

Amendment 1 to the OpenGov Services Agreement with the City of San Pablo, CA

This Amendment 1 ("Amendment") is effective as of the date of the last signature below and is made to amend the OpenGov Services Agreement by and between OpenGov, Inc. ("OpenGov") and the City of San Pablo, CA ("Customer") dated August 1, 2023 ("Agreement").

1. **Definitions.** Capitalized words and terms used but not defined in this Amendment, shall have the meanings ascribed to them in the Agreement.
2. **Amendments.** The Agreement is hereby amended as follows:
 - 2.1. **Order Form:** The attached Order Form ("Exhibit A") shall add scope to the Agreement from the date this Amendment is effective forward.
 - 2.2. **Incorporation of the Data Processing Addendum:** To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and/or Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, available at <https://opengov.com/terms-of-service/data-processing-addendum/>, which is incorporated by reference.
 - 2.3. **Section 9.1 Insurance:** "A.M. Best's rating of no less than A:VII" shall be replaced with "A.M. Best's rating of no less than A-:VII".
 - 2.4. **Section 9.1.4.2 Primary Coverage** shall be replaced with the following: *Primary Coverage.* With respect to Commercial General Liability insurance, the Service Provider's coverage shall be primary and non-contributory as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's Commercial General Liability insurance and shall not contribute with it.
 - 2.5. **Section 9.1.4.4 Waiver of Subrogation** shall be replaced with the following: *Waiver of Subrogation.* Service Provider shall cause its Commercial General Liability and Workers' Compensation insurance policies to include a waiver of subrogation in favor of the City, its officers, officials, employees, and volunteers, but only with respect to claims arising out of Service Provider's operations, work, or services performed under this Agreement. Service Provider shall obtain any endorsements reasonably required to effect such waiver.
 - 2.6. **Section 9.1.4.6 Certificate of Insurance and Endorsements** shall be replaced with the following: *Certificate of Insurance and Endorsements.* Service Provider shall furnish the City with certificates of insurance and applicable endorsements evidencing the coverage required by this Agreement prior to the commencement of work. The City may review such certificates and endorsements for compliance with the requirements of this Agreement. Service Provider shall not be required to provide copies of full insurance policies. Failure to provide such certificates and endorsements prior to the commencement of work shall not waive Service Provider's obligation to maintain the required insurance coverage.
3. **Legal Effect.** Except as expressly amended or modified by this Amendment, all other terms of the

Agreement shall remain unchanged and in full force in effect.

4. **Conflict.** In the event of any conflict between the main body of the Agreement and this Amendment, this Amendment will control.
5. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

City of San Pablo, CA

OpenGov, Inc.

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____



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

Order Form Number: Q-14685
Created On: 04/20/2026
Order Form Expiration: 05/31/2026
Subscription Start Date: 06/01/2026
Subscription End Date: 07/31/2027

Prepared By: Artie Hazelton
Email: ahazelton@opengov.com
Contract Term: 14 Months

Customer Information:

Customer: City of San Pablo, CA
Bill To/Ship To: City of San Pablo 1000 Gateway Avenue
 San Pablo, California
 94806
 United States

Contact Name: Jill Mercurio
Email: jillm@sanpabloca.gov
Phone:

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Autofill Interface	06/01/2026	07/31/2026	\$227.73
Bluebeam Integration	06/01/2026	07/31/2026	\$455.34
Contractor License Verification	06/01/2026	07/31/2026	\$361.31
Document Management Interface	06/01/2026	07/31/2026	\$542.09
Permitting and Licensing - Public Works Permits Bundle	06/01/2026	07/31/2026	\$4,475.40
Autofill Interface	08/01/2026	07/31/2027	\$1,434.68
Bluebeam Integration	08/01/2026	07/31/2027	\$2,868.62

Contractor License Verification	08/01/2026	07/31/2027	\$2,276.27
Document Management Interface	08/01/2026	07/31/2027	\$3,415.16
Permitting and Licensing - Public Works Permits Bundle	08/01/2026	07/31/2027	\$28,195.15

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Permitting and Licensing Implementation Services Package	06/01/2026	Permitting and Licensing Implementation Services Package - Basic	\$29,347.50

Professional Services Total: \$29,347.50

Customer Billing/Service Periods:

Period:	Total:
06/01/2026	\$35,409.37
08/01/2026	\$38,189.88

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 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.



Statement of Work

City of San Pablo, CA

Creation Date: 04/13/2026
SoW Expiration Date: 06/22/2026
Document Number: PS-11517.3
Created by: Josh Volpert

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OpenGov Statement of Work

1. **Project Scope and Understanding**

This Statement of Work (“SOW”) outlines the Professional Services OpenGov will provide to the City of San Pablo, CA (“Customer”) under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. **Exhibits**

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
 - 2.1.1. Permitting & Licensing
- 2.2. Exhibit 2: Technical Requirements
 - 2.2.1. Permitting & Licensing

3. **OpenGov Responsibilities**

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The “Project Plan” is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The “Project Charter” is a high-level document outlining the project’s purpose, goals, key stakeholders, success criteria, and major milestones.

4. **Customer Responsibilities**

The Customer will appoint a primary point of contact with authority to make binding decisions (“Customer’s Project Manager”). This person will coordinate internal resources, assign subject matter experts (“SMEs”), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order").

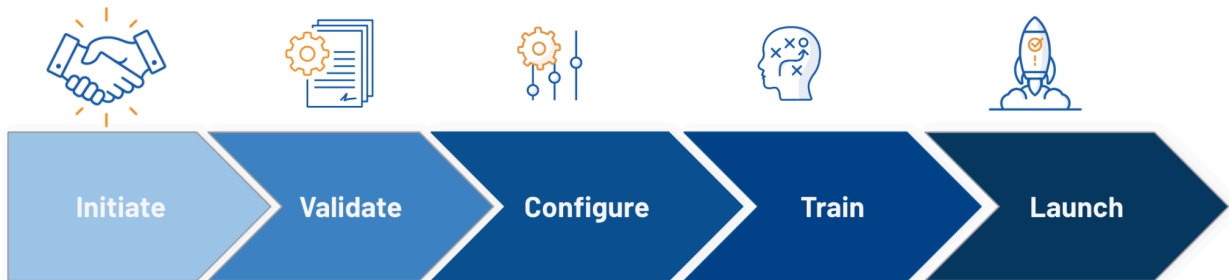
Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov’s Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Public Works

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- 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.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
 - Review deliverables
 - Review technical requirements
 - 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 project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Public Works Service Area

Up to three (3) record types from the following list:

- Encroachment Permit
- Transportation Permit
- Environmental Permits

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to two (2) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

State Contractor Integration

OpenGov will:

- Integrate with the California licensed professional dataset for use within OpenGov.

Completion Criteria

- Customer sign-off on the State Contractor Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provider required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Document Management Access

OpenGov will:

- Provide the ability for Customer to export from OpenGov and import into a third-party document management system including: listing of file names and file paths of all submitted forms, issued documents, record attachments, and record and location metadata.
- Documents will be accessible in OpenGov's Document Management Interface for 365 days from the time they are created. The Document Management Interface only provides access to documents created after the interface is enabled.

Customer will:

- Import data into the third-party system

Completion Criteria

- Customer sign-off that the Document Management Access has been provided.

Bluebeam Integration

OpenGov will:

- Enable Bluebeam integration
- Provide instructions on how to connect Bluebeam.

Customer will:

- Provide Bluebeam Core or Complete license(s).
- Handle licensing and training with Bluebeam directly.

Completion Criteria

- Customer sign-off on the Bluebeam Integration.

Train

Administrator Training

OpenGov will:

- Provide up to twelve (12) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms
 - Editing Documents
 - Creating Workflows
 - Setting up Inspections
 - Reporting & Transparency
 - Download and upload data
 - How to create reports and dashboards
 - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

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

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

Document Management Access

- ODBC access to a Microsoft SQL Server Database view or .csv file FTPS

Bluebeam

- Bluebeam Core or Complete license(s)
- User(s) must have Bluebeam Revu 21 downloaded