

Statement of Work

City of Broken Arrow, OK

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Broken Arrow, OK ("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 <u>Section 14</u>), 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.

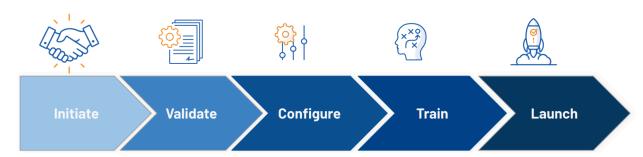
7.2. Executive involvement

- 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 progres or, outcome, that is not acceptable.
- 7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.
- 7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.
- 7.3.4. Resolution will be documented and signed off.

8. 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 five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
- 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 | | | | |
| | Chart of Accounts | | | | |
| | Online Budget Book | | | | |
| Configure | Financial Integration | | | | |
| Train | Admistrator Training | | | | |
| Launch | Go Live, HyperAdpotion, 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
- B&P Integrations
- Reporting & Transparency

Initaite & 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, to accommodate the project segment for the project ledger integration with Munis.
- Review configured COA and uploaded data and provide training to Customer on how to:
 - o Manage new codes
 - o Edit COA
 - o 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.

Reporting

OpenGov will:

- Configure up three (3) standard reports using the customer's integrated financial data:
 - o Annual
 - o Budget to Actuals
 - o Transactions
- Provide up to eight (8) additional hours of support toward rebuilding existing reports or creating new reports using integrated or manually imported data.

Customer will:

- Validate and provide sign-off of Reports.
- Maintain the Reports once configured.

Completion Criteria

• Customer sign-off that Reports have been configured.

Dashboards

OpenGov will:

- Configure dashboards based on one (1) segment or roll up in the Chart of Accounts based on the customer provided template.
- Produce the reporting views and dashboard based on the Customer's configuration.
- Provide Excel Template for the Customer to complete for the configuration of dashboards.

Customer will:

• Provide a completed template for OpenGov to use for the Dashboards.

Completion Criteria

• Customer sign-off that Dashboards have 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.

Financial Integration

OpenGov will:

- Integrate the following functionalities:
 - o General Ledger Actuals and Budget (Revenue and Expenses)
 - o Project Ledger
- Extract, transform (when required) and load the data.
- Build Validation Reports for Budget and Actuals.
- Validate the historical data and current year data based on the Customer provided summary report.
- Schedule the current year data load.
- Monitor the data load.

OpenGov assumptions:

- Integration is unidirectional from the Customer's Tyler Munis into OpenGov.
- The data will be linked to the Customer's COA.

Customer will:

- Provide an IT resource to assist the project team in the initial set-up.
- Provide assistance to understand source system specific customizations and configurations when building the data extract.
- If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location.
- Any charges for the data from the ERP system will be the customer's responsibility.
- Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor.
- Provide a summary export data to validate against.
- Validate and provide sign off on the integrated data and reports.
- Changes to the underlying data after project closure will be the responsibility of the customer to update.
- Maintenance of the integration file on an ongoing basis is the responsibility of the customer.

Completion Criteria

• Customer sign-off that the Integration has been configured.

Train

Reporting & Transparency Administrator Refresher Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Maintain the Chart of Accounts
 - Upload and manage data for reporting
 - o 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
 - o Add Customer content including: narrative, images, and external data to Stories
 - o 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 four (4) 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