

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated September 24, 2024, 2024 and is between Carahsoft Technology Corporation a Maryland Corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On December 12, 2023, the County and the Contractor entered into Agreement with Carahsoft to Acquire a Cloud Based Enterprise Asset Management Platform, which is County agreement number 23-673 (“Agreement”), for a cloud-based enterprise asset management platform that allows for the management and distribution of workloads throughout the organization.

B. Contractor agreed to provide a unique set of modules for the Department of Public Works and Planning – (“Department”) which was implemented to handle the County’s Road Maintenance and Operation Division and consisted of OpenGov’s Cartegraph Signal Domain, Stormwater Domain, Enterprise Integration, Asset Builder, Scenario Builder, Transportation Domain, and Professional Services Deployment. The Department now desires to add additional domains to handle the County’s Resources Division – Special Districts Administration which consist of Parks and Recreation, Sanitary Sewer, Water Distribution, Water Treatment plants, and Wastewater treatment plants.

C. Whereas, under section 12.1 of the Agreement, it is expressly stated that the Agreement may be modified by written agreement signed by both parties.

D. The County and the Contractor now desire to amend the Agreement to add additional domains to handle the County’s Resources Division – Special Districts Administration which consist of Parks and Recreation, Sanitary Sewer, Water Distribution, Water Treatment plants, and Wastewater treatment plants. By including these additional domains, the Department will now have one centralized software solution that tracks all our assets and enables efficient emergency response.

The parties therefore agree as follows:

1 1. Section 3.2 of the Agreement, located on page 3 of the Agreement, lines six (6) through
2 fourteen (14), beginning with the word “Maximum” and ending with the sum “(\$226,293.13).” is
3 deleted in its entirety and replaced with the following:

4 **“Maximum Compensation.** The maximum compensation payable to the
5 Contractor under this Agreement, for the initial term of the agreement and the
6 optional one-year extensions, is One Million Six Hundred and Twenty-Six
7 Thousand and Four Hundred Thirty-Six and 80/100 dollars (\$1,626,436.80). For
8 the period of December 15, 2023, to December 14, 2024, in no event shall
9 compensation paid for services performed under this agreement be in excess of
10 Three Hundred and Fifty-Five Thousand and Eight Hundred and Sixty and
11 11/100 Dollars (\$355,860.11). For the period of December 15, 2024, to
12 December 14, 2025, in no event shall compensation paid for services performed
13 under this agreement be in excess of Two Hundred and Ninety-Four Thousand
14 Seven Hundred and Eighty Eight and 83/100 Dollars (\$294,788.83). For the first
15 optional period of December 01, 2025, to December 30, 2026, in no event shall
16 compensation paid for services performed under this agreement be in excess of
17 Three Hundred and Nine Thousand and Five Hundred and Twenty-Eight and
18 26/100 Dollars (309,528.26). For the second optional period of December 15,
19 2026, to December 14, 2027, in no event shall compensation paid for services
20 performed under this agreement be in excess of Three Hundred and Twenty-Five
21 Thousand and Four and 68/100 Dollars (\$325,004.68). For the third optional
22 period of December 15, 2027, to December 14, 2028, in no event shall
23 compensation paid for services performed under this agreement be in excess of
24 Three Hundred Forty-One Thousand and Two Hundred Fifty Four and 92/100
25 Dollars (\$341,254.92)”

26 2. Existing Exhibit “A” of the Agreement, located as an exhibit to the Agreement, is
27 appended to add Exhibit “A-1”, attached hereto and incorporated herein by this reference, which
28 now includes Statement of Work for County’s Resources Division – Special Districts

1 Administration which consist of Parks and Recreation, Sanitary Sewer, Water Distribution,
2 Water Treatment plants, and Wastewater treatment plants.

3 3. Existing Exhibit "B" of the Agreement, located as an exhibit to the Agreement, is
4 appended to add Exhibit "B-1", attached hereto and incorporated herein by this reference, which
5 now includes a price quotation for County's Resources Division – Special Districts
6 Administration which consist of Parks and Recreation, Sanitary Sewer, Water Distribution,
7 Water Treatment plants, and Wastewater treatment plants.

8
9 4. When both parties have signed this Amendment No. 1, the Agreement, and this
10 Amendment No. 1 together constitute the Agreement.

11 5. The Contractor represents and warrants to the County that:

- 12 a. The Contractor is duly authorized and empowered to sign and perform its obligations
13 under this Amendment.
- 14 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
15 to do so and his or her signature on this Amendment legally binds the Contractor to
16 the terms of this Amendment.

17 6. The parties agree that this Amendment may be executed by electronic signature as
18 provided in this section.

- 19 a. An "electronic signature" means any symbol or process intended by an individual
20 signing this Amendment to represent their signature, including but not limited to (1) a
21 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
22 electronically scanned and transmitted (for example by PDF document) version of an
23 original handwritten signature.
- 24 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
25 equivalent to a valid original handwritten signature of the person signing this
26 Amendment for all purposes, including but not limited to evidentiary proof in any
27 administrative or judicial proceeding, and (2) has the same force and effect as the
28 valid original handwritten signature of that person.

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- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

7. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 Carahsoft Technology Corporation

COUNTY OF FRESNO

4
5 **Natalie LeMay** Digitally signed by Natalie LeMay
Date: 2024.09.12 17:24:58 -04'00'



6 Natalie LeMay SLG Contracts Manager

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

7 Carahsoft Technology Corp.
8 11493 Sunset Hills Rd Suite 100
9 Reston, VA 20190

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10
11 By: Hanan M
Deputy

12 For accounting use only:

13 Org No.: 9140
14 Account No.: 7295
15 Fund No.: 0801
16 Subclass No.: 16900
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Exhibit A-1



Statement of Work

County of Fresno, CA

Creation Date: 7/26/2024
SoW Expiration Date: 10/26/2024
Document Number: PS-04980.1
Created by: Dean Simpson

Table of Contents

OpenGov Statement of Work	4
1. Project Scope	4
2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms	4
3. Project Delivery	4
4. Project Understanding	4
5. OpenGov Responsibilities	5
6. Project Tracking and Reporting	5
7. Communication and Escalation Procedure	6
8. Opengov Implementation Methodology	6
8.1. Initiate	7
8.2. Validate	7
8.3. Configure	7
8.5. Launch	7
9. Customer Responsibilities	7
10. Customer's Project Manager	8
11. Acceptance Procedure	8
12. Estimated Schedule	9
13. Illustrative Project Timelines	9
14. Change Order Process	10
Exhibit 1: Implementation Activities	11
Enterprise Asset Management	11
Initiate	11
Validate	11
Configure	12
Train	13
Launch	14

OpenGov Statement of Work

This Statement of Work (“SOW”) identifies services that OpenGov will perform for County of Fresno, CA (“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

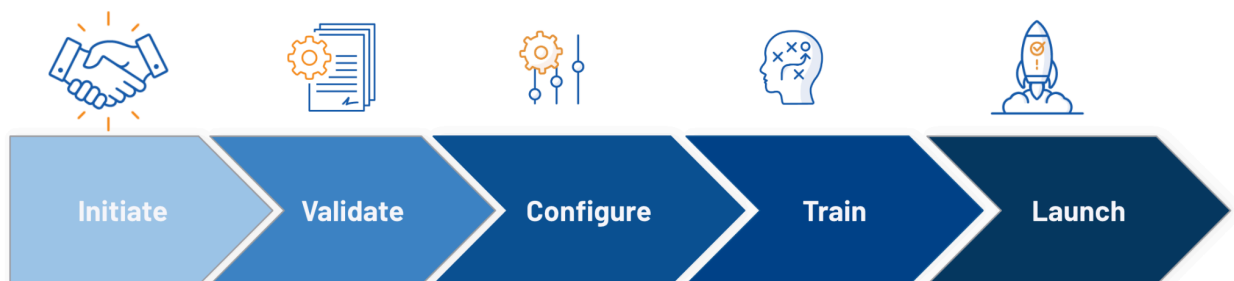
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

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 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 1	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								
Validate	Requirements Gathering, Project Workbook								
Configure	Test conversion, Test integration, Start Up Data upload, GIS integrations								
Train	Train the Trainer, Advanced trainings, Weekly Q&A								
Launch	Go Live Readiness, Production Cut over, Go Live Support, 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

Enterprise Asset Management

Use Cases Build for Enterprise Asset Management:

- Parks and Rec
- Water Distribution
- Water Treatment
- Wastewater Treatment
- Wastewater Collection / Sanitary Sewer

OpenGov Enterprise Asset Management

Initiate

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide a template file to be utilized by Customer staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be Customer administrator's responsibility.)

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- Project kicked off with an initial project timeline delivered.

Validate

OpenGov will:

- Provide up to four (4) hours of configuration workshop sessions. These sessions will be collaborative engagements meant to train stakeholders and administrators on the configuration of the OMS system. After these sessions, stakeholders and administrators will be enabled to complete any additional configurations necessary, and validate out of the box workflows against their organization's operations.

Completion Criteria:

- Completion of configuration workshops.

Configure

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - Parks and Recreation (10)
 - Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree
 - Water Distribution (9)
 - Water Backflow; Water Facility; Water Hydrant; Water Lateral; Water Main; Water Meter; Water Pump; Water Valve; Water Storage Tank
 - Water Treatment Plant (34)
 - Water Treatment Plant; Water Treatment Plant Blowers; Water Treatment Plant Compressors; Water Treatment Plant Electrical Generator; Water Treatment Plant Facility; Water Treatment Plant HVAC Equipment; Water Treatment Plant Instrumentation; Water Treatment Plant Motors; Water Treatment Plant Processes; Water Treatment Plant Pump; Water Treatment Plant Screens; Water Treatment Plant Structure; Water Treatment Plant UV; Water Treatment Plant Valves; Water Treatment Plant Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Mechanical Issues; Special Construction; Stairs; Superstructure; Selective Building Demolition; Site Preparation; Site Improvement; Other Site Construction
 - Wastewater Treatment Plant (36)
 - Wastewater Treatment Plant Blowers; Wastewater Treatment Plant Compressors; Wastewater Treatment Plant Conveyors; Wastewater Treatment Plant Electrical Generator; Wastewater Treatment Plant Facility; Wastewater Treatment Plant HVAC Equipment; Wastewater Treatment Plant Instrumentation; Wastewater Treatment Plant Motors; Wastewater Treatment Plant Presses; Wastewater Treatment Plant Processes; Wastewater Treatment Plant Pump; Wastewater Treatment Plant Screens; Wastewater Treatment Plant Structure; Wastewater Treatment Plant UV; Wastewater Treatment Plant Valves; Wastewater Treatment Plants; Wastewater Treatment Plant Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Mechanical Issues; Special Construction; Stairs; Superstructure; Selective Building Demolition; Site Preparation; Site Improvement; Other Site Construction
 - Wastewater Collection / Sanitary Sewer (7)

- Sewer Cleanout; Sewer Facility; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
 - o Dashboards
 - o Standard KPI/ROI Gadgets
 - o Logins/Permission
 - o Layers
 - o Filters
 - o Maps
 - o Grids
 - o System Navigation
 - o Views (List & Detail)
 - o Standard Reports
 - o Attachments
 - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
 - o OpenGov Asset Management Esri integration configuration options
 - o Integration functionality (basemap and feature)
 - o Overall Esri integration requirements, considerations, and OpenGov recommended best practices
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Builder. Training topics include:
 - o OpenGov Asset Management Administrator

- Structure Manager
- Library Manager
- Layout Manager
- User/Role Configurations
- o OpenGov recommended best practices for expanding the system's use and/or building assets

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

Core Training:

- Provide Preventative Maintenance Plans remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to four (4) hours. Training topics include:
 - o Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - o Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - o OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management

Completion Criteria

- Core Training and train-the-trainer has been conducted.

Launch

OpenGov will:

- Provide up to remote, up to four (4) hours, web conferences, of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.

PRICE QUOTATION
CARAHSOFT TECHNOLOGY CORP

Exhibit B-1

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Thanaphat Pat Srisukwatana
IT Manager
Fresno County
CA USA

FROM: Heather Castellanos
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: tsrisukwatana@fresnocountyca.gov

EMAIL: Heather.Castellanos@carahsoft.com

PHONE: (202) 693-3076

PHONE: (571) 662-3750

TERMS: Contract Number: 7-17-70-40-05
NASPO Master Contract Number: AR2472
Contract Term: 09/15/17 - 09/15/26
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 45 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 48987676
QUOTE DATE: 07/29/2024
QUOTE EXPIRES: 09/15/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$117,262.46
TOTAL QUOTE: \$117,262.46

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
PRORATED TERM						
1	OG-TWBF-B6080M-AR-1Y-491	Water Distribution Domain - Between \$60-80 Million - 1Y OpenGov, Inc. - OG-TWBF-B6080M-AR-1Y Start Date: 10/15/2024 End Date: 12/14/2024	\$16,512.21	\$2,162.17	COOP 1	\$2,162.17
2	OG-TWAZ-B6080M-AR-1Y-491	Wastewater Collection - Between \$60-80 Million - 1Y OpenGov, Inc. - OG-TWAZ-B6080M-AR-1Y Start Date: 10/15/2024 End Date: 12/14/2024	\$16,512.21	\$2,344.44	COOP 1	\$2,344.44
3	OG-TWBE-B6080M-AR-1Y-491	Wastewater Treatment Domain - Between \$60-80 Million - 1Y OpenGov, Inc. - OG-TWBE-B6080M-AR-1Y Start Date: 10/15/2024 End Date: 12/14/2024	\$17,688.33	\$2,122.94	COOP 1	\$2,122.94
4	OG-TWBG-B6080M-AR-1Y-491	Water Treatment Domain - Between \$60-80 Million - 1Y OpenGov, Inc. - OG-TWBG-B6080M-AR-1Y Start Date: 10/15/2024 End Date: 12/14/2024	\$17,688.33	\$2,122.94	COOP 1	\$2,122.94
5	OG-TWAY-B6080M-AR-1Y-491	Parks & Recreation Domain - Between \$60-80 Million - 1Y OpenGov, Inc. - OG-TWAY-B6080M-AR-1Y Start Date: 10/15/2024 End Date: 12/14/2024	\$16,512.21	\$2,122.94	COOP 1	\$2,122.94
6	OG-PSBG-B6080M-OT-0Y-491	Professional Services Deployment - Prepaid - Between \$60-80 Million - 0Y OpenGov, Inc. - OG-PSBG-B6080M-OT-0Y Start Date: 10/15/2024 End Date: 12/14/2024	\$297.00	\$276.07	COOP 149	\$41,134.43
PRORATED TERM SUBTOTAL:						\$52,009.86

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM



LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1						
7	OG-TWBF-B6080M-AR-1Y-491	Water Distribution Domain - Between \$60-80 Million - 1Y OpenGov, Inc. - OG-TWBF-B6080M-AR-1Y Start Date: 12/15/2024 End Date: 12/14/2025	\$16,512.21	\$12,973.01	COOP 1	\$12,973.01
8	OG-TWAZ-B6080M-AR-1Y-491	Wastewater Collection - Between \$60-80 Million - 1Y OpenGov, Inc. - OG-TWAZ-B6080M-AR-1Y Start Date: 12/15/2024 End Date: 12/14/2025	\$16,512.21	\$14,066.67	COOP 1	\$14,066.67
9	OG-TWBE-B6080M-AR-1Y-491	Wastewater Treatment Domain - Between \$60-80 Million - 1Y OpenGov, Inc. - OG-TWBE-B6080M-AR-1Y Start Date: 12/15/2024 End Date: 12/14/2025	\$17,688.33	\$12,737.64	COOP 1	\$12,737.64
10	OG-TWBG-B6080M-AR-1Y-491	Water Treatment Domain - Between \$60-80 Million - 1Y OpenGov, Inc. - OG-TWBG-B6080M-AR-1Y Start Date: 12/15/2024 End Date: 12/14/2025	\$17,688.33	\$12,737.64	COOP 1	\$12,737.64
11	OG-TWAY-B6080M-AR-1Y-491	Parks & Recreation Domain - Between \$60-80 Million - 1Y OpenGov, Inc. - OG-TWAY-B6080M-AR-1Y Start Date: 12/15/2024 End Date: 12/14/2025	\$16,512.21	\$12,737.64	COOP 1	\$12,737.64
YEAR 1 SUBTOTAL:						\$65,252.60
SUBTOTAL:						\$117,262.46
TOTAL PRICE:						\$117,262.46
TOTAL QUOTE:						\$117,262.46

PRICE QUOTATION
CARAHSOFT TECHNOLOGY CORP

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Billing Frequency: Annually in Advance

Prorated Annual Software Term + Professional Services- \$52,009.86

Period of Performance: 10/15/2024-12/14/2024

Optional Renewal Outyears:

Year 1- \$65,234

Period of Performance: 12/15/2024-12/14/2025

Year 2- \$68,495.70

Period of Performance: 12/15/2025-12/14/2026

Year 3- \$71,920.48

Period of Performance: 12/15/2026-12/14/2027

Year 4- \$75,516.51

Period of Performance: 12/15/2027-12/14/2028

Year 5- \$79,292.34

Period of Performance: 12/15/2028-12/14/2029

Amending prior agreement tied to check 210037847 to include below software:

Year 1 + Professional Services-\$290,626.11

Period of Performance: 12/15/23-12/14/24

Products Included: Signal Domain, Stormwater Domain, Enterprise Integration, Asset Management, Asset Builder, Scenario Builder, Transportation Domain and Professional Service Implementation.

Opengov Terms of Service

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov services is pursuant to the OpenGov End User License Agreement set forth at <https://opengov.com/terms-of-service/end-user-license-agreement/>

****PLEASE NOTE****

Please be sure to include any applicable contract numbers on your purchase order, as well as, all billing and shipping emails and mailing addresses to ensure your order can be processed in a timely manner.

For orders that may be subject to taxes, please provide the end user's mailing address so the correct tax rate, if any, can be applied.