembroke Pines, FL 33025 United States	Email:	purchasing@ppines.com
		Phone:	954-518-9020
Order Details			
Billing Frequency:		Annually in Advance	
Payment Terms:		Net Thirty (30) Days	

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Budgeting & Planning: Online Budget Book Bundle Community Feedback, Dashboards, Financial Integration, Online Budget Book, Reporting & Analytics, Story Builder, Transparency	1/31/2025	9/30/2025	\$42,600.00
Budgeting & Planning: Online Budget Book Bundle Community Feedback, Dashboards, Financial Integration, Online Budget Book, Reporting & Analytics, Story Builder, Transparency	10/1/2025	9/30/2026	\$63,900.00
Annual Subscription Total:			See Service Terms

PROFESSIONAL SERVICES:			
Product / Service	Description		
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.		
Professional Services Total:			\$29,702.40

Service Terms			
Service Date:	Amount:		
January 31, 2025	\$72,302.40	(Prorated Software Fee + Professional Services)	
October 1, 2025	\$63,900.00	(Annual Software Fee)	

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") between Customer and OpenGov dated 3/28/2024.

The "Agreement" consists of the Order Form(s), MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Pembroke Pines, FL

DocuSigned by:

47B966ECFDAD4AC...

Signature:

Name: Charles F. Dodge

Title: City Manager

Date: January 27, 2025

OpenGov, Inc.

DocuSigned by:

D433DB530DE4424...

Signature:

Name: Joe Lane

Title: Sr. Director of Finance

Date: January 8, 2025



Statement of Work

City of Pembroke Pines, FL

Creation Date: 12/13/2024
SoW Expiration Date: 3/13/2025
Document Number: PS-07661.1
Created by: Sidney Barnes

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Pembroke Pines, FL ("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 Exhibit 1 will be considered out of scope.

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 [Section 14](#).

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 (as defined in [Section 14](#)), 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.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

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

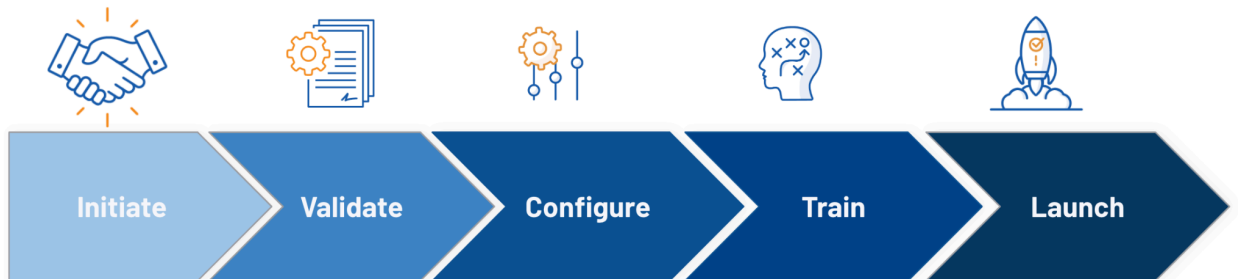
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

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. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when Customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.

8.2.2. OpenGov will confirm the Data Validation strategy.

8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.

8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.

8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.

8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.

8.4.2. OpenGov will provide Administrator training.

8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).

8.4.4. Customer will Sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.

8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. 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.

9.2. Provide the required data to OpenGov within seven (7) 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.

9.3. 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.

10. Customer's Project Manager

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

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

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

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

10.5. Participate in project status meetings.

10.6. 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.

10.7. Resolve deviations from the estimated schedule.

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

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

11. Acceptance Procedure

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

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

11.3. 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.

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

11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. 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.

11.7. 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.

12. Estimated Schedule

12.1. 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.

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

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4
Initiate	Project Preparation and Kick Off				
Validate	Requirements Matrix				
Configure	Chart of Accounts				
	Online Budget Book				
Train	Administrator Training				
Launch	Go Live, HyperAdoption, Project Closure				
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					

14. Change Order Process

14.1. 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.

14.2. 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

14.3. 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

Budgeting & Planning

Use Cases Build for Budget and Planning:

- Budget Book Publication

Initiate

Provisioning Budget & Planning

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
 - o Review deliverables
 - o Review technical requirements
 - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Chart of Accounts (COA)

OpenGov will:

- Build Customer's COA in OpenGov in accordance with OpenGov technical requirements.
- Review configured COA and uploaded data and provide training to Customer on how to:
 - Manage new codes
 - Edit COA
 - Create Masks

Customer will:

- Provide current COA and transactional data.
- Validate and provide sign off on COA.
- Maintain the COA following configuration.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been configured.

Budget Book Publication

OpenGov will:

- Based on best practices, build out the look and feel of six (6) Standard OBB Templates:
 - Home Page
 - Generic (multi-use)
 - Operating
 - Department
 - Capital
 - Capital Project
- Create an Annual Budget Report and FTE Report using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.
- Create Department and Project OBB Story Shells from OBB Templates for up to fifty (50) Departments and up to fifty (50) Projects and add OpenGov Report Views to Department and Project Story Shells.
- Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration.

Customer will:

- Provide logo and branding colors to OpenGov.
- Provide complete OBB content to allow OpenGov to copy and paste into the OBB.
- Sign off on OBB Templates prior to OBB Story Page Configuration.
- Validate and sign off on OBB pages.
- Make any continuing edits to the content after OpenGov has added the content to the appropriate story.

Completion Criteria

- Customer sign-off that the Budget Book Publication templates are configured.

Community Feedback Topic

OpenGov will:

- Configure one (1) standard budget topic in Community Feedback.
- Review configured OpenGov Topic and provide training to Customer on how to:
 - Create new topics
 - Manage topics
 - Set Topics to Public and Closed.

Customer will:

- Provide logo and branding guidelines.
- Validate and provide signoff on the standard budget topic.
- Update the standard budget topic with Customer relevant information.

Completion Criteria

- Customer sign-off that Community Feedback has been configured.

Train

Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
 - Review configurations;
 - Provide training on system functionality;
 - Gain feedback; and
 - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:
 - Understand configurations;
 - Gain training on system functionality;
 - Give feedback; and
 - Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

Reporting & Transparency Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Maintain the Chart of Accounts
 - Upload and manage data for reporting
 - Create and share Reports, Dashboards, Stories, and Topics.

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- Reporting & Transparency Administrator Training has been conducted.

Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
 - Use and copy OBB Templates
 - Add Reports Views to Stories

- Add Customer content including: narrative, images, and external data to Stories
- Publish Stories
- Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- Publication Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Customer will:

- Identify issues and attend sessions.

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Budgeting & Planning Technical Requirements

Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

Financial Data Files (Transactional Export)

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

Financial Data Files (Summary Revenue and Expense Export)

- PDF export

Logo Image

- .jpg or .png format
- Transparent

Branding Guidelines

- Hex codes

Powering More Effective and Accountable Government

Proposal and Investment Summary





Pembroke Pines Budget Vision

Transform Pembroke Pines' budgeting process with modern, cloud-based solutions that enhance efficiency, transparency, and public engagement. We aim to empower our team and city leadership to make data-driven decisions while fostering accountability and collaboration across departments.





Become a High Performing Organization

Current State

- **KPI Management:** Manual, time-consuming process with limited departmental engagement, making data collection slow and cumbersome.
- **Public/Commission Engagement:** Static, 500+ page budget book results in poor public engagement and limited accessibility for the new commission, leading to transparency challenges.
- **Public Transparency:** Limited public visibility into budget and performance metrics, causing disengagement from residents and underutilization by the commission.



Become a High Performing Organization

Future State | Achieving your 2024/25 Goals

- **KPI Management:** Automated, real-time data collection and reporting, reducing manual workload and improving departmental accountability.
- **Public/Commission Engagement:** Interactive, digital budget book that enhances transparency, accessibility, and engagement for both residents and the new commission.
- **Public Transparency:** Seamless integration of financial and performance data into a user-friendly platform, increasing public engagement and fostering trust.



OpenGov: The Florida Gold Standard



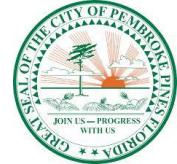
- **2,000 Partners across the United States**
- **Existing partnership with the City with our Procurement Suite**
- Budget Book and Online Budget Book publication and reporting solution
- City-wide Performance Reporting for City Leadership
- Purpose-Built, Government-Only Company
- 2 of 5 Technology Suites Offered as Part of the OpenGov Cloud, which could assist with other areas, such as Permitting, Procurement, and Tax and Revenue
- **Integration to existing Tyler Munis**
- **Mature Professional Services Department Built w/ Former Government Employees and OpenGov Partners | Expertise w/ Change Management**



Trust but Verify

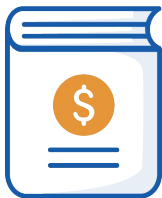
- Annual SOC2 audit: 5 suites in 2024
- Security, Reliability, Processing Integrity & Availability.





Built to Drive Value

Quantifiable Results from your Investment



50% less time

spent on
production of
Budget Book



80% less time

spent on
reporting



20% fewer

information
requests (FOIA)

Why The Right Partner Matters

Local Government Expertise on Staff to Support	✓	✗	- Support and solution experts that have been in your shoes and faced your exact problems - Better help you design and implement
Fully-Integrated Data and Systems	✓	✗	- One product start-to-finish for seamless and accurate data flow - Year-round budget and performance reporting with automatically fresh data to reduce errors and confusion
SOC 2 Type 2 Data Security	✓	✗	- Best-in-class security cannot be compromised on - Protect your data, your processes, and your reputation
A True Partner Now and in the Future	✓	✗	- Full-service implementation support with comprehensive training - Repeated year-over-year awards in customer support - Expansive mission-critical software offerings, all from one vendor
Budget Your Way	✓	✗	- Don't be confined to one fixed template - Budget using YOUR process, budget structure, chart of accounts, data, calculations, branding, designs, templates, access controls

Budgeting Book and Reporting

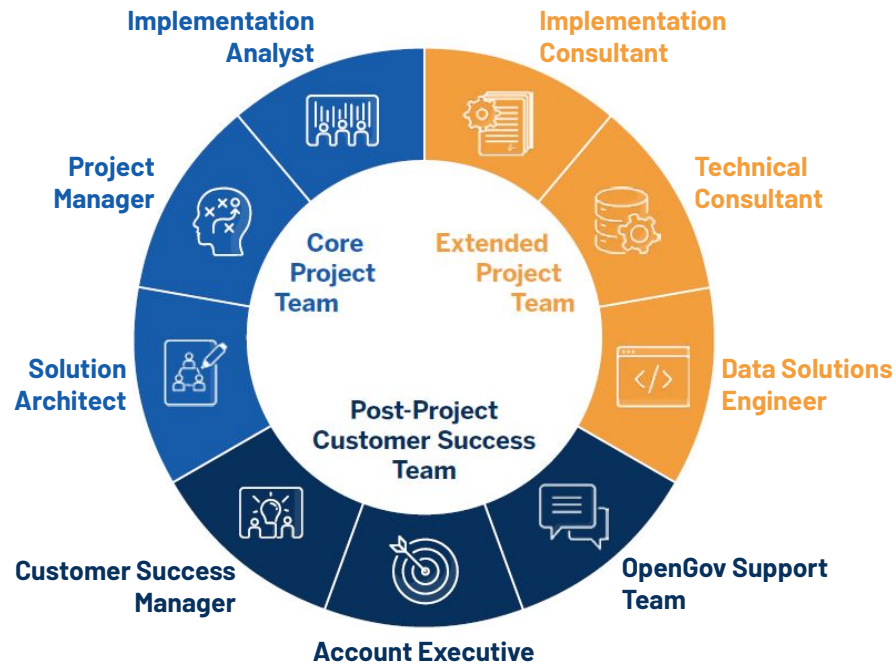
"Affordable homes, good paying jobs, reliable mass transit, and an overarching view of resiliency and sustainability – that's what OpenGov allows us to track."

Jane Castor, Mayor | City of Tampa, FL



A Team of Experts in Your Corner

- Over 700+ Years of Government Experience
- 8 Stevie Awards for Customer Service Excellence
- Tried and True - Thousands of Successful Implementations



"The deployment team has been incredibly knowledgeable, efficient, and responsive - all while making complex concepts and tasks enjoyable with their superb customer service skills and exceptionally quick wit. Their desire for our success has been clear from day one; it has been a pleasure to work with them!"

Heather Toner, Office of Management and Budget, Pasco County, FL

Value of Support and Services

“Investing in services and subject matter expertise to make you successful is not a bad thing”

“Other Vendor” Services

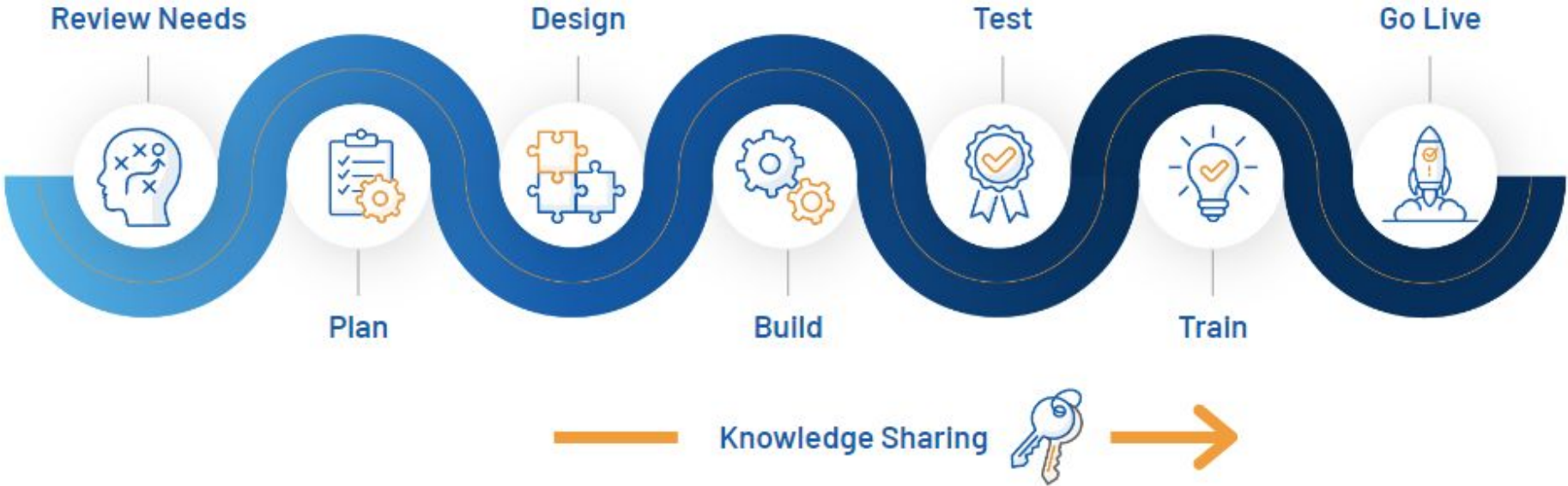
- Chart of Accounts Formatting
(You must fit their requirements)
- Historical Data Uploading
- Video Training Setup to train yourself

OpenGov Services

- Unique Chart of Accounts Mapping and Consulting ✓ **Local Government Subject Matter Expert Consultants**
- Historical Data Uploading ✓ **Reporting Build and Design**
- Video Training Setup ✓ **Dashboard Creation**
- ✓ **Budget Book Publication Support** ✓ **Ongoing Support through your Budget Process**
- ✓ **User creation and setup support** ✓ **Tailored Training**



Professional Services Deployment





Pembroke Pines - Implementation Timeline

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4
Initiate	Project Preparation and Kick Off				
Validate	Requirements Matrix				
Configure	Chart of Accounts				
	Online Budget Book				
Train	Administrator Training				
Launch	Go Live, HyperAdoption, Project Closure				
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					



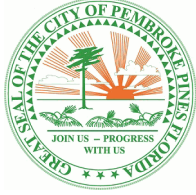
OpenGov Proposal @ Pembroke Pines – Budget Book

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Cloud Budget Book, and Reporting - Unlimited Users & Data Storage; all hosting, patches, upgrades, and enhancements included:

OpenGov Proposal for Pembroke Pines 2025					
Subscription Year	Months	NASPO OG-SWBA-B300500M-AR-3Y	Pembroke Pines Software Price	Professional Services	Annual Total
January 31, 2024 – September 30, 2025	8	\$85,659	\$42,600	\$29,702.40	\$72,302.40
October 1, 2025 – September 30, 2026	12	\$102,791	\$63,900	\$0	\$63,900

OpenGov Proposal Includes:

- Budget Book and Reporting: Budget Book, Online Interactive Budget Book with custom templates to choose from, Performance Reporting, Dashboards, Community Feedback, Stories and Publications, Support.
- Unlimited Users, Unlimited Data Storage, Unlimited Templates, Unlimited Reports
- 40% Software Discount, totalling \$40,000 in annual savings. Contingent on commitment for agenda placement on either the December 18th or the January 15th Council Meetings
- 3 year Term. 5% increase waived from Yr. 1 to Yr. 2
- Ability to leverage current master agreement with solution add-on
- 2 complimentary tickets to OpenGov Transform 2025 at Texas Stadium. (\$5,000)



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 10.

File ID: 25-1227

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/07/2025

Short Title: Motion to Approve OpenGov Budget Book Software

Final Action: 01/15/2025

Title: MOTION TO APPROVE THE FIRST AMENDMENT TO THE CITY'S MASTER SERVICES AGREEMENT WITH OPENGOV TO PURCHASE OPENGOV'S BUDGETING AND PLANNING SOFTWARE SUITE, WHICH INCLUDES THEIR COMMUNITY FEEDBACK, DASHBOARDS, FINANCIAL INTEGRATION, ONLINE BUDGET BOOK, REPORTING & ANALYTICS, STORY BUILDER, AND TRANSPARENCY FEATURES, FOR AN AMOUNT NOT TO EXCEED \$136,202.40, FOR A PERIOD THROUGH SEPTEMBER 30, 2026, PURSUANT TO SECTION 35.18(C)(7) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 01/15/2025

Agenda Number: 10.

Internal Notes:

Attachments: 1. OpenGov Order Form #Q018581 for the Budgeting & Planning Software Suite, 2. First Amendment to Open Gov Master Services Agreement, 3. OpenGov Proposal and Investment Summary for the Budgeting & Planning Software Suite, 4. OpenGov Statement of Work for the Budgeting & Planning Software Suite, 5. OpenGov Master Service Agreement and Order Form for OpenGov's e-Procurement Software Suite, 6. Links to Sample Websites

Related Files:

1	City Commission	01/15/2025	approve	Pass
Action Text: A motion was made by Commissioner Rodriguez, seconded by Vice Mayor Good Jr., to approve Item No.10. The motion carried by the following vote:				
Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez				
Nay: - 0				

MOTION TO APPROVE THE FIRST AMENDMENT TO THE CITY'S MASTER SERVICES AGREEMENT WITH OPENGOV TO PURCHASE OPENGOV'S BUDGETING AND PLANNING SOFTWARE SUITE, WHICH INCLUDES THEIR COMMUNITY FEEDBACK, DASHBOARDS, FINANCIAL INTEGRATION, ONLINE BUDGET BOOK, REPORTING & ANALYTICS, STORY BUILDER, AND TRANSPARENCY FEATURES, FOR AN AMOUNT NOT TO EXCEED \$136,202.40, FOR A PERIOD THROUGH SEPTEMBER 30, 2026,

PURSUANT TO SECTION 35.18(C)(7) OF THE CITY'S CODE OF ORDINANCES.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(7)(h) states, "Copyrighted materials, including computer software;"

- Section 35.18(C)(7)(i) states, "Software licensing and maintenance with the company from which the software was purchased, or its authorized representative;"

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

- Section 35.28(B) states that "Notwithstanding the provisions of (A) above, the City Manager is not authorized to approve a change order without authorization of the City Commission where the initial purchase required the City Commission's approval and where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or \$25,000."

SUMMARY EXPLANATION AND BACKGROUND:

1. On March 20, 2024, the City Commission approved entering into a Master Services Agreement with OpenGov for the provision of OpenGov's eProcurement software suite, in the amount not to exceed \$134,912.07. The agreement was executed by the parties on March 28, 2024, for a period which will expire on September 30, 2026. In addition, the agreement may be renewed for two additional three-year terms, subject to written consent of the parties.
2. For the last twenty-seven (27) years, the City's Finance Department has received the Government Finance Officers Association Distinguished Budget Presentation Award. In

Agenda Request Form Continued (25-1227)

order to qualify for this award, the City's budget document is vigorously judged in several categories including meeting program criteria as a policy document, as an operational guide, and as a communications device. While we intend to pursue and proudly receive this award annually, technology has advanced and there are new ways for us to improve the way we communicate the budget document to our residents and stakeholders.

3. Currently, the Finance Department uses an in-house application to capture and store content for its budget book. Additionally, Microsoft applications are employed to create tables and charts for the budget book, which is ultimately produced into a static PDF document with over 500 pages and posted online. By procuring OpenGov's budget bundle, the City will improve the transparency and communication of its budget and strategic plans through a range of functionalities such as:
 - Creation of a digital budget book with interactive charts and graphs.
 - An online interactive Strategic Plan with status updates.
 - The ability to generate various types of interactive digital reports which can be translated to over 100 languages/dialects with just a drop-down menu selection.
 - Allows for citizen engagement through surveys and feedback.
 - Integration with our Tyler ERP system through a file exchange
4. OpenGov currently has over 2,000 clients nationally, including over 100 in the state of Florida, as well as a current existing partnership with the City through the eProcurement software suite. Some of OpenGov's Budget and Performance customers, in Florida, include Deerfield Beach, Pompano Beach, Homestead, Tampa, St. Cloud, Clermont, Sanibel, Palm Beach Gardens, Port St. Lucie, Clearwater, Sarasota, Bartow, Martin County, Apopka, St. Augustine, Sunny Isles Beach, Hallandale Beach, Deltona, Pasco County, Hernando County, Coral Springs, Escambia County, Santa Rosa County, Walton County, Panama City. Links to sample websites are provided in Attachment Number 6.
5. The Finance Department held discussions and demonstrations with the City of Pompano Beach, City of Port St. Lucie, and Pasco County regarding their experience with implementation of OpenGov's applications. All were very satisfied with the implementation and use of the technology. The Finance Department also reviewed other software providers and found OpenGov to be the best option for the City at this time. OpenGov also provides additional modules that can be added, which will allow for the future expansion of service capabilities, such as the full end-to-end budget suite and their Capital Improvement Program (CIP) module.
6. OpenGov's software also has access to open data sources from outside agencies like the FBI, the Census Bureau, and the Broward County Supervisor of Elections, and can easily use data from these sources to create different graphs and comparisons.
7. The City administration and OpenGov negotiated the first amendment to the master services agreement previously approved by the City Commission on March 20, 2024.

Agenda Request Form Continued (25-1227)

The first amendment adds the OpenGov’s Budget and Planning Suite and will commence on January 31, 2025, through September 30, 2026, with the following additional costs:

- \$29,702.40 for Professional Services related to the initial implementation.
 - \$42,600.00 for Software Fees Pro-rated from Jan. 31, 2025, through Sept. 30, 2025.
 - \$63,900.00 for Software Fees from Oct. 1, 2025, through Sept. 30, 2026.
8. The Annual Software Subscription includes ongoing support and maintenance (all hosting, patches, upgrades, and enhancements) for OpenGov Cloud Budget Book and Reporting - Unlimited Users, Data Storage, and Reports.
9. Request the City Commission approve the first amendment to the City’s Master Services Agreement with OpenGov to purchase OpenGov’s Budgeting and Planning Software Suite, which includes their Community Feedback, Dashboards, Financial Integration, Online Budget Book, Reporting & Analytics, Story Builder, and Transparency features, for an amount not to exceed \$136,202.40, for a period through September 30, 2026, pursuant to section 35.18(C)(7) of the City’s Code of Ordinances.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$136,202.40 for the Budget Book Bundle for a period through September 30, 2026.
- b) **Amount budgeted for this item in Account No:** Funds are available in account # 001-519-2001-552652-0000-000-0000- (Non-capital Software & License)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5-year projection of the operational cost of the project:** \$136,202.40 for a period through September 30, 2026:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenue	N/A	N/A	N/A	N/A	N/A
Expenditure	\$ 72,302.40	\$ 63,900.00	N/A	N/A	N/A
Net Cost	\$ 72,302.40	\$ 63,900.00	N/A	N/A	N/A

- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

Agenda Request Form Continued (25-1227)

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	CONTACT NAME: Linda Smith PHONE (A/C, No, Ext): 678-393-5228 E-MAIL ADDRESS: linda_smith@ajg.com FAX (A/C, No): 678-393-5240														
INSURED Cox Enterprises, Inc OpenGov, Inc. & Cartegraph Systems, LLC PO Box 105357 Atlanta GA 30348	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Insurance Company of Pittsburg</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : AIU Insurance Company</td> <td style="text-align: center;">19399</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Company of Pittsburg	19445	INSURER B : AIU Insurance Company	19399	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 939887199**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: ☐	Y		GL3609413	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CA4888803 CA7281099	1/1/2025 1/1/2025	1/1/2026 1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC080772120 WC080772121 (CA) WC080772122	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Customer RFP or RFI | Cox Operation: 0199 - OPENGOV | Cox Contact: Mary Jo Smock

City of Pembroke Pines, Certificate holder is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
 Attn: Mark Gomes
 601 City Center Way
 Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: **GL360-94-13**COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following: COMMERCIAL

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL360-94-13

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY LEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED
OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2025

forms a part of Policy No. GL360-94-13

issued to COX ENTERPRISES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY
NUMBER:
GL3609413

COMMERCIAL GENERAL LIABILITY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR
LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION
LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND
STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): PURSUANT TO THE APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2025 forms a part of

Policy No. GL 360-94-13 issued to COX ENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

DATE (MM/DD/YYYY)
03/28/2024

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
CN102142070--CE&O-24-25	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Cox Enterprises, Inc. OpenGov, Inc. PO Box 105357, Atlanta, GA 30348	INSURER A : Coalition Insurance Solutions, Inc.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$	\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$	\$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$							EACH OCCURRENCE AGGREGATE \$	\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$
A	E&O				C-4LPE-040432-CYBER-2024	02/15/2024	02/15/2025	Limit SIR	5,000,000 50,000

City of Pembroke Pines is included as an additional insured, where required by written contract and subject to policy terms and conditions. Re: Customer RFP or RFI. Cox Operation: 0199-OPENGOV

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>

AGENCY CUSTOMER ID: CN102142070
LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED Cox Enterprises, Inc. OpenGov, Inc. PO Box 105357, Atlanta, GA 30348
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cyber Coverage:

Carrier: Coalition
Policy Number: C-4LPE-040432-CYBER-2024
Dates: 02/15/2024 - 02/15/2025

Limits: \$5,000,000
SIR: \$50,000

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. Professional Services
 - 2.3.1. If OpenGov or its authorized independent contractors provides professional services

to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services unless such information is deemed a public record under Chapter 119, Florida Statutes; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales,

marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data, such as all non-exempted public records under Chapter 119, FL. Stat., that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further

agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on September 30, 2026 ("Initial Term"), according to the Order Form (attached hereto as Exhibit "A" and incorporated herein by this reference), unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement may be renewed for two (2) additional three (3) year terms subject to written consent of the Parties.
- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement immediately.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. For the Initial Term the not-to-exceed amount is \$134,912.07. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.
 - 7.1.2. Annual Software Maintenance Price Adjustment. The parties will negotiate the fees for any Renewal Term(s) and document the fees in the document used for written consent pursuant to Section 6.2.
 - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

- 7.1.4. Customer Delays; On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov 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. 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. 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. OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).
- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.
- 7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the

Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's shall allow OpenGov to timely re-perform the applicable services. If OpenGov is unable to timely re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.

- 8.1.3. **Software Services Warranty.** OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

- 8.2. **By Customer.** Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

- 8.3. **Disclaimer.** OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. **By Type.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.9. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Signatures	
Customer: City of Pembroke Pines, FL DocuSigned by: Signature: <u>Charles F. Dodge</u> 47B966ECFDAD4AC... Name: Charles F. Dodge Title: City Manager Date: <u>03/28/2024</u>	OpenGov, Inc. DocuSigned by: Signature: <u>Sam Kramer</u> A3AEFF18117C415 Name: <u>Sam Kramer</u> Title: <u>SVP, Finance</u> Date: <u>3/12/2024</u>



City of Pembroke Pines

Addendum to the OpenGov Master Services Agreement

This ADDENDUM ("Addendum") dated 03/28/2024, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 ("CITY"), and OpenGov, Inc., a Foreign Profit Corporation registered to do business in the state of Florida with a principal address of 660 3rd Street, Suite 100, San Francisco, CA 94107 ("VENDOR"). The CITY and VENDOR shall be collectively referred to herein as the "Parties" and individually as a "Party". The OpenGov Master Services Agreement and this Addendum shall be collectively referred to herein as the "Agreement".

1. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.
2. **Non-Appropriation.** After the first full year of this Agreement, CITY may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the CITY's staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year's fees, and provide written notice of the non-appropriation 90 days before the end of the then-current annual term.
3. **Termination for Convenience.** The Agreement may be terminated by CITY for convenience, upon providing thirty (30) calendar days written notice of such termination to VENDOR. All fees for the then-current annual term are non-cancelable and all fees paid for the then-current annual term are non-refundable.
4. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
5. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither VENDOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VENDOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VENDOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the

*City of Pembroke Pines*

contracting officer setting forth the provisions of this nondiscrimination clause. VENDOR further agrees that VENDOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

6. **Independent Contractor.** The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that VENDOR is an independent contractor under the Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. VENDOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out VENDOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of VENDOR, which policies of VENDOR shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of VENDOR's funds provided for herein. VENDOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between VENDOR and the CITY and the CITY will not be liable for any obligation incurred by VENDOR, including but not limited to unpaid minimum wages and/or overtime premiums.
7. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida's Public Records Law. Specifically, VENDOR shall:
 - 7.1 Keep and maintain public records required by the CITY to perform the service;
 - 7.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 7.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and
 - 7.4 Upon completion of the Agreement and the CITY's written request, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR must be provided to the CITY, upon written request from the CITY's custodian of public records no later



City of Pembroke Pines

than 30 days from the termination of the Agreement, in a format that is that is customarily used in the industry.

- 7.5 The failure of VENDOR to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

8. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, VENDOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500

VENDOR: OpenGov, Inc.
Attn: Legal
660 3rd Street, Suite 100
San Francisco, CA 94107
Telephone No.: (650) 336-7167
legal@opengov.com

*City of Pembroke Pines*

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9. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
10. **Compliance with Laws.** VENDOR hereby warrants and agrees, that at all times material to this Addendum, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of this Addendum.
11. **Scrutinized Companies.** VENDOR, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
- 11.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 11.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- 11.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
- 11.2.2 Is engaged in business operations in Syria.
12. **Employment Eligibility.** VENDOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
- 12.1 **Definitions for this Section.**
- 12.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- 12.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.
- 12.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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- 12.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 12.2 **Registration Requirement; Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- 12.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 12.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 12.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
13. **Assignment; Amendments.** The Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by either Party without the prior written consent of the other Party. Either Party may assign, without such consent but upon written notice within thirty (30) days, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. It is further agreed that no modification, amendment, or

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alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.

14. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports, and other records directly pertinent to VENDOR's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement. Unless the access to the records is required to be granted to obtain information not otherwise available to CITY and required for Florida Statutes, Chapter 119, in no event shall any access to the records occur: (1) more than once per calendar year, (2) without giving at least three business days prior written notice or (3) on systems where such audit may, in Consultant's sole reasonable discretion, violate its third-party confidentiality obligations.
15. **Attorneys' Fees.** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court cost unless otherwise provided for in this Addendum.
16. **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
17. **Insurance.** The VENDOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein required.
 - 17.1 The VENDOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the VENDOR has obtained all insurance required by this Insurance Section, including evidencing the City of Pembroke Pines as an Additional Named Insured for Commercial General Liability coverage, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to evidence Commercial General Liability coverage which names the City of Pembroke Pines as an Additional Named Insured.
 - 17.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VII" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
 - 17.3 Certificates of Insurance shall provide thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage

*City of Pembroke Pines*

states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the VENDOR or their Insurance Broker must agree to provide notice.

- 17.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the VENDOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The VENDOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. VENDOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

- 17.5 **REQUIRED INSURANCE.** The VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

☒ ☐ 17.5.1 **Commercial General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Damage to rented premises - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: VENDOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the VENDOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Yes No

☒ ☐ 17.5.2 **Workers' Compensation and Employers' Liability Insurance** covering all employees of the VENDOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the VENDOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees. Coverage for the VENDOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:



City of Pembroke Pines

1. Workers' Compensation: Coverage A Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If the VENDOR claims to be exempt from this requirement, the VENDOR shall provide the CITY proof of such exemption for the CITY to exempt the VENDOR.

Yes No

☒ **17.5.3 Auto Liability Insurance** covering all non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
2. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

Yes No

☐ * **17.5.3.1** If the VENDOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

☐ * **17.5.4 Umbrella/Excess Liability Insurance** in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ * **17.5.5 Professional Liability/Errors & Omissions Insurance** with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

☐ * **17.5.6 Environmental/Pollution Liability Insurance** shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: VENDOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later

*City of Pembroke Pines*

of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☒ ☐ **17.5.7 Cyber Liability** including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per claim. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of three (3) years after delivery of goods/services. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☒ **17.5.8 Crime Coverage** shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If the VENDOR is physically located on the CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ☒ **17.5.9 Garage Liability & Garage-keepers Legal Liability** for those that manage parking lots for the CITY or service the CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☒ **17.5.10 Liquor Liability** for those in the business of selling, serving, or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. The City of Pembroke Pines must be shown as an additional



City of Pembroke Pines

insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ * 17.5.11 **Sexual Abuse & Molestation** for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ * 17.5.12 **Builder's Risk Insurance** shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of the Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the VENDOR and subcontractors of the project. The VENDOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the VENDOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the VENDOR purchasing the Builder's Risk insurance for the project, the VENDOR shall allow the CITY the opportunity to analyze the VENDOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the VENDOR's Builder's Risk Insurance, the VENDOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the VENDOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the VENDOR shall be responsible for the All Other Perils Deductible. If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ * 17.5.13 Other Insurance

17.6 REQUIRED ENDORSEMENTS.

17.6.1 The City of Pembroke Pines shall be named as an Additional Insured on Commercial General Liability.

17.6.2 Waiver of all Rights of Subrogation against the CITY.

17.6.3 VENDOR's Commercial General Liability policy shall be Primary & Non-Contributory.



City of Pembroke Pines

- 17.7 Any and all insurance required of the **VENDOR** pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the **CITY** as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the **VENDOR** and provided proof of such coverage is provided to the **CITY**. The **VENDOR** and any subcontractors shall maintain such policies during the term of the Agreement.
- 17.8 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the **VENDOR** has assumed in the indemnification/hold harmless section(s) of the Agreement.

18. Indemnification.

18.1 VENDOR Indemnification. **VENDOR** shall, at its own expense, defend **CITY** in any action, suit or claim by a third party alleging that the Software Services (when used as authorized under this Agreement) infringes any United States patent, trademark, trade secret, copyright or any other proprietary right of such third party (an "IP Claim") and shall pay settlement amounts agreed to by **VENDOR** and/or any losses, damages, liabilities, expenses, or costs (including, but not limited to, reasonable attorneys' fees) awarded to such third party against **CITY** by a court of competent jurisdiction in such IP claim. As conditions for such defense and satisfaction by **VENDOR**, **CITY** shall (i) notify Licensor promptly in writing upon becoming aware of all pending IP Claims; (ii) **CITY** shall give the **VENDOR** sole control of the defense and settlement of such IP Claims; (iii) **CITY** shall cooperate fully with **VENDOR** in the defense and/or settlement of such IP Claims; and (iv) **CITY** shall not settle any IP Claims without **VENDOR'S** consent, or compromise the defense of any such IP Claims.

18.2. Mitigation. Notwithstanding the foregoing, if **VENDOR** reasonably believes that use of any portion of the Software Services is likely to be enjoined by reason of an IP Claim then **VENDOR** may, at its sole option and expense: (i) procure for the **CITY** the right to continue using the Software Services, as the case may be, or any portion thereof; (ii) replace the same with other software, services, or other material of equivalent functions and efficacy that is not subject to an action described in this section; or (iii) modify the applicable software or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the Software Services as set out herein. If none of the foregoing options are commercially reasonable, **VENDOR** may terminate this Agreement or access to the allegedly infringing portion of the Software Services and refund customer any prepaid unearned fees for the Software Services or such portion of the Software Services. **VENDOR** shall have no liability respecting any IP Claim to the extent such claim is based upon the combination, operation, or use of the Software Services, support with other equipment, software, apparatus, devices or things not identified by **VENDOR** as compatible with the Software Services and/or Systems or in a manner inconsistent with **VENDOR'S** specifications and instructions or this Agreement. **THE FOREGOING IS VENDOR'S SOLE OBLIGATION AND THE CITY'S EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.**

*City of Pembroke Pines*

19. **Use of Marks or Likeness.** VENDOR may not use CITY's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes. VENDOR acknowledges and agrees to obtain prior written consent from CITY prior to using any of CITY's protected service marks or CITY's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by CITY pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of CITY's marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which CITY may terminate.
20. **Entire Agreement.** The Parties agree that the OpenGov Master Services Agreement and this Addendum represent the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
21. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the OpenGov Master Services Agreement and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
22. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
23. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Paul Hernandez
28F04075060A4D2...
Print Name: Paul Hernandez
OFFICE OF THE CITY ATTORNEY

BY: [Signature]
MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:
BY: Charles F. Dodge
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

VENDOR:

OpenGov, Inc.

DocuSigned by:
Signed By: Sam Kramer
A3AFFE18117C415...
Printed Name: Sam Kramer
Title: SVP, Finance



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:OG-Q014470

Created On:3/7/2024

Order Form Expiration:3/31/2024

Subscription Start Date:5/1/2024

Subscription End Date:9/30/2026

Prepared By:Braden Taylor

Email:btaylor@opengov.com

Contract Term:Prorated + 24 Months

Customer Information			
Customer:	City of Pembroke Pines, FL	Contact Name:	Mark Gomes
Bill To/Ship To:	10100 Pines Blvd	Email:	mgomes@ppines.com
	Pembroke Pines, FL	Phone:	(954) 518-9020
	United States		
Order Details			
Billing Frequency:		Annually in Advance	
Payment Terms:		Net Thirty (30) Days	

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
OpenGov Procurement	5/1/2024	9/30/2024	\$19,880.42
OpenGov Procurement	10/1/2024	9/30/2025	\$47,713.00
OpenGov Procurement	10/1/2025	9/30/2026	\$50,098.65
Annual Subscription Total:			See Service Terms

PROFESSIONAL SERVICES:	
Product / Service	Description
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.
Professional Services Total:	
	\$17,220.00

Service Terms		
Service Date:	Amount:	
May 1, 2024	\$37,100.42	(Prorated Annual Software Fee + Professional Services)
October 1, 2024	\$47,713.00	(Annual Software Fee)
October 1, 2025	\$50,098.65	

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Pembroke Pines

DocuSigned by:
Signature: Charles F. Dodge
Name: Charles F. Dodge
Title: City Manager
Date: 03/28/2024

OpenGov, Inc.

DocuSigned by:
Signature: Sam Kramer
Name: Sam Kramer
Title: SVP, Finance
Date: 3/12/2024



Statement of Work

City of Pembroke Pines, FL

Creation Date: 03/07/2024
Document Number: PS-05241
Version Number: 1
Created by: David Anilus

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1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Pembroke Pines, FL ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master 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 Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is 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. Statement of Work

This SOW is limited to the Implementation of the OpenGov Procurement suite as defined in the OpenGov Responsibilities section of this document ([Section 2.5](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Procurement solutions to help the Customer power a more effective and accountable government. 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 Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.
- C. Use personnel and resources located across the United States, and may also include OpenGov-trained staffing contractors to support the delivery of services.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Procurement Suite
 - i. Customer will provide complete and correct boilerplate language for solicitation and contract templates within two (2) weeks immediately following the kick-off meeting.
 - ii. OpenGov template configuration will include up to one (1) solicitation template and up to one (1) contract template (See Appendix B for list).

2.4. Exclusions

- Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed in Appendix B.
- Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in Appendix B.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your 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.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Procurement Use Cases

- A. Automate Solicitation Development
- B. Enhance Supplier Engagement and Collaboratively Evaluate + Award
- C. Make Contract Management Centralized and Proactive
- D. Other

Completion Criteria:

This activity will be considered complete when:

Procurement Use Cases

- Vendor Portal is configured
- Vendor List is imported
- Solicitation Templates are configured
- Contracts Log is imported
- Contract Templates are configured

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Administrator training is provided

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those 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 you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End date is reached

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned 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.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of four (4) months following signatures (“End Date”) or on other dates mutually agreed to between you and OpenGov.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Procurement Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4
Procurement Suite	Supplier Engagement, Evaluation, & Award Solution				
	Solicitation Development Solution				
	Contract Management Solution				
GoLive Support	Hypercare				
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

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:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - 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.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge 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
 - Amending the SOW to correct an error.

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

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your 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 your 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.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- 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.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: OpenGov Procurement Suite

Instance Creation

Procurement Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Website Instance Creation	OpenGov will: • Build customer portal and upload Customer's logo.	Customer will: • Provide logo. • Confirm access to the Portal.

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	OpenGov will: • Provide up to one (1) two-hour working session at the beginning of the project to: - o Finalize list of templates - o Review technical requirements - o Provide documentation on requirements and processes OpenGov Assumptions: • Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.	Customer will: • Identify relevant participants for attendance. • Confirm deliverables. • Gather and provide relevant data for the project.

Supplier Engagement, Evaluation and Award Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Vendor Portal	OpenGov will:	Customer will: • Allocate resources to create the Vendor Portal.

	• Provide the Customer with iframe code and documentation to create the Vendor Portal. • Import the list of vendors provided by Customer. OpenGov Assumptions: • Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.	• Provide vendor email list and send vendor email/letter. • Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.
Generic Template	OpenGov will: • Deploy generic templates • Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.	Customer will: • Provide a copy of the next solicitation document. • Provide information to complete the generic solicitation upload template including forms and an example recent solicitation. • Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Solicitation Development Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Solicitation Development Solution	OpenGov will: • Review and confirm the Solicitation Templates and forms provided by Customer. • Work with Customer to design and get sign off on the first template. • Following the sign off of the first template, configure the remaining templates in the system. OpenGov Assumptions:	Customer will: • Provide templates with standard boilerplate language. • Provide forms associated with solicitation templates. • Provide admin documents. • Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design • Sign off on the first template before beginning the subsequent templates.

	- OpenGov will configure up to one (1) Solicitation Template(s) with standard boilerplate language: - IFB Template	Validate and provide signoff on Solicitation Templates.
--	---	---

Contract Management Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Create and Manage Contracts	OpenGov will: - Provide one (1) – one hour Overview of the Contract Management Solution to Customer’s System Administrator(s). - Provide guidance and instruction to System Administrator on creating and managing contracts.	Customer will: - Attend scheduled System Overview - Create and manage contract records in the system with guidance from OpenGov.
Historical and/or Active Contracts	OpenGov will: - Provide a mapping document for the metadata of contracts to be uploaded into the system. - Import the contract records listed in the contract log. OpenGov Assumptions: - Customer will provide a complete and accurate contracts log for import to OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.	Customer will Provide contract log per the mapping document.
Contract Template Deployment	OpenGov will: - Review & configure agreed upon contract templates. OpenGov Assumptions: - OpenGov will configure up to one (1) Contract	Customer will: - Provide templates with standard boilerplate language. - Validate and provide signoff on Contract templates.

	Template(s) with standard boilerplate language: ○ OpenGov assumes One (1) Contract Template will be built based on examples collected from the customer up to fifty (50) pages in length	
--	---	--

Admin Documents and Checklist Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Admin Documents	OpenGov will: ● Review & configure up to four (4) Admin Documents from the following list: ○ Proposal Viewer Agreement ○ Interview Invitation ○ Non-Award Letter ○ Notice of Intent to Award	Customer will: ● Provide Admin Documents.

Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities
Procurement Working Sessions	OpenGov will: ● Assign practice exercises to Customer to gain familiarization. ● Assist Customer during first real-life solicitation posting, and opening (if during deployment). ● Respond to questions regarding configured system functionality.	Customer will: ● Complete practice exercises to gain familiarization. ● Identify internal Admin Users & security permissions for all other users.
Procurement Training	OpenGov will: ● Provide training on system functionality. Topics include: ○ Creating Bids with Generic Templates	Customer will: ● Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

	○ Live Bid Management & Vendor Experience ○ Evaluation and Awarding ○ Writing Solicitations using templates ○ Contract Document Developer Tools	
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Appendix C: Technical Requirements

C-1: OpenGov Procurement Suite

Procurement Suite	
Description	Technical Requirements
Logo	• .png or .jpg file • At least 300KB but not larger than 500KB
Vendor List	• Single Flat file • .csv or .xlsx format
Historical/Active Contracts	• Single Flat file • .csv or .xlsx format
Sample Documents or Templates with boilerplate language	• PDF or Word format
Admin Documents	• PDF or Word format



OpenGov and The City of Pembroke Pines

Project Plan Letter and Partnership
Investment Summary



Michael Fuentes
Account Executive
786-609-7822
Mfuentes@opengov.com

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Mark Gomes- Procurement Director
601 City Ctr Wy,
Pembroke Pines, FL 33025

RE: Project Plan Letter for Procurement Software

Dear Mark,

On behalf of OpenGov, we are very excited about the opportunity to continue to partner with the City of Pembroke Pines by proposing OpenGov Procurement, the collaborative public procurement suite built for the modern government. We value your careful consideration in reviewing the project plan letter and proposal we have prepared for you.

We understand that the City of Pembroke Pines is looking for a comprehensive Procurement Management system to support and manage the entire procurement lifecycle, including initial request and approval, solicitation development, advertising and response dates, evaluation committee review, and contract award and execution. In response to this need, the following proposal outlines OpenGov Procurement – full procurement lifecycle solution, which includes highly collaborative solicitation development automation, end-to-end workflows, an intuitive cloud design, and a company culture focused on the customer experience.

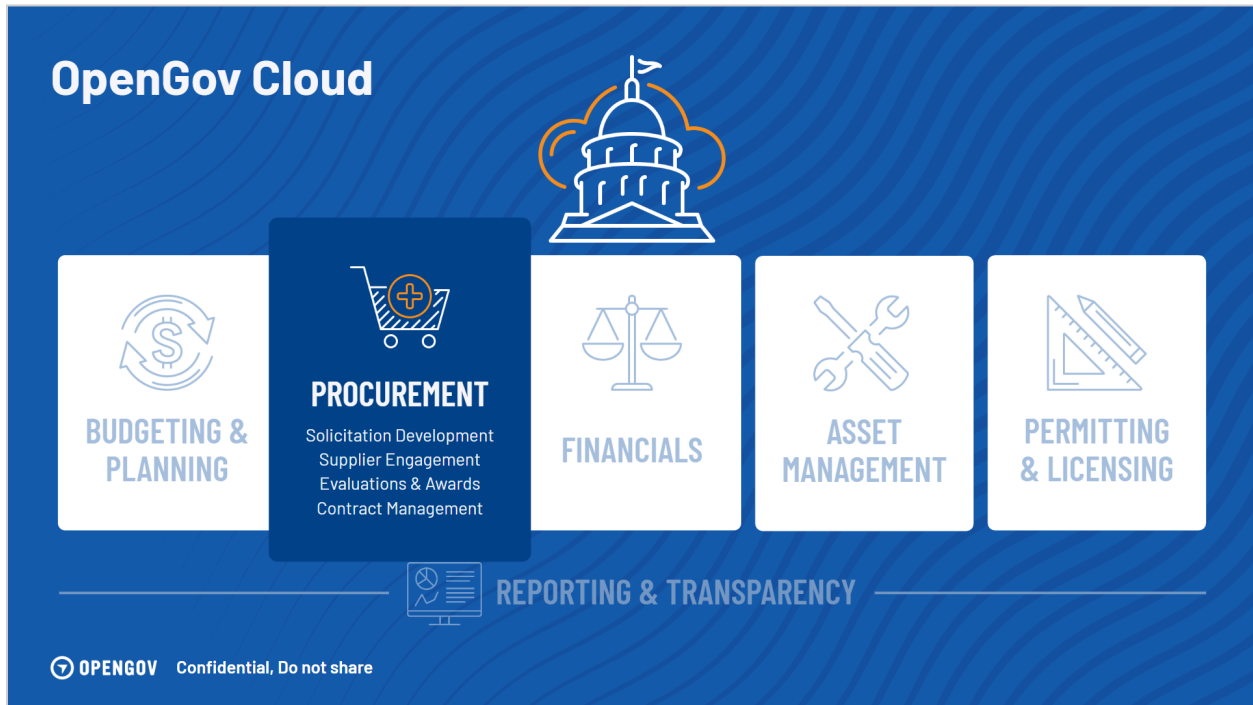
OpenGov Procurement frees teams from the drudgery of manual and paper-based processes through an easy-to-use solution built specifically to manage government procurement workflows. the City of Pembroke Pines staff will be able to produce high-quality, consistent, and compliant solicitations while providing transparency and clear communication to suppliers that help them understand and respond to solicitations more effectively. OpenGov has a strong presence in the State of Florida, partnering with many governments such as Tampa Airport Authority, the City of Hollywood, Orange County, the City of Hialeah, and the City of Homestead.

We are on a mission to power more effective and accountable government. We seek long-term partnerships with the agencies we serve. We look forward to putting our entire organization behind you to ensure this engagement exceeds expectations, and to meeting with you and your team soon.

Sincerely,
Michael Fuentes
Area Account Executive
786-609-7822
Mfuentes@opengov.com

Executive Summary

OpenGov is proposing **OpenGov Procurement** for consideration. We look forward to demonstrating how these solutions will meet and exceed your needs and expectations.



OpenGov Procurement is the collaborative public procurement suite built for modern government. Providing end-to-end automation across solicitation development, proposal evaluations, and supplier interactions, OpenGov makes procurement more enjoyable and transparent for everyone involved. With it, procurement teams have the intuitive cloud software and world-class support needed to achieve strategic procurement.

Procurement teams using OpenGov have cut the time required to write and release RFPs by 75%, increased supplier responses to solicitations by 3-4x, and moved to 100% paperless procurement – all while transforming relationships within their government by simplifying how internal stakeholders engage with their function. As part of the OpenGov Cloud, OpenGov Procurement helps governments connect end-to-end processes across budgeting, procurement, accounting and reporting — driving improved strategic outcomes enterprise-wide. With it, customers access:

- The industry's most collaborative and complete Solicitation Development solution
- Modern Supplier Engagement that increases bid response and equitable selection
- User-friendly design that guides users with in-context training and live support
- Transparent procurement and supplier relationships thanks to OpenGov's legacy of driving transparent operations

Why OpenGov?

The only modern cloud software purpose-built for local government.

OpenGov offers transformative solutions for budgeting, financial management, permitting and licensing, asset management, and procurement with the industry's best reporting and transparency capabilities – allowing customers to reallocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.

A trusted partner.

More than [1,600 governments nationwide](#) partner with OpenGov to drive more effective and accountable operations through cloud solutions. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by over 500 years of employee experience in the public sector.

A platform built to grow with you.

Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. Thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.

Trusted by Leading Governments



Greenville County, SC



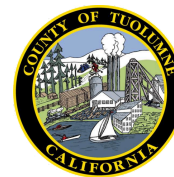
Clay County, FL



Washington County,
OR



Cecil County, MD



County of Tuolumne,
CA



Boone County , KY



County of Middlesex
NJ



County of Santa Cruz,
CA



"It's so easy for them to do. Most of our departments have said, 'This is great. We love this new system.'"

Bob Brewer

Procurement Director | Greenville County, SC

Benefits of Modern Government Cloud Software

In a [post-pandemic world](#), the benefits of modern cloud software (aka: “Software as a Service”) are crucial in helping governments address the challenges of remote work, digital services, and managing uncertainty. [Cloud software](#) helps you future-proof your investment while focusing on your community.

✓ Increase Productivity

Modern government work is collaborative. Intuitive software empowers all users for success.

✓ Improve Citizen Experience

Digital services map to the expectations of community members and improve satisfaction.

✓ Strengthen Public Trust

Better decisions and alignment come from common, shared, accurate information

✓ Build Resilience

Leaders have confidence in the face of uncertainty that their [processes are secure](#) and sustainable.

All Clouds aren't Created Equal

Many software providers try to sell legacy systems as “cloud” because they are delivered remotely. Same software, different packaging. These aren't designed for 21st-century government. [Modern government cloud software](#) has these characteristics:

- **Anywhere, Any Device** - Nothing to install - only a browser required
- **Intuitive User Interfaces** - Built in the era of consumer software, eliminates the nuances and complexities that only “power users” can understand
- **Fast and Configurable** - Can be deployed quicking providing value when you need it and configured without deep technical expertise or IT assistance
- **Continuous Enhancement** - Updates are hassle-free and transparent to customers
- **World-Class Security and Infrastructure** - Modern applications take advantage of the leading cloud service providers (like [Amazon Web Services](#)) to ensure your mission-critical systems are resilient
- **100% Hassle-Free** - Always up-to-date with no effort from your government. No upgrades, patches, customizations, or (of course) hardware to manage



“The greatest benefit I’ve seen from OpenGov Procurement is being able to do more with the same amount of people, without adding the kind of strain that burns people out and leads to turnover.”

Suzi Fulcher, Procurement Manager | Washington County, OR

OpenGov Procurement

Collaborative Procurement Automation for the Modern Government

As part of the OpenGov Cloud, [OpenGov Procurement](#) helps modern governments connect end-to-end processes across budgeting, procurement, accounting, and reporting – driving improved strategic outcomes enterprise-wide. With OpenGov Procurement, customers access:

- The industry's **most collaborative and complete** Solicitation Development solution
- Modern Supplier Engagement that **increases bid response** and **equitable selection**
- **User-friendly design** that guides users with in-context training and live support
- Transparent procurement and supplier relationships thanks to OpenGov's legacy of **driving transparent operations**



Satisfied Suppliers

Expand your supplier network and improve your partner experience with intuitive an online portal and multiple workflows



100% Paperless Procurement

[Digitize document management](#) with scanning, uploading, and archiving facilities.



Increase Accountability

Establish a simplified view into contract and vendor spending via a single source of truth.



More Strategic Impact

Less clerical work and more strategic time thanks to intuitive guided workflows and integrated training for collaborators



Centralize Data

Enter data once and use it across the entire system.

75%

of customers cut
time spent writing
& releasing RFPs

...

Increased supplier
responses by

3-4x

Procurement

Purpose-built for Public Sector



RFX DEVELOPMENT

- Request Management
- RFX Assembly Automation
- Version & Workflow Control
- Template & Scope Library



SUPPLIER ENGAGEMENT

- Supplier Self-Service
- Guided Bidding
- Social Engagement
- Reverse Auctions



EVALUATIONS & AWARDS

- Multi-phased evaluations
- Line-Item Awarding
- Lowest Responsive
- Ranked Scoring



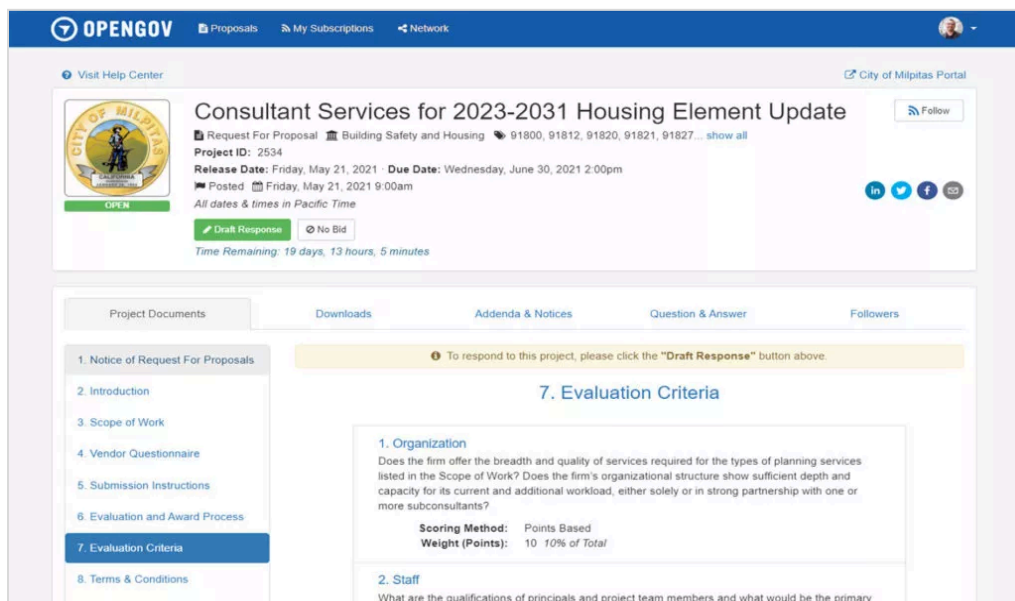
CONTRACT MANAGEMENT

- Spend Tracking
- Bi-lateral Contract Approval
- Contract Development
- Records Retention

 **OPENGOV** Confidential, Do not share

Transform your Solicitation Development

Turn your solicitation templates into intuitive, guided online workflows so project managers, reviewers, and buyers can easily collaborate on key documents. Dynamically track project status throughout reviews and get insight into timelines, stakeholders, and project pipelines. This “unique to OpenGov Procurement” capabilities turbocharges your entire workflow. Without this, your team spends much of its time hunting and pecking, copying and pasting, and chasing down internal customers – ultimately creating more adversarial situations.



The screenshot displays the OpenGov web application interface. At the top, the navigation bar includes the OpenGov logo, links to Proposals, My Subscriptions, and Network, and a user profile icon. Below the navigation bar, there's a 'Visit Help Center' link and a 'City of Milpitas Portal' link. The main content area features a project card for 'Consultant Services for 2023-2031 Housing Element Update'. The card includes the City of Milpitas logo, project details (Project ID: 2534, Release Date: Friday, May 21, 2021 9:00am, Due Date: Wednesday, June 30, 2021 2:00pm), and a 'Draft Response' button. Below the project card, there's a tabbed interface with tabs for Project Documents, Downloads, Addenda & Notices, Question & Answer, and Followers. The 'Project Documents' tab is active, showing a list of documents including '1. Notice of Request For Proposals', '2. Introduction', '3. Scope of Work', '4. Vendor Questionnaire', '5. Submission Instructions', '6. Evaluation and Award Process', '7. Evaluation Criteria', and '8. Terms & Conditions'. The '7. Evaluation Criteria' document is selected, showing details for '1. Organization' and '2. Staff'.

Engage Vendors in a Modern, Social Online World

From sharable public project links, vendor analytics, and funnel tracking to a simple, one-click vendor submission process, OpenGov Procurement does it all. Suppliers delight in the guided online proposal submissions with one-click submit.

Say Goodbye to Excel Scorecards

[No more excel](#) and paper scorecards, OpenGov Procurement can help you manage it all online. Whether you evaluate vendor proposals as Best Value using a scoring committee, Lowest Cost through bid tabulation, or anywhere in between, we can support your process.

Automate Contract Management

Never miss an upcoming expiration deadline again. OpenGov Procurement lets you set reminders and send notifications to stakeholders, and gives you a birds-eye view into all your active and historical contracts across the organization.

OpenGov Procurement Use Cases

- Achieve End-to-End Strategic Procurement
- Modernize Solicitation Development
- “Wow” Your Supplier Community
- Streamline Project Intake
- Drive Collaborative Evaluations
- Automate Contract Management

Key Differentiators of OpenGov Procurement



Intuitive guided designs that promote equity and help suppliers read, understand, and respond to bids and RFPs better

Solicitation and Contract Design and Proposal Evaluation Tools that promote better collaboration, productivity, objectivity, and efficiency between Procurement and their internal departmental customers



In-context training and integrated live support because procurement processes aren't easy + staff and suppliers aren't working on procurements every day.

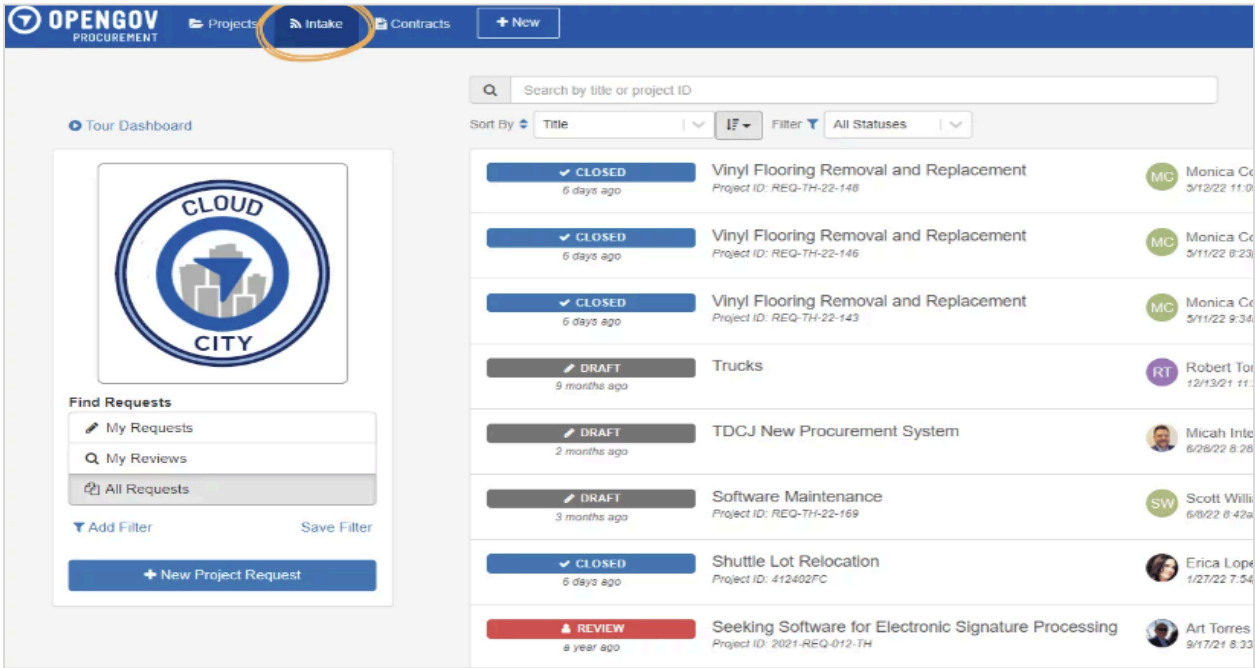
Solicitation Development Automation

Faster, Easier, and Compliant Solicitations

OpenGov Procurement's industry-leading solution has revolutionized RFx assembly, whether starting from scratch, piggybacking off templates from our publicly shared solicitation library, or leveraging our built-in national cooperative search feature. Drastically reduce the onboarding of new departmental buyers; it's so guided and easy to use that first-time users are able to build solicitations on their own, even using their mobile devices.

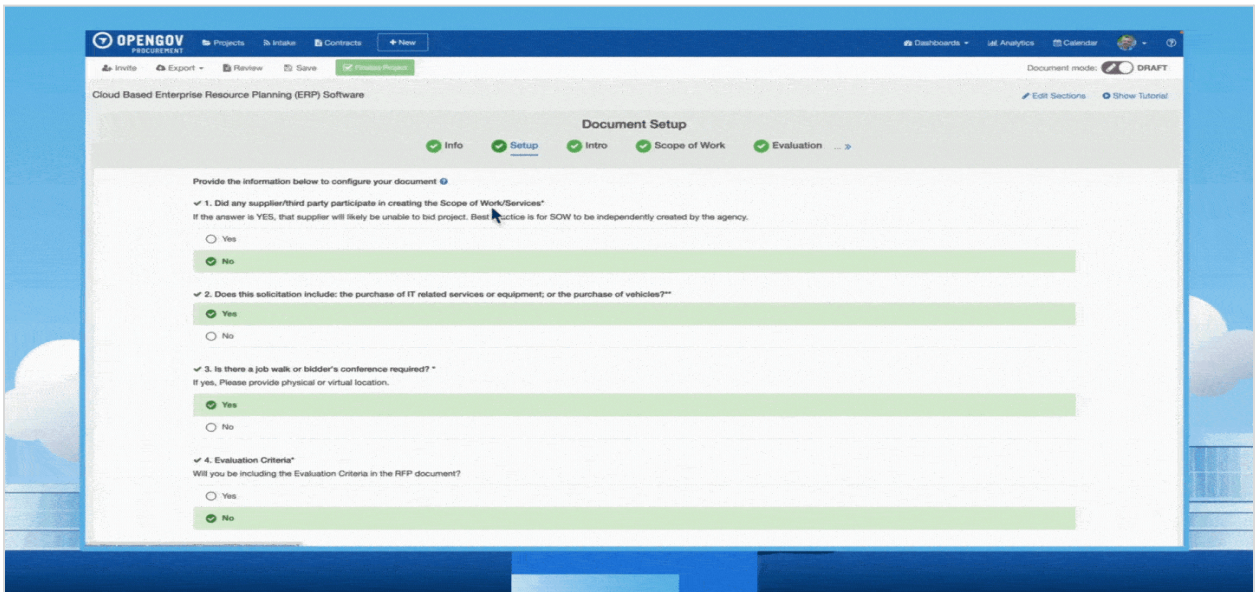
Step 1: Centralize Compliance and Control, Decentralize the Work

No more copying/pasting using word processors, or having to track down Scope terms. Empower internal customers and improve workflow with a fully guided intake module reinforced with automatic error checking. Now your SMEs can either start from scratch using intelligent boilerplate automation to draft their scope of work, or leverage existing templates from our vast publicly shared Solicitation Library for your review.



Step 2: Click-to-Creation Automation

OpenGov Procurement allows users to stay in the software during the entire solicitation development process. Its proprietary automation allows users to build solicitations by simply answering the guided step-by-step project-specific questions from templates your team has built. The selections determine the necessary forms, bid instructions, insurance requirements, pricing sheet, etc.. Once the user has selected their answer, your RFx/bid documents will automatically be written for you with the appropriate instructions – its ease of use simply has no peers.



Step 3: Teamwork Makes the Dream Work

Project Documents

Document Setup

Approvals

All Comments

Approvals Dashboard

Each approver will be notified by email that their approval has been requested.
Once all approvers have approved, the project can be finalized using the "Finalize" button at the bottom of the page.

Select approver(s) or start typing a name

Add Approvers

Don't see who you're looking for? [Invite them.](#)

Art Torres	Approved!	Approved: 10/18/21 9:21pm by OpenGov Staff on behalf of Art Torres
Thao Jones-Hill	Approved!	Approved: 1/14/22 1:57pm

Finalize Project

Use this dashboard to manage the status of your approvals.
You can view when your approver first viewed the project and send them reminder emails.
You may also approve the project for any approver that is unable to do so themselves or remove the approver if their approval is no longer necessary.

Question & Answer

RSVP Manager

Proposals

Vendor Analytics

Question & Answer

Questions and clarifications about the project

+ Add Vendor Question

Report

Export to CSV

Active

1. Extend the Due Date

Nov 9 2021 at 5:38 PM

CITY

Thao Jones-Hill

Nov 9 2021 at 5:38 PM

Cloud City

Will you extend the deadline? I'm horrible with time management.

CITY

Thao Jones-Hill

Nov 9 2021 at 5:40 PM

Cloud City

Sure! We have all the time in the world! See new date

2. Detailed Specs

Nov 18 2021 at 3:59 PM

CITY

OpenGov Staff

Nov 18 2021 at 3:59 PM

OG Support

Requirement 10.5 states the solution must be able to assembly solicitation documents. Is this a "Must Have" requirement, or is it ok to just flatten all that critical data into a word processor and upload the finished document as a PDF?

CITY

Awaiting Review

Thao Jones-Hill

Today at 8:12 AM

Cloud City

This is a "Must Have" Requirement

Edit

Release

Collaborate in real-time. Guided workflows and content suggestions (defined by your agency) improve transparency and accountability, accelerating departments’ productivity, while employing best practices. Enjoy reduced internal finger-pointing by staying aligned using clause-level security and audit trail features, simultaneous cooperative workflows, live Q&A with colleagues – all without ever leaving the platform.

- ✓ In-line comments and task assignments

✓ Customizable training

✓ Automated alerts
- ✓ Calendar integration

✓ Redlining and detailed auditing

✓ Project tracking: Pipelines/stakeholder timelines

Supplier Engagement

Game-Changing Automation, Transparency, and Teamwork

OpenGov Procurement is designed specifically to empower public procurement teams, like yours. Collaborative workflows set vendors and internal teams up for success, supported by automation features that improve transparency and communication, while reducing finger-pointing and clerical work. Start leveraging paperless, intuitive e-bidding and scoring automation for a more reliable, strategic and enjoyable process.

Engage Suppliers

Easy Access, Bi-lateral Workflows and Automation = Equity, Results, and Happiness

Collaborative	Transparent	Easy to Use
★ Encourage supplier diversity with free self-service vendor portal	★ Stay compliant with sealed bids, with multi-phase bid opening support	★ Integrate with digital signatures, online forms, electronic notary and bid bonds
★ Receive support with real-time chat	★ Review workflow reporting	★ Provide vendors with an accessible self-service vendor database
★ Stay aligned with in-suite Q&A management	★ Track vendor activity in real-time	★ Wow vendors with guided step-by-step questionnaire-like proposal submissions

Vendor Portal

Free Access to 1000s of Government Bids

With OpenGov Procurement, suppliers of all types, sizes, and locations have equal access to 1000s of government bids — free of charge.

Avoid paper-heavy, disjointed bid response headaches. Our vendor questionnaire provides step-by-step guidance, designed for suppliers with little-to-no experience selling to governments. Intuitive workflows ensure no training is required, plus suppliers are never charged for portal access or premium bid alerts.

The screenshot displays the OpenGov Procurement interface. At the top, the navigation bar includes links for Proposals, Awards, Subscriptions, and Network. The main header shows the OpenGov logo and the user's profile (TJ). Below the header, a banner for "Cloud Based Enterprise Resource Planning (ERP) Software" is visible, featuring a "Request For Proposal" icon and "Finance" category. The project details include Project ID: 2021-RFP-015-MI, Release Date: Friday, January 14, 2022, and Due Date: Tuesday, February 1, 2022 12:00pm. A "Draft Response" button is prominently displayed, along with "Events RSVP" and "No Bid" options. A timer indicates "Time Remaining: 17 days, 20 hours, 51 minutes".

Below the banner, a sidebar on the left lists project documents, with "4. Evaluation Phases" selected. The main content area shows the "4. Evaluation Phases" section, which includes a "Technical Evaluation Phase" with two sub-sections: "1. Evidence of Understanding of Scope of Work" and "2. Management Proposal". The "Evidence of Understanding of Scope of Work" section includes a "Scoring Method: Points Based" and "Weight (Points): 30 (30% of Total)". The "Management Proposal" section describes the evaluation criteria for the management team, company viability, and technical capabilities.

Accessible and Easy to Use:

- **Experience mobile compatibility** so you can work from anywhere
- **Use one login** to access unlimited governments
- **Easily upload** thanks to intuitive drag-and-drop features

Automated and Integrated:

- **Hit every deadline** with helpful automated alerts
- **Calendar deadline syncs** and auto addenda notices keep you on task
- **Error-free responses** thanks to automatic price tabulation and reviews
- **Fully integrated electronic signatures** and online forms
- **Online notary** and electronic bid bond integration
- **RSVP** to pre-bid meetings

World-class Support:

- **In-platform Q&A** to get the answers you need without leaving
- **Live-chat support** without having to contact the agency

Evaluate & Award

Align SMEs and Procurement; Maximize Strategic Purchasing

OPENGOV

PROCUREMENT

Projects

Intake

Contracts

New

Dashboards

Analytics

Calendar

Invite

Edit Setup

Add Proposal

Public Display

Award Project

CITY

EVALUATION

Safety Data / Learning Management System

Request For Proposal

Information Technology

20800

Project ID: 2021-REP-019-??

Release Date: Monday, October 25, 2021 - Due Date: Monday, November 1, 2021 1:30pm

Posted Tuesday, October 19, 2021 7:22pm

Bid Unsealed Tuesday, January 11, 2022 1:45pm Pricing Unsealed Tuesday, January 11, 2022 1:45pm

All dates & times in Central Time

Following

9 followers

Evaluation Overview

Proposals

Evaluators

My Evaluations

Aggregate Evaluations

Report

Print All Scores

Table Options

Aggregate Scores Summary

Export to CSV

Vendor	Jordan Abramson	Micah Intermill	David Jones	Thao Jones-Hill	Shiloh Rogers	Total Score (Max Score 70)
In House Software	-	56.5	38	69	-	54.5
Micah's Municipal Services	-	65	49	51	-	55
Mothership Inc.	-	-	64	49	-	56.5

Click a vendor's name to view the scorecard submitted by each evaluator for that proposal.

Click an evaluator's score to view the detailed scorecard for each proposal reviewed by that evaluator.

New Phase

Consensus Scorecard

Award Project

Vendor Scores by Evaluation Criteria

Export to CSV

Vendor	Evidence of Understanding of Scope of Work Points Based	Management Proposal Points Based	Local Vendor Preference Pass / Fail	References 0-10 Points	Total Score (Max Score 70)
--------	--	-------------------------------------	--	---------------------------	----------------------------

Easy to Use	Collaborative	Transparent
★ Centralize evaluation committee management - can include external evaluators, with unlimited users ★ Support both lump-sum and line-item awarding ★ Leverage bid tabulations and side-by-side scoring management (best value or lowest cost)	★ Send solicitation results with one-click supplier awarding and audited email notifications ★ Automated reminders and alerts keep teams on track ★ Inform with intent-to-award notifications	★ Get insight and report on individual and cumulative score sheets, plus award summaries ★ Communicate in real-time with in-platform Q&A ★ Stay on-task with integrated calendar updates and alerts

 OPENGOV

Confidential & Proprietary Information - DO NOT DISCLOSE

15

Contract Management

Drop the Clerical Work

Clear your desk by ditching file-folders and stacks of binders for paperless electronic contract management. Enjoy bi-lateral workflows for contract onboarding, renewals and closeouts, plus COI expiration management, built-in transparency, accessibility and collaboration – establishing a single, centralized source of truth for your entire agency.

OPENGOV

PROCUREMENT

Projects

Intake

Contracts

New

Dashboards

Analytics

Calendar

Records Retention Administration

Manage Policies

Recently Closed (Policy Needed) (643)

Expiration Date Passed (1)

Document Clean Up (237)

Please apply a retention policy to each of these projects who's contract end date has passed.

Filter by Record Type

All

Apply Policies

	Title	Department	Contact	Last Updated
☐	Construction Manager a... Project ID: 226003	Parks and Recreation	Sandra Alcorn	Jun 15, 2022 1:40 PM Document: closed
☐	Legislative Representati... Project ID: 226058	City Manager's Office	Troy Rombough	Jul 20, 2022 4:07 PM Document: closed
☐	Video in the Fire Trainin... Project ID: 212702	Procurement	Nathan Daou	Sep 2, 2022 8:14 PM Document: Test Project
☐	Water Utility Rate Consu... Project ID: 212702	Business Services	Jenn Myers	Sep 2, 2022 8:16 PM Document: Remainder of project handled externally of OpenGov Procurement
☐	Specific & Aggregate St... Project ID: 212794	Business Services	Jenn Myers	Sep 2, 2022 8:17 PM Document: Remainder of project handled externally of OpenGov Procurement

Keep compliant with intuitive records retention capabilities

Procurement Portal

Projects

Calendar

All Departments

Closed

seat

Search Categories...

view categories

Q Search

Hide Search

☒ Search by Line Items

Project Title

MOTOR VEHICLES: LARGE SUVS

Release Date: 5/25/2022

CLOSED

ITEM #2 - MODEL YEAR 2022, OR NEWER, FORD EXPEDITION XL 4X4, AS SPECIFIED, OR EQUAL

Line Item	Description	Quantity	Unit To Measure	Awards
2b	Seats - 60/40 Power Fold (Folds Flat), Third Row (87P) (101A Only), As Specified	20	EA	Winner Ford Active contract

Show all 38 line items

ITEM #1 - MODEL YEAR 2022, OR NEWER, FORD EXPEDITION XL MAX 4X4, AS SPECIFIED, OR EQUAL

Line Item	Description	Quantity	Unit To Measure	Awards
1b	Seats - 60/40 Power Fold (folds flat), Third Row (87P), As Specified	20	EA	Winner Ford Active contract

Instantly find information at the line item level

CITY

Pens and Pencils

Cloud City - Office of the Clerk

ACTIVE Contract End Date: Oct 31, 2024

All dates in Central Time

Contract Details

Insurance

Contracts

Notifications

Spend Management

CONTRACT INFORMATION

Status

Active

Start Date

Nov 1, 2021

Duration

Limited Term. Initial Term: 3 years

Renewal Options

Activate

Option 1: 1 years

Activate

Option 2: 1 years

End Date

Oct 31, 2024

Contract ID

1243254

Requisition ID

None

Contract Amount

\$1,000,000.00

Vendor

Government Software Inc.
monicabandy7@gmail.com
Vendor Number: 2342333

Project Contact

Thao Jones-Hill
City Clerk
Email: thh@opengov.com
Phone: (415) 470-2428

View contract details, insurance information, and more

View Options Sync POs Export to CSV

Search by Vendor, Title, ID, or Contact

Vendor	Title	Contract ID	Amount Spent	Budget Amount	Department	Project Contact
 Anderson-Perry	Meadowbrook Overlay Project Active	AP663-143	\$57,150.00	\$72,000.00	Finance	 Monica Cook ⓘ
 Central Washington Asphalt	Meadowbrook Overlay Project Active		Add Spend		Procurement	 Monica Cook ⓘ
 Gibson-Thomas Engineering	E&SC Measures and PCSM Facilities Active	34534444	\$30,000.00	\$110,000.00	Public Works	 Monica Cook ⓘ
 TBD	Used Laptop Computers Active		\$51,000.00	\$50,000.00	Information ...	 Ryan Kelly ⓘ
 Government Software Inc.	Miscellaneous Bus Parts Active		Add Spend		Public Works	 Robert Torres ⓘ
 TBD	Safety Data / Learning Management S 2021-RFP-... Active		Add Spend	\$100,000.00	Information ...	 Robert Torres ⓘ
 Crimson Procurement Consulting	Test Project by Bobby Active	2021-002	Add Spend	\$80,000.00	Procurement	 OpenGov Staff ⓘ
 Government Software Inc.	Pens and Pencils Active	1243254	Add Spend	\$1,000,000.00	Office of th...	 Thao Jones-Hill ⓘ
 In House Software	Safety Data / Learning Management S 2021-RFP-... Active		Add Spend	\$100,000.00	Information ...	 Robert Torres ⓘ
 Government Software Inc.	ERP Cloud Ended	353454	\$350,000.00	\$500,000.00	Procurement	 Monica Cook ⓘ
 TBD	Miscellaneous Bus Parts Upcoming	2021-GEN-...	Add Spend	\$15,000.00	Procurement	 Micah Intermill ⓘ

Safely house all contracts in a single source of truth

Control	Collaborate	Easy to Use
★ Author, review, and approve accurate and compliant contracts	★ Invite team members to assist and collaborate on contract drafting and reviews	★ Easily track COI expiration dates with real-time alerts and supplier notifications
★ Rate and document vendor performance, fire complaints when necessary	★ Reduce public records requests with self-service public portal	★ Search by product description to locate associated contracts
★ Automate compliance with records retention policies	★ Stay aligned with stakeholders using live chat and clause-level task assignment	★ Keep projects fully in-line with stakeholders using eProcurement automation integration
★ Set appropriate transparency access parameters for both internal stakeholders and the public	★ Manage terms and renewals with electronic bi-lateral workflows	★ Generate intuitive reports on contract spend and not-to-exceed amounts

Security & Reliability

Physical and Environmental

The OpenGov Cloud platform is currently provisioned in the US East (Virginia) Region of Azure, which offers high speed and availability across the United States. Generally speaking, Azure infrastructure and cloud services are compliant with a number of industry-standard global frameworks such as CSA, ISO, and SOC and US frameworks such as NIST and FedRAMP.



Scale



OpenGov's applications and infrastructure are designed to scale quickly and automatically in response to workloads, allowing us to provide a steady and predictable performance to our customers. OpenGov can simply provision additional compute and storage based on the requirements of our customers.

Monitoring and Alerting

OpenGov assures reliable operation of its platform and applications using a tightly-integrated suite of industry-standard monitoring and alerting services (e.g. for availability, performance, security, logging, and metrics). These services are supported by optimized processes and expert operational teams that are available 24x7.



Data Protection



OpenGov supports HTTPS using Transport Layer Security (TLS), an IETF standard cryptographic protocol, to provide end-to-end communications security for data that is fed to our platform. TLS is widely used for "encryption-in-transit" scenarios in internet communications and online transactions (e.g. by financial institutions).

Data stored in the OpenGov platform is encrypted "at rest" in the databases and storage using AES-256 (Advanced Encryption Standard with 256-bit keys). The use of AES is approved by NIST in its FIPS 197 publication. OpenGov Permitting & Licensing's databases are customer-specific, allowing for complete isolation and protection of data between clients.

Application Protection

Application services and databases are configured to run in elastic containers with strict resource limits that prevent an unexpected or malicious activity in one service from affecting others. A minimum number of replicas of each service is deployed for high availability, and service replicas will automatically increase with high traffic to maintain fast performance.



OpenGov uses Continuous Integration (CI) and an industry-leading vulnerability analysis service to continuously and automatically scan its applications for vulnerabilities at every stage of their

lifecycle, especially during pre-production. All code repositories are continuously scanned for known defects and vulnerabilities.

Host Protection



Remote access to OpenGov's production cluster is strictly limited to OpenGov's Engineering personnel. OpenGov Permitting & Licensing uses Azure Managed App Services, which provide innate 24-hour malware protection. Barebones, Linux-based or Windows-based operating systems are used on the hosts and are continuously monitored for vulnerabilities, and are seamlessly updated with security patches as soon as they are released.

Authentication and Authorization

OpenGov offers Single Sign-On (SSO) and platform-local authentication mechanisms to its customers. In the latter scenario, OpenGov leverages an industry-leading security platform for authentication. The Permitting, Licensing, & Code Enforcement product suite uses Role-Based Access Control (RBAC) to authorize authenticated users to access and manipulate subsets of application data.



Service Maintenance and Upgrade



OpenGov's multi-tenant SaaS cloud environment means that customers get software releases and updates at the same time with their community-specific configurations protected. Micro-releases are done regularly and major new features are rolled out quarterly, providing advance notice and enablement for our communities to maximize the value they drive from new enhancements. OpenGov platform updates are hassle-free and transparent to our customers.

Organizational

OpenGov's policies and procedures are based on NIST 800-53 recommended controls. All OpenGov personnel are required to go through purpose-built information security and data privacy training upon joining and at least once yearly. Even though security is treated as a shared cross-functional responsibility, a dedicated operational team under the supervision of an Information System Security Officer oversees the entire security and compliance program at OpenGov.



Qualifications & Experience

We take pride in our customer focus and realize that governing is one of the most challenging careers possible – that’s why we retain a passionate team that’s walked in your shoes – with backgrounds in public-sector finance, budgeting, procurement and administration – because it’s critical to our ability to solve real problems, both in terms of our software development and customer service we deliver.

[The OpenGov Team](#) has over 500 years of combined Government experience. Check out just a few of our star players, and their specific experience in the public sector below...

Implementation Consultant



ART TORRES C.P.M.
Former Chief Procurement Officer at California State University-San Bernardino

Solutions Engineer



ADAM BUTLER
Former Procurement Team Lead and Senior Contracting Officer, U.S. Department of State

Application Support Specialist



CODY WINIESDORFFER
Former Senior Sourcing Specialist, City of Pittsburgh, PA

Implementation Consultant



SHILOH ROGERS
Former Procurement Manager for the City of Banning, CA

Implementation Analyst



BOBBY WILLIAMS
Former Procurement Supervisor at Mesa Public Schools, AZ

Project Manager



MILLIE CROSSLAND
Former City Clerk for Kansas City, MO, and Police Records Manager for Oakland, CA

Manager, Implementation Consultants



ROBERTO RUIZ JR.
Former Sr. Budget Analyst at the Teacher Retirement System of Texas

SVP of OpenGov Procurement



THAO JONES-HILL
22 years experience leading government technology companies

Awards & Credentials

As mentioned above, OpenGov employees have over 500 years of collective government employment experience, and many of our key personnel are members of government-focused organizations like [GFOA](#) and [ICMA](#). OpenGov has consistently appeared on the [GovTech 100 list](#) for several years, was named to the [2021 Top Workplaces USA](#) and most recently was named to the [Forbes 2022 list of America's Best Startup Employers](#). We focus our hiring on top-tier talent pools for individuals with proven track records in government and/or the government technology industry.



Company History

After witnessing the City of Palo Alto spend over \$10 million on an ERP system that was delivered on 20 discs and had green screens, OpenGov's founders learned that governments across the country were similarly hamstrung by outdated technology. The public sector has been underserved by its vendors for decades, while the digital era has transformed consumer experiences and private sector organizations.

State and local governments deserve access to modern cloud software suited for their increasingly complex needs. Citizens deserve to know that their tax dollars are being spent by effective and accountable organizations. Our public sector leaders deserve to be supported by companies who act as true partners. In order to address these needs, OpenGov was born in 2012.

Today we have over 1,600 government customers using our cloud-based suites. Below are the stories of just a few of our customers who have adopted OpenGov Procurement to transform their communities...

Customer Stories

Greenville County, South Carolina, Accelerates Solicitation Development by 91% and Expands Vendor Network

Until recently, procurement was a painstaking, overwhelming process for staff of rapidly growing Greenville County, SC. That is, until they looked to online procurement software.

Procurement in South Carolina's most populous County (population 525,000+) involved a series of manual processes and paper shuffling. Solicitations were developed in Microsoft Word, converted to a PDF, launched on the appropriate web page, and sent to suppliers. Vendors returned responses in hard copy, of which multiple copies were made and stored in binders. **Something had to change.**

"We decided we had a system that had an electronic bid [option]," Procurement Director Bob Brewer said. "Once we started looking at it, it was good. It was an easy process to use, but our implementation was still six months down the road, and unfortunately, Covid hit."

Bob and his team knew they had to kick their plans into a higher gear. But the implementation didn't go as planned, and they soon found themselves reverting to the old paper methods. And then they discovered OpenGov Procurement and jumped in with both feet.

Now, when staff makes a procurement request, they visit the OpenGov portal, answer a few questions, enter the scope of work, and submit. The procurement team then reviews the submission, turns it over to an RFP or IFB, and launches it online to the public.

Customer Results

- **91% Faster Solicitation Development**
- **95% overall productivity gain for Procurement**
- **Improved Staff, Vendor Satisfaction**

For the full story, [click here](#) to read about how Greenville County, SC transformed purchasing with OpenGov.



"We've had a great experience with OpenGov. We're very fortunate to have this right now. It's a great program that is proven."

Bob Brewer

Procurement Director | Greenville County, SC

For more customer stories on how OpenGov's solutions are driving success in communities around the country, please visit: <https://opengov.com/customers>

Washington County, OR, Addressing Homelessness with More Efficient Procurement Process

Like many counties across the country, Washington County, OR is working hard to address homelessness. In 2020, voters passed a measure to increase funding for programs related to the issue, and by the next year, the county procurement office was working hard to get that influx of cash to the right suppliers so that they could make a difference in their community.

"It's an amazing program, and we're doing great things, but there aren't enough companies out there that do addiction treatment and housing services," said Suzi Fulcher, the Procurement Manager at Washington County. "Trying to build capacity for the ones that do that, and trying to help the ones that want to is very time consuming."

As this new workload was building back in 2020, Fulcher and her team were still using a mostly paper procurement system. With OpenGov Procurement, the County can get funding to vendors to fight homelessness faster, even though it's short-staffed.

Customer Results

- **100% Online Evaluation Increases Equity**
- **Transparent Communication with Suppliers**
- **Streamlines Solicitation Development to Help with Short Staffing**

For the full story, [click here](#) to read about how OpenGov's Procurement Software modernized Washington County OR's Procurement Process.



"The greatest benefit I've seen from OpenGov Procurement is being able to do more with the same amount of people, without adding the kind of strain that burns people out and leads to turnover."

Suzi Fulcher

Procurement Manager | Washington County, OR

For more customer stories on how OpenGov's solutions are driving success in communities around the country, please visit: <https://opengov.com/customers/>

Professional Services Overview

We Are Here to Support You

Your success as a customer is OpenGov's top priority. We recognize the challenge of adding a new software implementation project to your already full-to-the-brim schedule. We've invested heavily in the key drivers of your agency's success so you can maximize the impact of your OpenGov software and arm you with insight, expertise, and industry-leading best practices.



Experience

Our team of over 150 Professional Services experts have implemented over 1,600 customers - we have the experience to make your implementation a success.



Expertise

OpenGov shares your mission of effective government - and deploys over 500+ years of previous public sector experience for your success.



Fully-Supported

No matter the expertise your project needs, our team of professionals are here to partner with you on even the most complex projects.

OpenGov Deployment Methodology

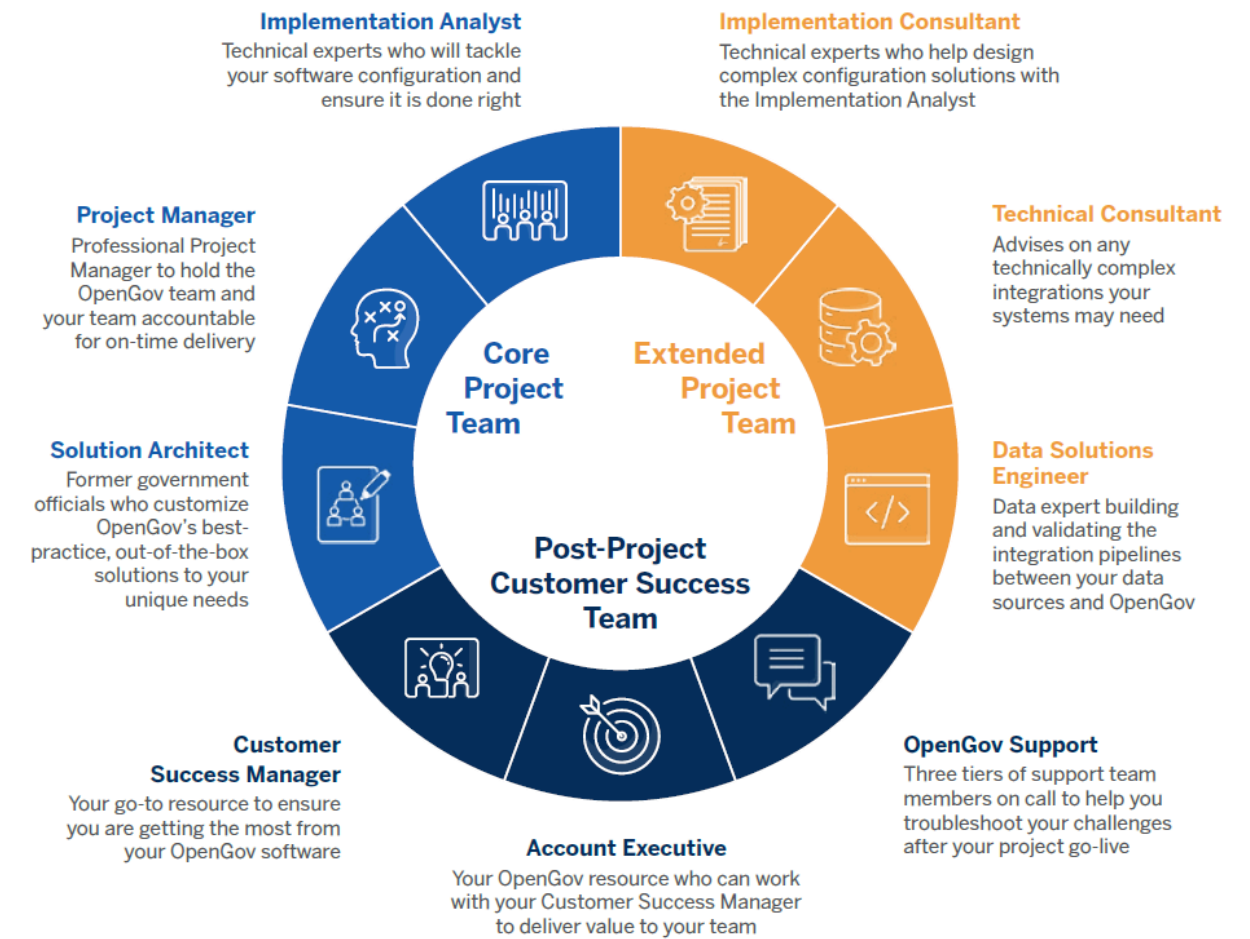
Our data-first deployment methodology is based on strategies that reduce your time to value, keep the project in motion and promote the leadership of you and your teams. To effectively deploy these strategies and keep the focus on outcomes, project progression, and your enablement, our methodology follows five key focus areas.



When you get OpenGov Professional Services, you get confidence in every step of your project. Our team's best practices ensure alignment, support, and documentation to build the foundation of a successful implementation and a software used in years to come. The OpenGov Deployment methodology prepares and enables your team for continued ownership of your OpenGov solution, made possible without dependency on IT or coding knowledge and with continued award-winning OpenGov Support.

Delivering Success During and After the Project

We recognize the challenge of adding a new software implementation project to your already full schedule. To ensure you derive the full value from OpenGov, we’ve researched and invested heavily in the key drivers of our projects’ success. For each of those key drivers, from project management to technical problem solving to change management, we have team members with the corresponding expertise at the ready to support. Depending on your project’s needs, you will have complete coverage and support to make the most from your OpenGov software during your implementation and beyond.



OpenGov Deployment Principles

Every implementation is based on our core principles and philosophy. OpenGov deploys all suites and solutions in alignment with these principles.

Security and Reliability
Providing you with tools and processes that keep your data secure and operations secure and protected



Quick Time to Value
OpenGov prioritizes milestones that deliver value quickly so you build internal credibility and start reaping benefits while we continue to deploy



Change Management
Change is difficult, and we work with you to roll out your software, inspire your team, and adopt best practices



Accurate Data
Designing, building, and validating your data pipelines to ensure you have 100% trust in your data and analyses



Hypercare

We hold your hand every step of the implementation serving as strategic advisor, technical resource, and project manager



Phased Implementation

We break a large implementation into strategic pieces to get the most out of your new software quickly during longer projects



Training and Support

Training resources to ensure you and your teams hit the ground running with an award-winning support team to back you up



Personalized Plan

We take our best practice plans and adapt them to your needs and your priorities to develop your team's personalized implementation



OpenGov Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our support processes are designed to support you throughout your journey with OpenGov.

We have three main components to our philosophy for ensuring every customer is successful and happy:



Access to our team of Government Solution Experts: This team, composed of former government finance directors, chief information officers, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



Customer Success: Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.

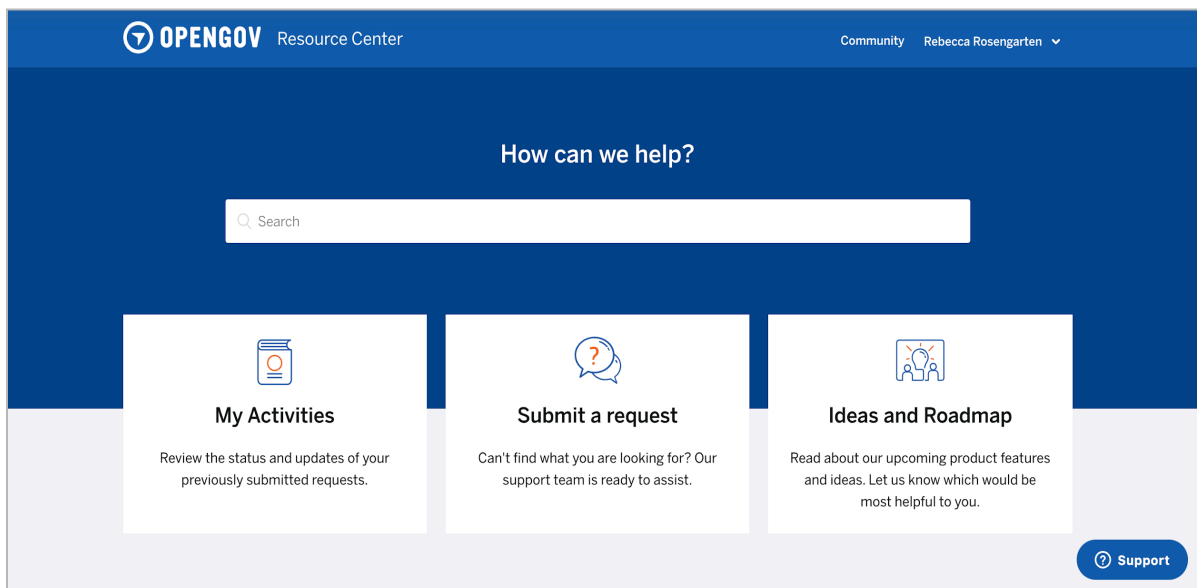


Customer Support: OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.

- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.



If you are interested in additional support options, such as access to support outside of our standard business hours, improved SLAs, and a named Designated Contact, we also offer a Premium Support service. Premium support is recommended for customers who view their OpenGov solution as mission-critical and therefore require faster response times and a designated OpenGov contact.



"We loved the process of implementing Procurement because the team at OpenGov helped us work together across departments to get us up and running quickly – a three-month implementation in government is lightning fast."

Lori Carney

Administrative Services Director | City of Palm Desert, CA

OpenGov Premium Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our processes are designed to support you at every step of your journey toward a more effective and accountable government.

OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support is intended for customers who view their OpenGov solution as mission-critical and therefore require expedited response times and a designated OpenGov contact.

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓

* Support Cases are defined as issues related to the OpenGov Software Services.

We have three main components to our philosophy for ensuring every customer is successful and happy:



Access to our team of Government Solution Experts: This team, comprised of former government finance directors, chief information officers, procurement directors, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



Customer Success: Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.

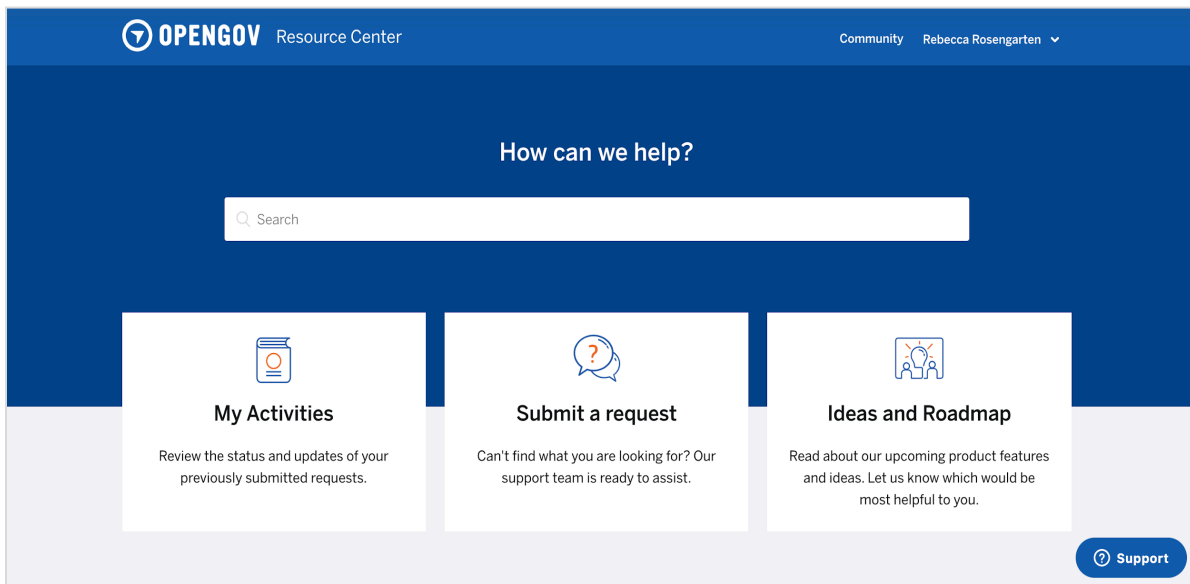


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- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.



- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.

Premium Support

Furthermore, OpenGov offers Premium Support to help organizations on their journey to successfully adopt OpenGov's solution suites. With Premium Support, increased Service Level Agreement (SLAs) mean that we start working on urgent requests even on weekends. In the spirit of addressing problems quickly, Premium Support's designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

OpenGov's Support Philosophy is simple: You invest in us. We invest in you. We are driven by customer success. If you ever need help or have questions about your system, we want to make sure you get well-informed, proactive support from the OpenGov team. Our goal is 100% satisfaction.



"We loved the process of implementing Procurement because the team at OpenGov helped us work together across departments to get us up and running quickly – a three-month implementation in government is lightning fast."

Lori Carney

Administrative Services Director | City of Palm Desert, CA

OpenGov University & Training

With our experience working with over 1,600 agencies across the U.S., OpenGov understands that our customers' success relies on more than just technology itself. That's why we include comprehensive self-guided training with our software subscriptions - ensuring your teams can take full advantage of our capabilities as they grow.

OpenGov University helps your government staff become power-users of our software. With unlimited access to the tools below, your staff can easily adopt new features and ensure that best practices are followed when business processes are enhanced with our technology solutions. Access to OpenGov University includes:



Training from OpenGov Experts

Walk through core functionality with your OpenGov deployment team as defined in the Statement of Work.



OpenGov Resource Center

Read help articles, review company announcements, or chat with Support.



Self-paced learning modules

Learn OpenGov product suites with on demand training in our learning management system.



In-app guidance

Master your software with instructions and helpful hints offered while using the software.



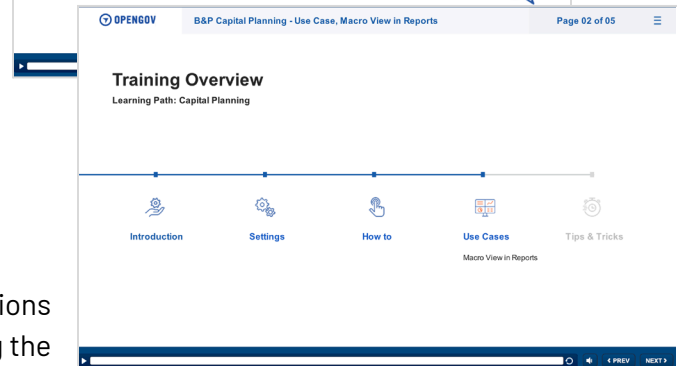
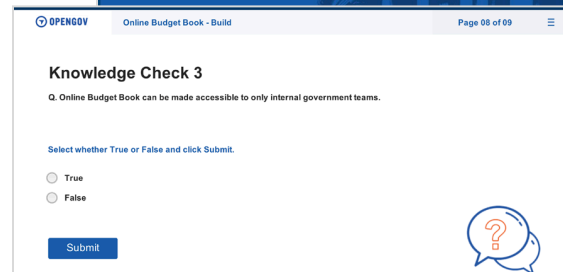
Training Workshops

Access our recurring, virtual training series on product best practices.



Live Training Events

Join OpenGov's hybrid or live trainings around the country.



Benefits of OpenGov University

Maximize your investment

Save time by accelerating your team's knowledge and confidence to apply the software and best practices to your government.

Successful Change Management

Shorten the time for a new team member to provide value to your department.

Empower your teams

Develop confidence in working with OpenGov by understanding how to use our tools to best improve your team's effectiveness.

Training that grows with you

Ensure that new employees have easily accessible training as both your team grows and as your future-proof technology investment evolves.

Available on your schedule

On-demand training when you need it, to help get the entire team on the same page.

Deliver modern software to your government

Leading governments are deploying modern software to improve their process, reduce their costs and deliver more to their communities.



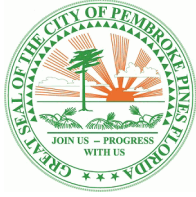
"I tell my peers: 'Run, don't walk to OpenGov.' Because they really have made it that easy."

Chris Coghill NIGPCCP

Procurement Director | City of Groveland, FL

For a complete description of all solutions and add-ons please refer to the table below.

Products & Services	Description
Procurement Suite Unlimited Users	Solicitation Development: RFx & Bid Management, Workflow Automation, Template & Scope Library Supplier Engagement: Supplier Self-Service, Guided Bidding, Social Engagement Evaluations & Awards: Multi-Phased Evaluations, Line Item Awarding, Lowest Responsive Contract Management: Spend Tracking, Searchable Repository, Contract Development
Software Implementation	Deployment of Software Services, including project management, implementation, configuration, testing, report development, interface development, and go-live.
Standard Support	Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support.
Premium Support	OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support Customers receive increased response times and a designated OpenGov contact.
OpenGov University (OGU)	Training from OpenGov experts, OpenGov Resource Center, self-paced learning modules, training workshops, live training events.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 12.

File ID: 24-0219

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 03/10/2024

Short Title: OpenGov e-Procurement Software

Final Action: 03/20/2024

Title: MOTION TO APPROVE ENTERING INTO AN AGREEMENT WITH OPENGOV FOR THE PURCHASE OF OPENGOV'S E-PROCUREMENT SOFTWARE SUITE IN AN AMOUNT NOT TO EXCEED \$134,912.07, FOR A PERIOD THROUGH SEPTEMBER 30, 2026, PURSUANT TO SECTION 35.18(C)(7) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 03/20/2024

Agenda Number: 12.

Internal Notes:

Attachments: 1. OpenGov Project Plan Letter and Partnership Investment Summary, 2. OpenGov Master Services Agreement, 3. Addendum to the OpenGov Master Services Agreement, 4. Exhibit A - Order Form, 5. OpenGov Statement of Work

Related Files:

1	City Commission	03/20/2024	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Castillo, and Commissioner Good Jr.				
Nay: - 0				

MOTION TO APPROVE ENTERING INTO AN AGREEMENT WITH OPENGOV FOR THE PURCHASE OF OPENGOV'S E-PROCUREMENT SOFTWARE SUITE IN AN AMOUNT NOT TO EXCEED \$134,912.07, FOR A PERIOD THROUGH SEPTEMBER 30, 2026, PURSUANT TO SECTION 35.18(C)(7) OF THE CITY'S CODE OF ORDINANCES.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR

COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- **Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"**
- **Section 35.18(C)(7)(h) states, "Copyrighted materials, including computer software;"**
- **Section 35.18(C)(7)(i) states, "Software licensing and maintenance with the company from which the software was purchased, or its authorized representative;"**
- **Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**
- **Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**
- **Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines' Procurement Department currently utilizes an e-Procurement software and has been actively exploring opportunities to enhance the procurement process by making it more efficient, timely and user friendly for procurement staff, departments, and vendors.
2. The Procurement Department has analyzed various e-Procurement software solutions and has found the OpenGov e-Procurement Software Platform to be the most robust solution that can best fit the City's needs.
3. The OpenGov e-Procurement Solution is an intuitive, efficient and easy to use platform that includes online self-service and collaboration features that simplify researching, building, evaluating and awarding solicitations, and enables the City to broadcast solicitations to a wide set of vendors, while allowing staff to maintain important controls to ensure transparency and the integrity of the competitive bidding process.
4. The OpenGov platform enables users to develop procurement requests using a "Turbo-Tax-like" interface that guide users through the process to create bids and RFPs and also allows for collaboration with departments to revise and red-line the solicitation and scope of work through the online portal in lieu of managing multiple version of drafts in word documents that are sent back and forth through e-mails.
5. The OpenGov platform will also provide management and support for the vendor selection process including automated tabulation of bids and proposal scores and facilitate the evaluation committee process through the system in lieu of utilizing excel spreadsheets that must be printed, reviewed and tabulated manually during public evaluation committee meetings.

Agenda Request Form Continued (24-0219)

6. The OpenGov platform also provides access to an inventory of other agencies' bids, RFPs, product specifications, and scopes of work, which serve as reference materials for staff and can enhance the quality and speed to develop new solicitations.

7. The Procurement Department and OpenGov have negotiated an agreement for an initial term commencing on May 1, 2024 through September 30, 2026 with the following costs:

- \$17,220.00 for Professional Services related to the implementation
- \$19,880.42 for Software Fees Pro-rated from May 1, 2024 through Sept. 30, 2024
- \$47,713.00 for Software Fees from Oct. 1, 2024 through Sept. 30, 2025
- \$50,098.65 for Software Fees from Oct. 1, 2025 through Sept. 30, 2026

8. In addition, the negotiated agreement includes the option to renew the agreement for two additional three-year renewal terms subject to negotiations and written consent of the parties.

9. Request the City Commission approve entering into an agreement with OpenGov for the purchase of OpenGov's e-Procurement Software suite which includes their supplier engagement, evaluation & award solution, solicitation development solution, and contract management solution in an amount not to exceed \$134,912.07, for a period through September 30, 2026, pursuant to section 35.18(C)(7) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$134,912.07 for a period through September 30, 2026.
- b) **Amount budgeted for this item in Account No:** Funds are available in account # 001-519-6005-552652-0000-000-0000 (Non-capital Software & License)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** \$134,912.07 for a period through September 30, 2026:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$37,100.42	\$47,713.00	\$50,098.65	N/A	N/A
Net Cost	\$37,100.42	\$47,713.00	\$50,098.65	N/A	N/A

- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House**

Agenda Request Form Continued (24-0219)

Labor for this service? Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Linda Smith</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 678-393-5228</td> <td>FAX (A/C, No): 678-393-5240</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: linda_smith@ajg.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Insurance Company of Pittsburg</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : AIU Insurance Company</td> <td style="text-align: center;">19399</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Linda Smith		PHONE (A/C, No, Ext): 678-393-5228	FAX (A/C, No): 678-393-5240	E-MAIL ADDRESS: linda_smith@ajg.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Company of Pittsburg	19445	INSURER B : AIU Insurance Company	19399	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED Cox Enterprises, Inc OpenGov, Inc. & Cartegraph Systems, LLC PO Box 105357 Atlanta GA 30348																					

COVERAGES**CERTIFICATE NUMBER:** 410814797**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XS of \$500,000 ☒ SELF INSURED RET GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		GL3980281	2/29/2024	1/1/2025	EACH OCCURRENCE \$4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$4,500,000 GENERAL AGGREGATE \$30,000,000 PRODUCTS - COMP/OP AGG \$6,000,000 \$
A A A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4888803 CA4888804 CA7281099	2/29/2024 2/29/2024 2/29/2024	1/1/2025 1/1/2025 1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC080772120 WC080772121 (CA) WC080772122	2/29/2024 2/29/2024 2/29/2024	1/1/2025 1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Customer RFP or RFI | Cox Operation: 0199 - OPENGOV | Cox Contact: Mary Jo Smock

City of Pembroke Pines Certificate holder is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
 10100 Pines Blvd
 Pembroke pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:
G L 3 9 8 0 2 8 1

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:
G L 3 9 8 0 2 8 1

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY LEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED
OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.
This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2024

forms a part of Policy No. 398-02-81

issued to COX ENTERPRISES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER:
GL 398-02-81

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

This endorsement, effective 12:01 A.M. 01/01/2024

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2024 forms a part of

Policy No. GL 398-02-81 issued to COX ENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.