

FROM  
David Ball  
Vertosoft LLC  
1602 Village Market Blvd, Suite 215  
Leesburg, VA 20175

DUNS# 080431574  
Cage Code: 7QV38  
Federal Tax ID: 81-3911287  
Business Size: Small Business  
sales@vertosoft.com  
Fax: 571-291-4119  
[www.vertosoft.com](http://www.vertosoft.com)

PHONE  
703-568-4703

FOR  
Eduardo Belmarez  
  
EMAIL  
[eduardo.belmarez@co.hidalgo.tx.us](mailto:eduardo.belmarez@co.hidalgo.tx.us)

QUOTE NUMBER  
8222  
  
DATE  
August 24, 2022  
  
VALID UNTIL  
September 23, 2022 at 9:00 AM

## Vertosoft OpenGov Quote - TX DIR - County of Hidalgo, TX

**Texas DIR Contract Number: DIR-TSO-4227**

Payment Terms - Net 30  
Delivery: Electronic

### Government Customer Ship To: County of Hidalgo, TX

2802 S Business Hwy 281  
Edinburg, Texas 78504

Eduardo Belmarez  
[eduardo.belmarez@co.hidalgo.tx.us](mailto:eduardo.belmarez@co.hidalgo.tx.us)

### Subscription Term

Start Date: 10/01/2022  
End Date: 09/30/2025

OPGV-GOFS-B200300M-RR-3Y

#### OpenGov Procurement - Between \$200-300 Million - 1Y - Year 1

Period of Performance: 10/01/2022 - 09/30/2023

15,366.00  
x 1  
1 15,366.00

OPGV-GBCS-B200300M-RR-3Y

#### Premium Support - Between \$200-300 Million - 1Y - Year 1

Period of Performance: 10/01/2022 - 09/30/2023

3,756.00  
x 1  
2 3,756.00

OPGV-GHBP-B200300M-NR-0Y <b>Professional Services Deployment - Prepaid - Between \$200-300 Million - 0Y</b> Start Date: 10/01/2022	231.20 x 130 3 30,056.00
Subtotal	49,178.00
OPGV-GOFS-B200300M-RR-3Y <b>OpenGov Procurement - Between \$200-300 Million - 3Y - Year 2</b> Period of Performance: 10/01/2023 - 09/30/2024	37,048.00 x 1 4 37,048.00
OPGV-GBCS-B200300M-RR-3Y <b>Premium Support - Between \$200-300 Million - 3Y - Year 2</b> Period of Performance: 10/01/2023 - 09/30/2024	7,500.00 x 1 5 7,500.00
Subtotal	44,548.00
OPGV-GOFS-B200300M-RR-3Y <b>OpenGov Procurement - Between \$200-300 Million - 3Y - Year 3</b> Period of Performance: 10/01/2024 - 09/30/2025	37,048.00 x 1 6 37,048.00
OPGV-GBCS-B200300M-RR-3Y <b>Premium Support - Between \$200-300 Million - 3Y - Year 3</b> Period of Performance: 10/01/2024 - 09/30/2025	7,500.00 x 1 7 7,500.00
Subtotal	44,548.00
<b>Total</b>	<b>\$138,274.00</b>

### OpenGov Terms of Service

Customer's use of the OpenGov Services is pursuant to the Terms and Conditions - Software Service Agreement (Purchase through an OpenGov Authorized Reseller) set forth at <https://opengov.com/terms-of-service>. Any Professional Services shall be performed pursuant to the attached Statement of Work.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number and 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 SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

### 1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

### 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support & Service Levels. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

#### 2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

### 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 **Responsibilities.** Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### 4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 **Software Services.** OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 **Customer Data.** Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 **Access to Customer Data.** Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 **Feedback.** Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

### 5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 “**Confidential Information**” means all confidential business, technical, and financial information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) “**Public Data**,” which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

## 6. PAYMENT OF FEES

### 6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (“**Software Services Fees**”) and the fees for Professional Services (“**Professional Services Fees**”) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as “**Fees**”. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW in accordance with Chapter 2251 of the Texas Government Code (the “Texas Prompt Payment Act”) (invoices are deemed received when OpenGov emails them to Customer’s designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments in accordance with the Texas Prompt Payment Act.

(b) Intentionally Deleted.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according with the Texas Prompt Payment Act.

(d) Intentionally Deleted.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer’s personnel or contractors are not completing Customer’s responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an “**On Hold Notice**”) that (A) designates the Professional Services to be provided to the Customer as “**On Hold**”, and (B) detail Customer’s obligations and responsibilities necessary for OpenGov to continue performing the Professional Services. Customer’s failure to resolve the issues in the On Hold Notice shall be a material breach of this Agreement.

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov may be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the “On Hold” status, only upon Customer’s fulfillment of its obligations set out in the On Hold Notice. Upon Customer’s fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). 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 or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## 7. **TERM & TERMINATION**

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

7.2 Intentionally Deleted.

7.3 Termination. Customer may terminate this Agreement without cause at anytime during any term upon thirty (30) days' written notice to OpenGov. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. Customer does not waive and shall not be deemed to have waived any immunity or defenses available to Customer against any claims arising from this Agreement. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), 7.5 (Survival), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

## 8. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER**

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

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

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

## 9. LIMITATION OF LIABILITY

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

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## 10. MISCELLANEOUS

10.1 Intentionally Deleted.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word “notice” appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party’s intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it may seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party’s permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Intentionally deleted.

10.10 Governing Law and Jurisdiction. This Agreement shall be fully governed by the laws of the State of Texas. Venue shall be performable in a federal or state court of competent jurisdiction in Hidalgo County, Texas, and the parties hereby submit to personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

**Signatures**

**Customer:** Hidalgo County

**OPENGOV, INC.**

Signature: *Richard F Cortez*  
Name: Hon. Richard F. Cortez  
Title: County Judge  
Date: 09/12/2022

Signature: *Sean Wani*  
Name: Sean Wani  
Title: \_\_\_\_\_  
Date: 09/12/2022

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON September 06, 2022.

Agenda Item No. 87233

Executive Office: MS

**VENDOR:**

Vertosoft, LLC

H. Jay Colavita  
H. Jay Colavita (Sep 12, 2022 16:00 EDT)  
Jay Colavita, President

**COUNTY:**

COUNTY OF HIDALGO

Richard F. Cortez  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**

Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

ARA  
Amanda D. Austin, Assistant District Attorney

**ATTEST:**

Arturo Guajardo Jr  
Arturo Guajardo, Jr., County Clerk



**ATTACHMENTS:**

(If Applicable)

**SUPPLEMENTAL SIGNATURES:**

(If Applicable)

✓ 7.P. ✓

- 5. AI-87268 ARPA - American Rescue Plan Act Funds (1290):
  - ✓ A) Approval to clarify/amend the Project Description for Assistance to Hope Clinic (ARPA-21-110-032), a project previously approved on 12/14/2021 Commissioners Court AI-83773 as listed on Exhibit.
  - ✓ C) Discussion, consideration, and action to approve an increase in funds to the Assistance to Hope Clinic (ARPA-21-110-032) to \$1,060,000.
  - ✓ B) Approval to clarify/amend the Memorandum of Understanding between the County of Hidalgo and Community HOPE Projects, Inc., approved on 12/14/2021 Commissioners Court AI-83773 with authority for the County Judge, as authorized official, to sign the Memorandum of Understanding.

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P 4/3  
P 3/4

subject to final legal

- 6. AI-87301 ARPA - American Rescue Plan Act Funds (1290):
  - ✓ A) Discussion, consideration, and action to approve an increase in funds to the Assistance to South Texas College Nursing Program (ARPA-21-110-034) to \$3,000,000.
  - ✓ B) Approval to clarify/amend the Memorandum of Understanding between the County of Hidalgo and South Texas College approved on 12/14/2021 Commissioners Court AI-83777 with authority for the County Judge, as authorized official, to sign the Memorandum of Understanding.

**APPROVED**

✓  
OK

- 28. **Purchasing Department - Notes:** *Eduardo Belmar*
  - A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
  - B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT (S)/CHECK(S).

- ✓ A. AI-87233 Requesting authority to enter into a 36-month subscription with OpenGov, through DIR Cooperative No. DIR-TSO-4227 (Vertosoft, LLC an OpenGov reseller) to attain procurement cloud services for purchasing efficiency. Subject to 1295.

P 2/3

OpenGov offers strategic planning from the development of solicitations, vendor engagement, evaluating and awarding a contract, to the management of an executed contract. Proven results have shown increased productivity and an improved user experience.

There are quantifiable results from this investment. These include a 75% reduction in the time spent on the procurement process and an increase in vendor responses.

Year	Cost	Description
1	\$49,178.00	OpenGov Procurement, Premium Support & Professional Services Deployment
2	\$44,548.00	OpenGov Procurement & Premium Support
3	\$44,548.00	OpenGov Procurement & Premium Support
	<b>\$138,274.00</b>	<b>Grand Total Over 36 Month Term</b>

✓ B. **Hidalgo County**

- ✓ 1. AI-87180 Requesting approval of the sole bid received, meeting all specification for the purpose of award and approval of the contract to Rochester Armored Car Co., Inc. for "Armored Car Services", with authority for the County Judge to sign all required documentation.

P 3/4

- ✓ 2. AI-87261 A. Discussion, consideration, and action on Work Authorization No.8 [as drafted & approved as to legal form by Hon. J. Hawkins, Porter Hedges] between Hidalgo County and Jacobs Project Management Services Co.[C-16-267A-07-25], for the provision of extending the Program, and Construction Management Services [as described in the document] in connection with the "Construction of the New Hidalgo County Courthouse" Project. Subject to Purchasing and Legal Counsel's final review and approval.

P 3/4

- ✓ 3. AI-85969 Requesting approval of Work Authorization No. 2 with CONSOR Engineers, LLC, in the amount of \$59,223.10 [as detailed in document], for the Traffic Engineering Consulting and Other Services - New

P 4/3

[Home](#) > [Explore DIR Contracts](#)

Contract Number

# DIR-TSO-4227

Contract Term Date: **09/28/24** ⓘ

Contract Expiration Date: **09/28/24** ⓘ

### Vendor Information

## [Vertosoft, LLC](#)

Vendor ID: **18139112876**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-416**

Contract Status: **Active**

### VENDOR CONTACT:

[Jay Colavita](#) ↗

Phone: (703) 568-4703

[Vendor Website](#) ↗

### DIR CONTACT:

[Mario Gutierrez](#) ↗

Phone: (512) 463-8989

## Contract Overview

Vertosoft is offering Software and Related Services Brands available are Workiva and FactGem. Contracts may be used by Texas state agencies, and public institutes of higher education. Resellers are not available for this contract. DIR has exercised the second automatic renewal option for this Contract. This renewal extends the contract through 9/28/2024.

## Contract Details & Ordering Information

### Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

### Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Software
- Software as a Service
- Technical Services

### MORE INFORMATION

[Vendor Website](#) ↗

Visit this Vendor's website to view the latest product, service, and pricing information.

## Getting Started












# C-22-0488-09-06 OpenGov

Final Audit Report


2022-09-14

Created:	2022-09-12
By:	Keila Gonzalez (keila.gonzalez@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiVI0Rgm_1UjXPRCEAaXUGCNBc_w0kXla

## "C-22-0488-09-06 OpenGov" History

-  Document created by Keila Gonzalez (keila.gonzalez@co.hidalgo.tx.us)  
2022-09-12 - 6:49:55 PM GMT
-  Document emailed to Sean Wani (swani@opengov.com) for signature  
2022-09-12 - 6:55:49 PM GMT
-  Email viewed by Sean Wani (swani@opengov.com)  
2022-09-12 - 6:55:53 PM GMT
-  Document e-signed by Sean Wani (swani@opengov.com)  
Signature Date: 2022-09-12 - 7:13:03 PM GMT - Time Source: server
-  Document emailed to jay@vertosoft.com for signature  
2022-09-12 - 7:13:06 PM GMT
-  Email viewed by jay@vertosoft.com  
2022-09-12 - 7:59:49 PM GMT
-  Signer jay@vertosoft.com entered name at signing as H. Jay Colavita  
2022-09-12 - 8:00:54 PM GMT
-  Document e-signed by H. Jay Colavita (jay@vertosoft.com)  
Signature Date: 2022-09-12 - 8:00:55 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval  
2022-09-12 - 8:00:58 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)  
2022-09-12 - 8:24:27 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)  
Approval Date: 2022-09-12 - 8:25:18 PM GMT - Time Source: server




 Document emailed to amanda.austin@da.co.hidalgo.tx.us for signature

2022-09-12 - 8:25:20 PM GMT

 Email viewed by amanda.austin@da.co.hidalgo.tx.us

2022-09-12 - 8:45:38 PM GMT

 Signer amanda.austin@da.co.hidalgo.tx.us entered name at signing as Amanda D. Austin


2022-09-12 - 8:59:40 PM GMT

 Document e-signed by Amanda D. Austin (amanda.austin@da.co.hidalgo.tx.us)


Signature Date: 2022-09-12 - 8:59:42 PM GMT - Time Source: server

 Document emailed to countyjudge@co.hidalgo.tx.us for signature


2022-09-12 - 8:59:44 PM GMT

 Email viewed by countyjudge@co.hidalgo.tx.us


2022-09-12 - 9:07:12 PM GMT

 Email viewed by countyjudge@co.hidalgo.tx.us

2022-09-13 - 9:06:51 PM GMT

 Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez


2022-09-14 - 2:36:22 PM GMT

 Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)


Signature Date: 2022-09-14 - 2:36:24 PM GMT - Time Source: server

 Document emailed to carolyn.thornton@co.hidalgo.tx.us for approval

2022-09-14 - 2:36:27 PM GMT

 Email viewed by carolyn.thornton@co.hidalgo.tx.us

2022-09-14 - 3:57:10 PM GMT

 Signer carolyn.thornton@co.hidalgo.tx.us entered name at signing as Carolyn Thornton

2022-09-14 - 4:00:14 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)


Approval Date: 2022-09-14 - 4:00:16 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2022-09-14 - 4:00:18 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us

2022-09-14 - 4:05:39 PM GMT


 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr

2022-09-14 - 4:06:25 PM GMT




 Document e-signed by Arturo Guajardo Jr (arturo.guajardo@co.hidalgo.tx.us)


Signature Date: 2022-09-14 - 4:06:27 PM GMT - Time Source: server

 Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval


2022-09-14 - 4:06:30 PM GMT

 Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

2022-09-14 - 4:07:02 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-09-14 - 4:07:36 PM GMT - Time Source: server

 Agreement completed.

2022-09-14 - 4:07:36 PM GMT

