PIGGYBACK AGREEMENT FOR SOFTWARE SOLUTIONS
SOURCEWELL CONTRACT #060624-VTO

This Agreement is made on the _____ **day of _____, 2026** (the "Effective Date"), by and between the **City of Pinellas Park**, a Florida municipal corporation (the "City"), and **Vertosoft LLC, a Virginia limited liability company** (the "Contractor"), collectively referred to as the "Parties."

WHEREAS, the City desires to purchase high quality software services with budgeting software and implementation services; and

WHEREAS, Contractor is willing and able to provide high quality software services with budgeting software and implementation services; and

WHEREAS, on April 18, 2024, Sourcewell, a State of Minnesota local government unit and service cooperative, issued competitive solicitation RFP#060624 (the "RFP") for the purpose of receiving proposals for high quality software services for the public sector; and

WHEREAS, on June 6, 2024, Contractor submitted its proposal to Sourcewell for software services, and on October 23, 2024, the Contractor and Sourcewell entered into Contract #060624-VTO, a Contract for software services (the "Master Contract") wherein the Contractor agreed to provide products and services for Sourcewell and all Participating Entities in accordance with the terms and conditions described therein; and

WHEREAS, the City of Pinellas Park is a Participating Entity with Sourcewell through Account #28872 which makes the City eligible to use the Master Contract to piggyback and purchase products and services directly from the Master Contract with Contractor; and

WHEREAS, § 2-615(b)(2) of the Pinellas Park Procurement Code authorizes the City to acquire goods or services by use of an existing agreement between a vendor and another public agency where such agreement has resulted from a competitive solicitation process acquire goods or services by use of an existing agreement between a vendor and another public agency (piggybacking) where such agreement has resulted from a competitive solicitation process pursuant to lawful competitive procedures which are equal to or more stringent that the City's, and where the City's terms of acquisition do not substantially differ from the initial public agency's agreement, and in the event the Master Contract provides for options to extend or renew, the City may exercise such rights irrespective of whether the original public agency exercises such rights; and

WHEREAS, the City of Pinellas Park's legal counsel has analyzed the RFP process used by Sourcewell for software services and has determined that it was conducted in compliance with the City's procurement rules and Florida law, and was otherwise a competitive solicitation process able to be "piggybacked" pursuant to the City's Code; and

WHEREAS, the City desires to piggyback onto the Master Contract for the purposes of receiving products and services from Contractor as are being provided to Sourcewell and other Participating Entities under the Master Contract.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Performance by Contractor</u>. The Contractor shall make available to City, and provide to City as requested, the same products and services as are available and provided to Sourcewell and Participating Entities in accordance with the terms and conditions of the Master Contract, at the prices specified therein. All references to "Participating Entities" in the Master Contract shall, for purposes of this Agreement, mean the "City of Pinellas Park".

2. <u>Scope of Services Specific to City of Pinellas Park</u>. The Contractor shall perform the work as set forth in Contractor's Quote Q-17446 hereinafter referred to as "Scope of Work"), attached hereto as Exhibit "A".

3. <u>Pricing</u>. The Contractor's products and services shall be provided at the same prices as are set forth in the Master Contract and the Scope of Work attached hereto as Exhibit "A".

4. <u>Additional Services</u>. This Agreement is only for the provision of those products and services provided by or made available by Contractor to the City in the Master Contract. The Parties understand that any other products or services the City may wish to acquire outside of the Scope may or may not be acquired from Contractor and will be acquired in accordance with applicable law and City's procurement code and administrative policies.

5. <u>Incorporation by Reference; Order of Precedence</u>. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP (inclusive of any addenda issued thereunder), (ii) the Contractor's Proposal, and (iii) the Master Contract (including any exhibits, amendments and extension notices related thereto as of the Effective Date of this Agreement). Notwithstanding any term in the Master Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the Master Contract shall prevail first, followed by the RFP, and followed by the Contractor's Proposal.

6. <u>Term and Termination of the Agreement</u>. The Term of this Agreement shall commence on the Effective Date herein and shall have a Termination Date of **October 25, 2028**, as set forth in the Master Contract, dated October 23, 2024, between Sourcewell and Contractor. This Agreement is eligible for up to three 1-year renewal terms. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond this Agreement term even when such extended delivery will occur after expiration of the Master Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Master Contract and this Agreement shall survive the termination or expiration of the Master Contract and this Agreement and apply to the Contractor's performance. The City has the right to terminate individual orders from Contractor immediately in the event of any of the following:

   - The City fails to receive appropriate funding in the annual City budget to pay for products and services under this Agreement.

   - Federal, State, or local laws or regulations prohibit the purchases from Contractor or change the City's requirements for purchases.

   - The Contractor materially breaches the Master Contract, or any additional terms agreed to between the City and Contractor, and Contractor fails to cure the breach in accordance with the Master Contract.

7. <u>Title References</u>. To the extent the Master Contract refers to certain officials or employees authorized to act under the Master Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the City of Pinellas Park City Manager, or designee. To the extent the Master Contract refers to the "Owner", the Parties agree that for purposes of this Agreement, such references shall mean the City.

8. <u>Public Records.</u> The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

    (a) Keep and maintain public records required by the City to perform the services provided hereunder.

    (b) 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.

    (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

    (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

    If the Contractor fails to comply with the requirements in this section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

    IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.369.0619), E-MAIL (cityclerk@pinellas-park.com), OR MAIL (CITY OF

PINELLAS PARK, OFFICE OF THE CITY CLERK, 5141 78th AVENUE NORTH, PINELLAS PARK, FLORIDA, 33781.

9. <u>Notices</u>. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

City:	City of Pinellas Park Attn: City Manager 5141 - 78th Avenue North Pinellas Park, FL 33781
Contractor:	Vertosoft, LLC Attn: Jay Colavita, President 1602 Village Market Blvd. SE Suite 320 Leesburg, VA 20175

10. <u>Representations; Warranties</u>.

   a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.

   b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

11. <u>Miscellaneous</u>.

   a. **Merger**. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

   b. **No Waiver**. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any

such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

c. **Assignment; Subcontracting**. The Contractor understands that the nature of the products and services to be provided under this Agreement are highly specialized and the City will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the City.

d. **Governing Law; Venue**. This Agreement is governed by the laws of the State of Florida, and the venue for any legal action is in Pinellas County, Florida. Contractor shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations, and standards throughout the initial term and all renewal terms of this Agreement.

e. **Attorney Fees**. Notwithstanding any provision of the Master Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

f. **Compliance With Laws; Non-Discrimination**. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or the delivery of the Contractor's products and services to the City. Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age, or marital status.

g. **Licenses**. The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the products and services under this Agreement and the Master Contract, and shall maintain same in good standing during the full term of this Agreement.

h. **Severability**. In case any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.

i. **Relationship of Parties**. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest, or status as an employee of the City. The City shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge, or promptly take such action as may be necessary and reasonable to settle such debts or claims.

j. **Liability and Insurance**. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth herein. Proof of such insurance coverages and certificates of insurance will be provided to the City upon request as required in the Master Contract and RFP. Specifically, Contractor shall carry and provide the following types and amounts of insurance during the term of this Agreement and any renewal terms and for one year after the expiration of this Agreement:

1.   Certificate of Insurance

The City shall be furnished with proof of insurance coverage as follows:

- The name of the insured Contractor, the name of the insurer, the number of the policy, its effective date, and its termination date; and

- Statement that the insurer will mail notice to the City at least ten (10) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy; and

- Certificate of Insurance shall be in the form as approved by the City and such Certificate shall clearly state all the coverages required in this Section; and

- If requested by the City, the Contractor shall furnish complete copies of insurance policies, forms, and endorsements; and

- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Contractor or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the Contractor's obligations to fulfill the requirements of this Section.

2.   Workers' Compensation Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with delivery of products and services to the City, and in case any Work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Workers' Compensation Law.

3.   Liability Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect City from claims for damages for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by

Contractor or by anyone directly or indirectly employed by Contractor, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is $2,000,000 including a separate project aggregate limit of $2,000,000 for this Agreement.

- Coverage shall include premises, operations, products, completed operations, independent Contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury, and bodily injury.

- The Contractor is required to continue to purchase products and completed operations coverage for products delivered and services performed under this Agreement for a minimum of three (3) years following the expiration of this Agreement.

- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

- Minimum Coverage is $1,000,000.

- Coverage shall include bodily injury and property damage arising out of ownership, maintenance, or use of any auto, including non-owner and hired automobiles and employee non-ownership use.

k. **Indemnification and Preservation of Immunity**. The Contractor releases and shall indemnify, hold harmless, and defend each City Indemnified Party (defined as the City, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law.

l. **Scrutinized Companies**. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725) or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Contractor.

m. **Immigration Compliance; E-Verify**. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any subcontractors authorized by the City.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to provide products or services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized

to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this Agreement. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

n. **Human Trafficking Affidavit**. The Contractor shall provide the City with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the City's procurement staff.

o. **Owner Direct Purchases**. Owner Direct Purchases shall not apply to software, software licenses, subscriptions, cloud services, maintenance, support, professional services, or any intangible or electronically delivered products. Any such items shall be provided solely under the terms of this Agreement and applicable license agreements.

p. **Personal Identifying Information**. Pursuant to Florida Statutes § 287.138, in the event the performance by Contractor under this Agreement would require the Contractor to possess the personal identifying information of citizens provided by the City, Contractor will be required to complete a Foreign Country of Concern Attestation.

q. **No Third-Party Beneficiary**. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

r. **Amendments**. This Agreement may be modified, amended, or extended only by written amendment executed by authorized representatives of both Parties.

s. **Execution; Authority to Execute**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

t. **Fiscal Non-Funding Clause.** The City retains the continuing right to terminate this Agreement at the expiration of each budget period (City of Pinellas Park Fiscal Year is October 1st to September 30th) during the initial term or any renewal term of this Agreement and is conditioned on a best effort attempt by the City to obtain appropriate funds for payment under this Agreement. The Contractor has no obligation to continue providing products and services if funds are not sufficiently appropriated or if funds appropriated for payment under the Master Contract and this Agreement are exhausted. Payment made for work completed through the effective date of termination will be made to the Contractor by the City.

The Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Pinellas Park

Vertosoft LLC,
a Virginia limited liability company

By: _____

By: _____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

ATTEST:

_____
Jennifer Carfagno, City Clerk

Approved as to form and correctness:

_____
Erica Augello, City Attorney

Date: 12/29/2025, 5:03 PM

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Pinellas Park, FL

Contract: Sourcewell: 060624-VTO

Quote #: Q-17446
Expires On: 1/30/2026

Quote For:
Name:
Company: City of Pinellas Park, FL
Email:
Phone:

Ship To
City of Pinellas Park, FL
Dan Katsiyiannis
7273695876
dkatsiyiannis@pinellas-park.com

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Group1

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B100150M-AR-3Y	Budgeting & Planning - Between $100-150 Million - 3Y	2/1/2026	9/30/2026	1.00	$28,020.40	$28,020.40
OG-PSBG-B100150M-OT-0Y	Professional Services Deployment - Prepaid - Between $100-150 Million - 0Y			259.00	$163.35	$42,307.65
					Group1 TOTAL:	$70,328.05

EXHIBIT A

Group2

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B100150M-AR-3Y	Budgeting & Planning - Between $100-150 Million - 3Y	10/1/2026	9/30/2027	1.00	$42,030.62	$42,030.62
					Group2 TOTAL:	$42,030.62

Group3

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B100150M-AR-3Y	Budgeting & Planning - Between $100-150 Million - 3Y	10/1/2027	9/30/2028	1.00	$44,132.15	$44,132.15
					Group3 TOTAL:	$44,132.15

Group4

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B100150M-AR-3Y	Budgeting & Planning - Between $100-150 Million - 3Y	10/1/2028	9/30/2029	1.00	$46,338.75	$46,338.75
					Group4 TOTAL:	$46,338.75

Group5

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B100150M-AR-3Y	Budgeting & Planning - Between $100-150 Million - 3Y	10/1/2029	9/30/2030	1.00	$48,655.70	$48,655.70
					Group5 TOTAL:	$48,655.70

Grand Total: $251,485.27

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

EXHIBIT A

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

OpenGov

Statement of Work

City of Pinellas Park, FL

Creation Date: 11/24/2025
SoW Expiration Date: 2/24/2026
Document Number: PS-10586.1
Created by: Emily Scheckel

Table of Contents

OpenGov Statement of Work

1. **Project Scope and Understanding**
    This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Pinellas Park, FL ("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.   Budgeting & Performance
    2.2.   Exhibit 2: Technical Requirements
        2.2.1.   Budgeting & Performance

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.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

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 estimated duration of this work is 5 months. 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
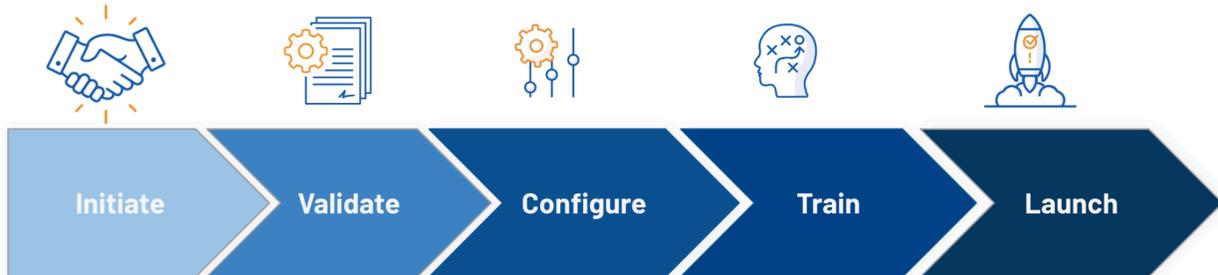
Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

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.

Budgeting & Performance

Use Cases Build for Budgeting & Performance:
- Operating Budget
- Workforce Planning
- Budget Book Publication
- B&P Integration
- Capital Budgeting

Initiate

Provisioning Budget & Planning

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

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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:
  - 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 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.

Operating Budget

OpenGov will:
- Configure one (1) Budget instance.
- Configure budget proposal based on a Segment of the Chart of Accounts.
- Train and assist on the modification of the configuration.
- Configure and upload Customer's base budget file into OpenGov budget instance.

- Configure OpenGov Budget Proposals and Worksheets for Departments in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
    - o   Create new Proposals and Worksheets
    - o   Manage Budgets

Customer will:
- Provide a current budget.
- Validate Budget Proposals and Worksheets.
- Signoff on Budget Proposals and Worksheets.

Completion Criteria
- Customer sign-off that Operating Budget proposals and worksheets have been configured.

Capital Budget

OpenGov will:
- Configure one (1) Budget instance.
- Configure and upload Customer's base budget file into OpenGov budget instance.
- Configure proposals and worksheets for Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
    - o   Create new Proposals and Worksheets
    - o   Manage Budgets

Customer will:
- Provide a current budget.
- Validate and provide signoff on Budget Proposals.

Completion Criteria
- Customer sign-off that Capital Budget proposals and worksheets have been configured.

Workforce

OpenGov will:
- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
    - o   Create Cost Elements
    - o   Populate and upload the Position Template

Customer will:
- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

Completion Criteria
- Customer sign-off that the Workforce Plan has been configured.

Reporting

OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).
- Configure up three (3) standard reports using the customer's integrated financial data:
  - o   Annual
  - o   Budget to Actuals
  - o   Transactions
- Configure up to four (4) Operating Budget Reports using OpenGov budget data:
  - o   Milestones
  - o   Development
  - o   Fund Balance Projections
  - o   Categories*
- Configure up to two (2) Capital Budget Reports using OpenGov budget data:
  - o   Development
  - o   Effect on Operating
- Review configured OpenGov Reports and provide training Customer on how to:
  - o   Export Budget Data for use in OpenGov Reports.
  - o   Create new Reports
  - o   Manage Reports
  - o   Share Reports

  *Budget Categories report is only available to customers using a zero-based budget.

Customer will:
- Validate and provide sign-off of Reports.
- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

Completion Criteria
- Customer sign-off that Reports have been configured.

Budget Book Publication

OpenGov will:
- Deliver the following Online Budget Book deliverables for use with the completion of the first OpenGov Budget development.
  - ○ 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
  - ○ Using the above standard templates, create up to 100 total Project and/orDepartment page shells.
  - ○ Create an Annual Budget Report and FTE Report using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.

- o 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.
- Create any additional OBB Reports, Report Views, and OBB Stories required by the Customer
- Add all content to Stories including:
  - o Narrative
  - o OpenGov Report Views
  - o Images
  - o Data not in OpenGov
- Attend working sessions to get answers on OBB questions.
- Make Stories public and Publish OBB.

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

Financial Integration

OpenGov will:
- Installation of Agent and Database View Deployment
- Integrate the following functionalities:
  - o General Ledger Actuals and Budget (Revenue and Expenses)
- 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

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.

Budget and Workforce Administrator Training
OpenGov will:
- Provide training to Customer system administrators on how to:
  - Create and manage Budgets
  - Prepare to set up Next Year's Budget
  - Create and manage Workforce Plans including Cost Elements and Position Upload Templates
  - Export Budget Data for use in OpenGov Reports.
- Customer will:
- Identify relevant participants and attend scheduled training sessions.
- Completion Criteria
- Budget & Workforce 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 training sessions.

Completion Criteria
- ● Publication Training has been conducted.

End-User Training

OpenGov will:
- ● Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:
  - ○ Navigate Opengov Budgets and Reports
  - ○ How to enter Budget data
  - ○ How to run and use reports

Customer will:
- ● Identify relevant participants and attend scheduled training sessions.

Completion Criteria
- ● End User 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 & Performance 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

Current Budget
- Flat file
- .csv, .xls, .xlsx with headers
- Operating Budget

Personnel Calculations and Tables
- PDF, Word, csv, .xls, .xlsx with headers

Logo Image
- .jpg or .png format
- Transparent

Branding Guidelines
- Hex codes