

**MEMORANDUM OF UNDERSTANDING FOR
LANCASTER COUNTY, NEBRASKA
COOPERATIVE CONTRACT
MOU039**

Contract Title: Strategic Budgeting & Planning

**Lead Contract: State of Utah and NASPO ValuePoint Master Agreement No.
AR2488, State of NE Participating Addendum Contract No. 79380 O4
(Hereinafter referred to as "the Lead Contract")**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to **SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873-4145** hereinafter called "Contractor", from the County of Lancaster, Nebraska, a municipal corporation hereinafter called the "County" for the purpose of the Contractor and the County agreeing to the terms and conditions provided in this MOU

The Contractor and the County hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

TERMS AND CONDITIONS

A. TERM OF THE CONTRACT

The County shall participate in the Lead Contract for Strategic Budgeting and Planning, beginning December 18, 2019, following execution of the Memorandum of Understanding, implementation and go live, for a period of one (1) year. Upon conclusion of the initial period, the County alone has the option of renewing annually for four (4) additional one (1) year periods for the fees specified in Attachment B – OpenGov Bill of Materials, and under the same terms and conditions according to the renewals allowed by the NASPO ValuePoint Master Agreement No. AR2488

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract, found at: <https://www.naspovaluepoint.org/portfolios/portfolio-contractor/shi-cloud-solutions>, and Attachment A – OpenGov Statement of Work.

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Attachment B – OpenGov Bill of Materials, a copy thereof attached to this Memorandum.

D. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions
2. Attachment A - Statement of Work from OpenGov
3. Attachment B – Bill of Materials
4. Lancaster County Proposal
5. Insurance Requirements/Certificate of Insurance
6. Tax Forms.

E. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

F. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

G. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

H. Product and Installation shall be provided by SHI authorized Dealer:

OpenGov
955 Charter Street
Redwood City, CA 94063

I. TERMINATION

This MOU may be terminated by the following:

1. Termination for Cause. The County may terminate this MOU for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
 - c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the MOU shall terminate.
2. In the event that funding is not available to continue with services as written, the County reserves the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation. The County may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the County. In the event of unavailability of funds to pay any amounts due under the MOU, the County shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the County. Upon termination, the County shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

K. ASSIGNMENT

This M O U shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the County. Any assignment without such prior written consent shall be absolutely void.

L. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The County may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

M. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the County is the prevailing party.

N. PAYMENT

Unless stated otherwise, the County will initiate payment within thirty (30) calendar days after:

1. An invoice has been submitted which corresponds with the MOU amount and any subsequent

changes approved by the County. Software deployment costs to be billed annually in advance. Implementation cost to be billed as specified in the Bill of Materials.

O. TAXES AND TAX EXEMPTION CERTIFICATE

The County is generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

P. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

Q. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

R. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

S. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the willful or negligent acts or omissions of the Contractor during the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, ("Losses"), to the extent such Losses are caused by the negligence of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the County for any losses, claim damages, and expenses arising out of or resulting from the sole negligence of the County.

T. WAIVER

County's failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the County's rights.

U. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. The County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

This MOU, together with the State of Utah's Contract Documents, NASPO ValuePoint Master Agreement No. AR2488, and State of NE participating addendum 79380 O4, are a part of the MOU as if fully incorporated herein.

The Contractor and the County hereby agree that all the terms and conditions of this MOU shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Vendor Signature Page

Strategic Budgeting & Planning
Lancaster County, Nebraska
NASPO ValuePoint Master Agreement No. AR2488
State of NE Contract No. 79380 O4
SHI International Corp.

SIGNATURE BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**Strategic Budgeting & Planning, MOU039
Lancaster County, Nebraska
NASPO ValuePoint Master Agreement No. AR2488
State of NE Contract No. 79380 O4
SHI International Corp.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

Statement of Work

Lancaster County, Nebraska

OpenGov Cloud Implementation

Created By Sally Steel-Ginis
SOW Creation Date 11/29/2018

1. Objective

1.1. Summary

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov") will perform for Lancaster County, NE ("Customer"). This SOW is subject to, and hereby incorporates by reference, the terms and conditions contained in the Software Subscription Agreement (the "Agreement") to which it is attached between Customer and OpenGov.

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work (SOW) is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the OpenGov Cloud for the Customer to enable effective and accountable governing. This SOW defines the scope and deliverables for a successful implementation of the Budget Builder and Workforce Planning and Operational Performance solutions with a custom integration to JD Edwards.

2.Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope.

OpenGov will provide Professional Services to implement the Budget Builder and Workforce Planning and Operational Performance solutions with a custom integration to JD Edwards.

2.2. Deliverables

Standard Budget Builder & Workforce Planning Deployment Package - Time & Materials	
Product Setup	<p>Budget Builder</p> <ul style="list-style-type: none"> • 1 custom er-specific chart of accounts • 1 data validation report • 1 budget milestones report • 1 budget to actuals report <p>Workforce</p> <ul style="list-style-type: none"> • 1 authorized position list report • 1 total compensation detail report

Training	<ul style="list-style-type: none"> • Administrator Training • Training to departments • Training to council and/or agency management, etc.
Project Scope	<ul style="list-style-type: none"> • Project support to "Budget Kick-off" • Project continues until Adopted Budget (includes Budget Development and Budget Approval). • Weekly/bi-weekly calls • Submitted proposal review • Budget milestone data support • Budget end user assistance • Training and presentation prep • Proposal creation assistance
Prepaid Hours	220

Standard Operational Performance Deployment Package - Time & Materials

Product Setup	<ul style="list-style-type: none"> • 4 Standard Reports (Annual, Budget to Actuals, Balance Sheet, and Transactions) • 1 Non-financial report • Up to 10 years of data • Standard saved views • 2 KPI conceptualizing sessions • 4 strategic initiatives dashboards with Government Expert guidance • 2 KPI tiles per initiative (and corresponding reports) • Up to 8 datasets
Training	<ul style="list-style-type: none"> • Administrator Training • Upto 3 training sessions for department heads/analysts/leadership • PR support for local press (if applicable)
Prepaid Hours	108

Custom Integrations Deployment

Product Setup	<p>OpenGov will design, extract, map, and validate ONE system.</p> <ul style="list-style-type: none"> • OpenGov will integrate with the following
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system:

- o JD Edwards
- OpenGov will integrate the following data sets:
 - o Financial Transactions data, past 5 years
 - o Budget data, past 5 years
- OpenGov will engage in the following integration activities:
 - Financial Data
 - o Configuration and mapping of COA-linked financial data
 - o Validation against COA data (if COA-linked)
 - o Ongoing monitoring with error notification

2.3. Assumptions

- Hours estimated above are for deployment of outlined deliverables. Any additional hours may be utilized for additional professional services activities dictated by the customer. Should the Customer run out of hours and additional Professional Service activities are needed, the Customer will need to purchase additional hours.
- Functionalities mentioned above in the deliverables section are linked to Chart of Accounts established in OpenGov.
- Customer will perform the validation for data accuracy.
- Customer will perform the data extraction from the source system and automate it to be dropped in OpenGov FTP location.

3. Schedule

OpenGov will schedule resources for this project upon signature of this SOW. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

4. Project Organization

4.1. Project Team

ORenGov

OpenGov will assign a Project Manager (the "OpenGov Project Manager") upon execution of the SOW. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

Customer

Customer will assign a project manager (the "Customer Project Manager") and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that there areas of need will be in Finance, Data Gathering, and the IT department.

4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer's environment.
4. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
8. Budget Builder files are exported as .xlsx. OpenGov may assist in formatting that file, but cannot convert files to any other file types

Customer

1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
4. Setup firewall rules to allow incoming requests from OpenGov's proxy over HTTP/HTTPS to Customer systems.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and

infrastructure needed for this project i.e. accounting system licenses. Please note, OpenGov software is optimized for Google Chrome.

8. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

4.3. Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner.



1. Initiate Phase

- a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
- b. **Key Work Products:** Data Inventory, Functional Model Build, Solution Document
- c. **Summary:** The Initiate Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a Solution Document will be created that outlines how the solutions will be implemented.

2. Configure Phase

- a. **Key Activities:** Application and Solution Configuration, Data Load
- b. **Key Work Products:** Peer Review
- c. **Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Initiate Phase from the Customer to use for unit testing purposes. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

3. Validate Phase

- a. **Key Activities:** User Acceptance Testing, Data Confirmation
- b. **Key Work Products:** Test Scripts, Test Acceptance
- c. **Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has completed, the Customer will

execute test scripts and validate that data is being represented accurately in the solution. If any issues are found, they will be logged and the OpenGov team will assess the issue and resolve as needed. The Phase ends with the Acceptance of test results by the Customer .

4. Deploy Phase

- a. **Key Activities:** Administrator Training, Go Live Support, Transition to Customer Success Manager and Technical Support
- b. **Key Work Products:** Project Documentation, Project Acceptance
- c. **Summary:** The purpose of the Deploy phase is to complete the Admin Training process, provide Go Live Support, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.

5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order, in the form attached hereto as Appendix 1 (a "Project Change Order"). The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

6. Fees and Expenses

6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Bill of Materials to which this SOW is attached.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Travel and related expenses are billed at cost. OpenGov estimates that travel costs will be \$ 500 0. Customer Project Manager will approve estimated travel expense prior to booking.

1. Appendix 1

Project Change Order

Customer:

Project:

Date

Requested:

Requested by:

Reason for Change
Scope of Change
Project Impact (Schedule and Cost)

Approvals

OpenGov

Customer

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

G) OPENGOV

OpenGov Bill of Materials (BOM) for the County of Lancaster, NE

A. OpenGov Saas Purchase

- The term of this agreement will be for 12 months, with the option to renew for four (4) additional 12 month periods, whereby software will be procured to support the County of Lancaster, Nebraska.

Saas model.

Approval and execution of this agreement will take place through SHI International Corp. utilizing NASPO ValuePoint MA AR2488. The County will utilize the Participating Addendum with the State of Nebraska Contract, No. 79380 04.

The following categories from NASPO will be software acquired by the Cit

SKU	Product Name	NASPO List Price	Price Sheet Line	Price	Quantity	Payment Terms	Subscription Dates
OG-BP-B100200M-RR-5Y	Budgeting and Planning - Solution - Between \$100-200 Million - 5Y	\$39,296.00	110	\$15,000.00	1	Billed Annually	12/18/18 -12/17/19
OG-BPWP-B100200M-RR-5Y	Budgeting and Planning - Workforce Planning - Between \$100-200 Million - 5Y	\$14,052.50	1819	\$0.00	1	Billed Annually	12/18/18-12/17/19
OG-INTERP-B100200M-RR-5Y	Custom Integrations - Between \$100-200 Million - 5Y	\$4,080.00	1307	\$1,000.00	1	Billed Annually	12/18/18-12/17/19
OG-OP-B100200M-RR-5Y	Operational Performance - Solution - Between \$100-200 Million - 5Y	\$37,813.00	338	\$14,000.00	1	Billed Annually	12/18/18-12/17/19
OG-PSBSSP-B100200M-NR-0Y	Standard Budget Builder Deployment - Prepaid Hours - Between \$100-200 Million - 0Y	\$17,050.00	1395	\$5,999.00	1	Billed Up Front	12/18/18
OG-PSOPSP-B100200M-NR-0Y	Standard Operational Performance Deployment - Prepaid Hours - Between \$100-200 Million - 0Y	\$11,160.00	1486	\$4,000.00	1	Billed Up Front (1)	12/18/18
OG-OGC-B100200M-RR-5Y	The OpenGov Cloud	\$110,568.15	53	\$110,000.00	4	Billed Annually	12/18/19-12/17/23
OG-PS250H-B100200M-NR-0Y	Professional Services Hours	\$145.00	1655	\$145	345	Billed Monthly (2)	12/18/19

(1) County agrees the Professional Services fees of \$9,999 to deploy the Software shall be due in advance (upon commencement of the Professional Services.)

(2) The hourly Professional Services fees of \$50,025 for further implementation Professional Services performed by Contractor, shall be due at the end of each month based on hours consumed in such month.

G) OPENGOV

Year 1 Total Cost	\$39,999.00	
Years 2-5 Recurring Cost	\$110,000.00	
Year 2 Total Cost (Including Deployment)	\$160,025.00	

2. The Software as a Service is hosted on Amazon Web Services for the customer located at:

Lancaster County, NE
555 South 10th Street
Suite 110
Lincoln, NE 68508

8. Customer and Contractor Representatives

Lancaster County, NE Representative

Name: Dennis Meyer
Phone: (402) 441-6869
555 South 10th Street, Suite 110
Lincoln, NE 68508
Email: dmmeyer@lancaster.ne.gov

Contractor's Representative

Name: Nate Olson
Phone: (650) 380-6918
955 Charter St
Redwood City, CA, 94063
Email: nathan.olson@opengov.com

Representatives may be changed by written notice.



OpenGov & Lancaster County

Strategic Budgeting & Planning

Contact: Nate Olson – Account Executive

(650) 380-6918

nathan.olson@opengov.com

OpenGov, Inc., 955 Charter Street, Redwood City, CA 94063



The OpenGov Advantage

Ease of Use

OpenGov is an intuitive and easy-to-use cloud-based solution designed specifically for the public sector. Non-technical users can derive value quickly and understand the system with minimal training.

Data Integrity

The OpenGov Cloud brings together financial and non-financial data from across your organization, guaranteeing data integrity across all applications and solutions, from budgeting to operational performance to citizen engagement.

Innovation

OpenGov is a multi-tenant Software-as-a-Service (“SaaS”) which complements existing ERP investments by enabling cutting-edge visualizations and analysis without needing to overhaul the underlying ERP system. And, because OpenGov’s solution is cloud-based, customers automatically receive all updates and improvements to their products as they are released.

Time to Value

Working closely with experts in government finance and technology, OpenGov partners with your organization to ensure a successful deployment in as little as two weeks, delivering cloud-based software that never requires on-premise installation.

The OpenGov ROI

Improved spending power

- 50% reduction in staff hours required to create the budget
- 1% or more of budgets freed up for re-allocation
- Millions of dollars saved due to better financing terms (bond ratings)
- 90% reduction in cost of maintaining external transparency sites

Internal efficiency

- Budgets completed up to a full month earlier than in prior years
- 180 hours per year reduction in time spent producing internal reports
- Inbound information requests cut by 20%

Better citizen engagement and transparency

- 3x increase in online citizen engagement
- Increased buy-in on strategic initiatives and faster budget approvals



50% less time spent on budget



80% less time spent on reporting



20% fewer information requests



1% of budget freed for re-allocation

Executive Summary

Lancaster County Team,

OpenGov is the leader in cloud-based solutions for government. The OpenGov Cloud™ provides easy-to-use, integrated solutions for Budgeting and Planning, Operational Performance, and Citizen Engagement. OpenGov currently serves over 2,000 governments ranging in size from states and large cities like the State of Arizona; Washington, DC; and San Diego, CA; to mid-size cities and counties like Montgomery County, PA; Anaheim, CA; and Columbus, OH; and customers in Nebraska including Lincoln & Grand Island.

We understand the County's Mission to provide sustainable governmental services for a healthy, safe and diverse community. We have also worked closely with County employees to identify priorities on leveraging technology to more efficiently communicate Strategic Priorities, measure the progress of those priorities and enable transparent, two-way communications with the public. OpenGov turns data into actionable information that can be accurately applied to results-based decision making. Additionally, OpenGov's solution reduces time spent on manual, laborious tasks and will free up time for current employees to meet the growing service demands of County residents.

OpenGov is presenting the following solutions to Lancaster County, NE for consideration:

- **Budgeting and Planning:** Streamline and transform the entire budget process, gain deeper insight into current performance, improve collaboration on proposals and department requests, and easily publish the final budget document
- **Operational Performance:** Enable stakeholders, leadership, and staff to use data and evidence more effectively to make better, faster decisions. Track progress towards goals to improve accountability, performance, and outcomes.
- **Citizen Engagement:** Increase public participation and strengthen public trust with easy-to-use tools to communicate more effectively and gather broad community feedback. Two-way communications become easy, engaging and repeatable.

In addition, OpenGov offers data solutions to simplify the process of integrating information with the OpenGov Cloud. OpenGov will establish a direct connection to the County's JD Edwards ERP.

We are confident in our ability to partner with Lancaster County in its commitment to be an innovative, effective, efficient, transparent & communicative organization. We appreciate your time & consideration of OpenGov's Government Performance Management Platform, and are excited about the partnership potential for many years to come.

Kind regards,
Nate Olson

Expertise

OpenGov has successfully served over 2,000 governments. As described above, our leadership team consists of individuals with deep experience in the technology sector, in business, and most importantly in government finance. Because OpenGov focuses solely on governments, OpenGov's software offers a unique (and patented) Chart of Accounts Engine that enables OpenGov's products to map to any government's unique Chart of Accounts' organization. By mapping directly to the customer's Chart of Accounts, OpenGov offers accurate and flexible reporting that is consistent with the customer's prior reporting formats and allows users to drill-down and explore data to the object level. Moreover, because OpenGov knows intimately the intricacies and unique quirks inherent in any government's Chart of Accounts, we have a dedicated team of experts to help you implement the product and get the most out of your investment. As an extension of this patented technology OpenGov has developed best-in-breed solutions that allow for augmentation of your previous technology investments and modernization of current processes.

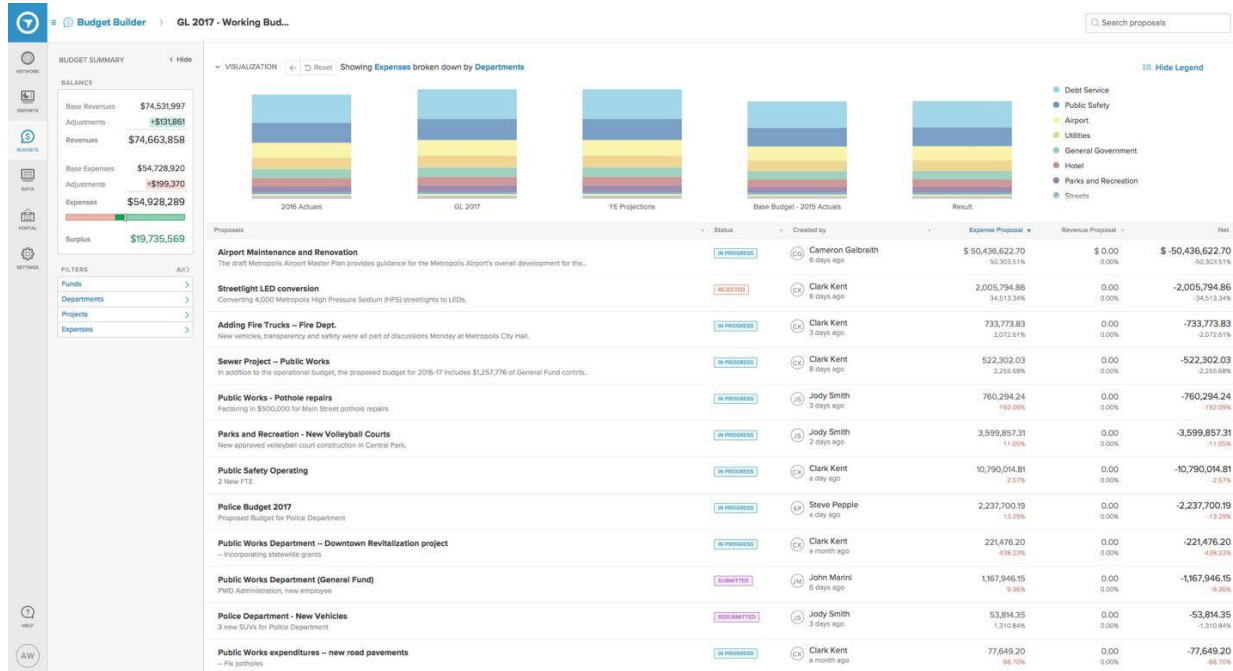
Solution Detail: Budgeting and Planning



The OpenGov Budgeting and Planning Solution streamlines and transforms the entire budget process and facilitates greater collaboration between all stakeholders. It provides value at every phase, from improving collaboration on proposals and department requests, to gaining insight into current performance, to easily publishing the final budget book.

Capabilities

- Web-based, collaborative budget preparation and workforce planning
- Multi-year budgets (up to 6 years)
- Budget cloning and scenario creation
- Employee roster review with centralized, global adjustments
- Workforce planning templates with all standard and government-specific benefits
- Excel add-in for modeling and importing customized values
- In-app commenting and conversations
- Full activity audit trail to track all changes
- Supports proposal attachments in multiple formats
- Integrated reporting (historical financials, budget milestones, budget vs. actual report)
- Role-based access controls
- Automated budget book preparation and publication
- Patented technology to mirror a government's Chart of Accounts and financial structure
- Workforce planning module with position cost templates and global change management



Key Benefits

Improves Collaboration

Budget preparation with OpenGov improves collaboration and the constant coordination and errors associated with budgeting in Excel. With OpenGov, changes made in real-time are reflected immediately in native reports and visualizations, without ever having to worry about backups or conflicting versions.

- **Centralized and easily accessible** – All stakeholders access their proposals or workforce plans and submit them for approval online.
- **Integrated communication tools** – Easily comment on proposals and tag your colleagues with traceable conversations about the budget.
- **Easy sharing** – Collaborators can invite others to view or edit a proposal based on the permissions they determine.

2017 - Working Budget

PROPOSAL SUMMARY

Base Revenues	\$73,150
Adjustments	+\$20,000
Revenues	\$93,150
Base Expenses	\$1,225,689
Adjustments	+\$360,330
Expenses	\$1,586,020
Deficit	\$1,492,870

Proposal to do list...

- ✓ Add proposal details
- ✓ Create operations
- ✓ Submit your proposal

Submitted to budget
Clark Kent
Aug, 29th 2016 at 3:26 pm

Finance and budget seminar series for active residents [Edit](#)

B I U [List Bullets] [List Numbered]

The City Manager's office recommends that the City Council sponsor an educational program for residents involved in various civic improvement programs, with the overarching goal of expanding their knowledge of the financial and budget impacts of local decision-making in a "think globally, act locally" paradigm.

A **Broader View: City Finance and Budget Process in a more Complex World**, is proposed as a series of 6 to 8 evening seminars offered to citizens involved in the Cambridge Leadership Initiative (I-7), Civic Committee on Civic Unity (I-8), and Participatory Budget Program (I-16), and open to the public.

The cornerstone of the program is presentations by internationally known speakers including such luminaries as the honorable Kemal Dervis, The Edward M. Bernstein Scholar, and Vice President and Director of Global Economy and Development. Formerly head of the United Nations Development Programme and Minister of Economic Affairs of Turkey, he focuses on global economics. One of his latest articles, written for the Brookings Institutions, is attached for reference.

Outcomes of the program for each target audience includes:

Supporting Documents

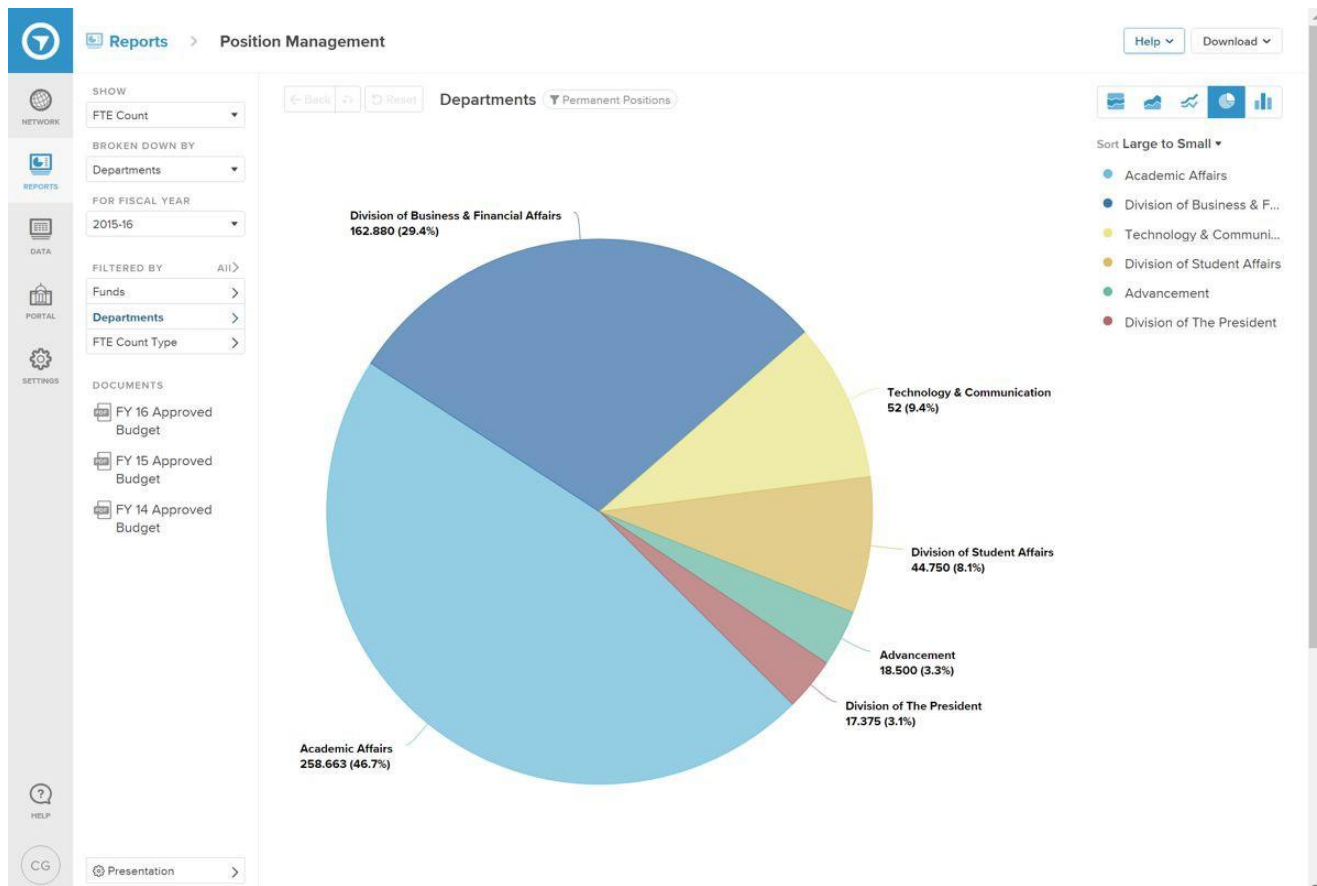
Support your proposal narrative with file attachments.
Supported filetypes: .pdf, .doc, .docx, .zip, .txt, .csv, .xls, .xlsx

- pdf **Accurate_EffectiveFor...** [Download] [Delete]
- pdf **Governing_the_Moder...** [Download] [Delete]

Deeper Analysis

OpenGov provides transparent, easy access to historical and comparative financial data, to make better decisions around the issues that impact your community and constituents.

- **Integrated reporting** – Kick off your budget process with a complete historical analysis. Easily generate reports and “slice and dice” across your chart of accounts with a click of a mouse. Use multi-fund reporting to uncover insights.
- **Scenario testing** – Analyze spending trends, uncover revenue leakages, perform “what-if” analysis, and spot opportunities to reallocate money more easily.
- **Stakeholder perspectives** – Communicate throughout the budget process to maintain credibility and make mid-process adjustments. Gather feedback from key stakeholders and make changes easily, all through OpenGov’s unified platform.

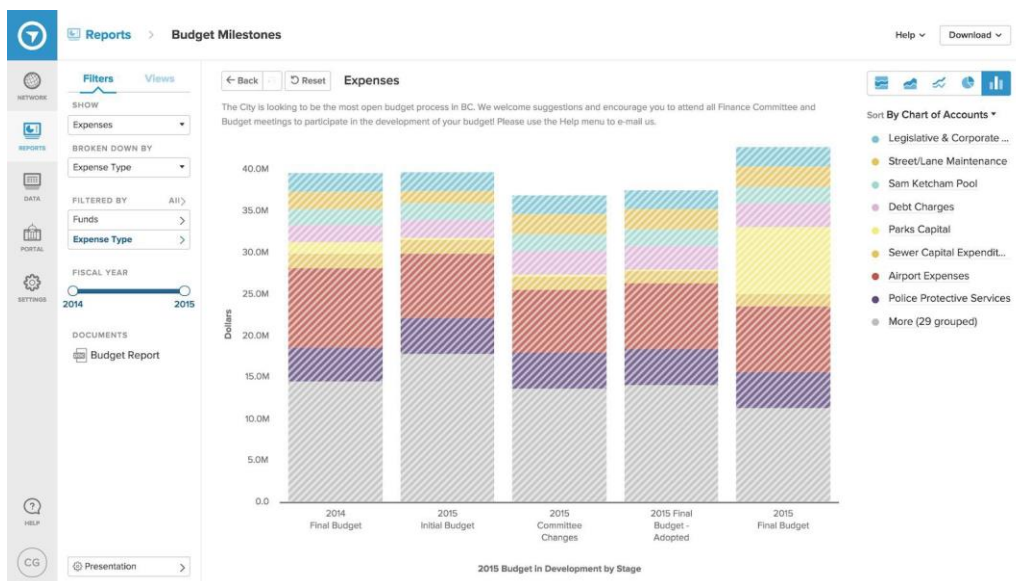


Streamlined Process

Budgeting is complicated, and OpenGov helps simplify the process by offering a variety of manners in which you can view, arrange, and edit the budget, including by grouping budget proposals by functional area, enabling multiple worksheets per budget proposal, and supporting unlimited proposal attachments in a variety of formats.

Document Publication – Budget book creation is simplified and streamlined with an online workspace to manage the document creation process. Staff can collaborate, edit, and publish the budget book without the headache of conflicting versions, tedious manual updates, or recreating graphs and tables.

Budget Milestone Reporting - Stakeholders can track budget progress easily, since changes are instantly reflected in integrated reports. Live budget summaries, proposal status details, and an activity log provide up-to-date visibility and insight to keep the process on track.



Centralized Workforce Planning – The current employee roster can be uploaded from Excel or an HCM system to perform all workforce planning in one place.

Adding proposed hires is easy for department heads. All they need is a name title and salary. Benefits are chosen from intuitive drop-down menus and the associated costs are calculated dynamically in the proposal template. Any notes or rationales for a proposed hire are entered directly into the template.

Workforce planning capabilities and templates include standard benefits, such as taxes and health, as well as government specific benefits such as step increases, hazard pay, and pension.

Finance can easily review all proposed hires and compare them against current and planned budget using OpenGov’s powerful reporting. Proposals are then accepted or rejected with the ability to attach comments so all members in the organization can understand the rationale. OpenGov’s software makes workforce planning a dynamic and strategic part of the budget process rather than a static exercise.

3.2.1 Line items in a worksheet

Proposal Summary Hide

Adjustments include all amounts

Base Revenue \$26,187,334

Adjustments -\$5,000

Revenues \$28,060,602

Base Expenses \$23,976,654

Adjustments -\$10,000

Expenses \$26,702,241

Surplus \$1.3M

Submitted to budget
Connie Maxwell
Oct, 25th 2017 at 1:10 pm

← Back to Police Proposed 2017:18 | You are in Budget / Police Proposed 2017:18 / Additional Patrol Officer

Additional Patrol Officer

Initiative: Improved Mental Health Services

Done

Line Items | Positions

Search

Position Proposal | Setup | Reset | Open Excel

Object	GL September...	GL 2016	GL 2017	GL 2017	Base	2018 Proposed Adjustment	%	Proposed	Description
					\$642,974.00	0	0%	640,146	
Salari...	250,956	254,452	271,748	249,201	269,966	261816.68	-3%	261,817	Description
Overtime	8,664	10,875	8,000	14,235	6,000	12000	100%	12,000	Description
Hospita...	39,863	44,913	46,859	44,698	53,306	45163.29	-15%	45,163	Description
Retiree ...	7,012	7,970	8,287	7,965	10,316	8650.68	-16%	8,651	Description
Fica	18,560	18,769	21,401	19,364	21,081	20946.34	-1%	20,946	Description
Retirem...	30,712	32,940	34,348	33,404	35,015	36221.26	3%	36,221	Description
Worker...	8,068	6,573	7,901	9,676	6,780	7819.08	15%	7,819	Description
Unempl...	149	1,207	1,207	105	90	1000	1,011%	1,000	Description
Uniforms	3,594	2,960	3,750	4,652	3,500	4750	36%	4,750	Description

Solution Detail: Operational Performance

The **OpenGov Operational Performance Solution** enables everyone in an organization to use data and evidence more effectively, track progress, and make more informed decisions, increasing accountability, improving performance, and bettering community outcomes.

Capabilities

- Interactive, visual reporting and analysis for financial and non-financial data
- Static and interactive presentations
- Visualizations, including pie, bar, stacked, line, or percentage graphs
- Custom filters are easily saved and automatically updated when new data is added
- Integrated mapping and geospatial reporting
- Easily configured, customizable dashboards
- Performance measurement with simple KPI setting and tracking
- Easily configurable, customizable dashboards
- Role-based access control enabling multiple levels of data and report permissions
- Access to OpenGov Network™
- Export details directly from OpenGov as an excel, csv, or static image file
- Patented technology that mirrors a government's Chart of Accounts and financial structure

The screenshot displays the OpenGov Reports interface. On the left is a navigation sidebar with icons for Network, Reports, Budgets, Data, Portal, Settings, and Help. The main area is titled 'Reports' and contains a grid of report cards. Each card features a title, an update date, and a small thumbnail image representing the report's content. The reports include:

- 5 Year Capital Improvemen...** (Updated October 24, 2016): Includes a data table with columns of financial values.
- Annual Balance Sheets** (Updated October 4, 2016): Features a stacked bar chart.
- Annual Revenues and Expe...** (Updated March 10, 2017): Features a line graph.
- Annual w/ Proposed Budget** (Updated April 4, 2017): Features a line graph.
- Assessed Valuations** (Updated March 16, 2017): Includes a data table.
- Auditor's Annual View** (Updated October 24, 2016): Features a stacked bar chart.
- Auditors Balance Sheet** (Updated October 4, 2016): Features a stacked bar chart.
- Budget-to-Actual** (Updated May 4, 2017): Features a stacked bar chart.
- Budget-to-Actual, Excluding...** (Updated April 11, 2017): Features a stacked bar chart.
- City Council Budget to Actu...** (Updated April 11, 2017): Features a stacked bar chart.
- Compensated Absences** (Updated September 14, 2016): Includes a data table.
- Cumulative Cash Flow Anal...** (Updated October 4, 2016): Features a line graph.

A 'Create New Report' button is located in the top right corner of the dashboard.

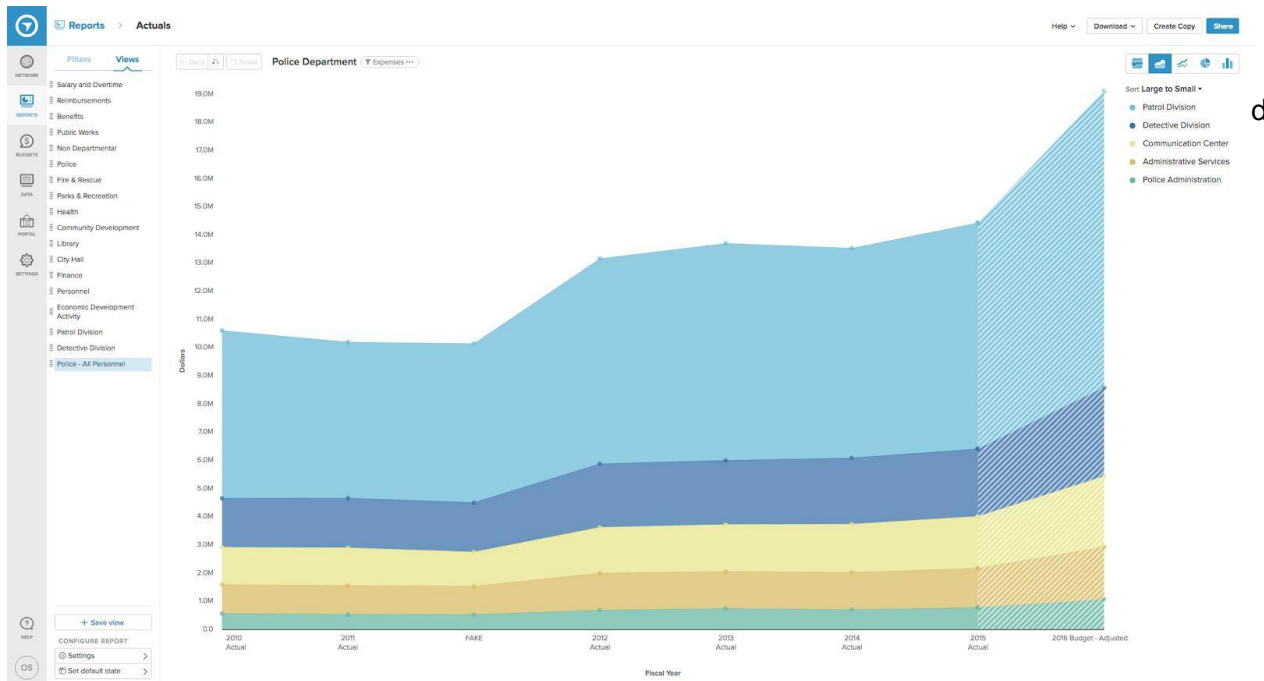
Key Benefits

Better, Faster Decisions

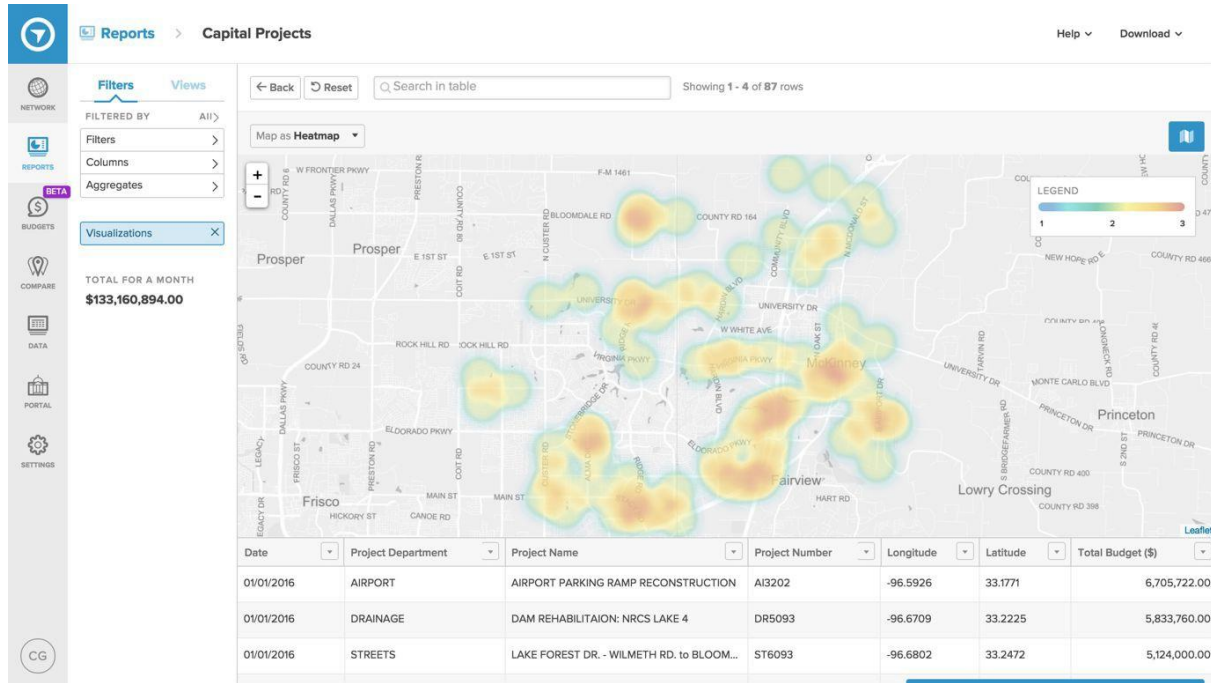
Often, the complexity of enterprise software results in a situation in which only a select group of technically minded employees are adept at using the software. OpenGov designs with simplicity and usability in mind and will empower administrators and other employees, regardless of technical background, to access, analyze, and build visualizations.

OpenGov reduces manual reporting, data scrubbing, and formatting by providing on-demand access to dynamic, interactive reports and dashboards. Simple, self-service tools empower anyone with access to OpenGov to perform analysis, without burdening IT with data requests, making it easier to discover trends, provide historical context, and find anomalies quickly. High-level dashboards are linked to the underlying data, which enables ad-hoc analysis on the fly.

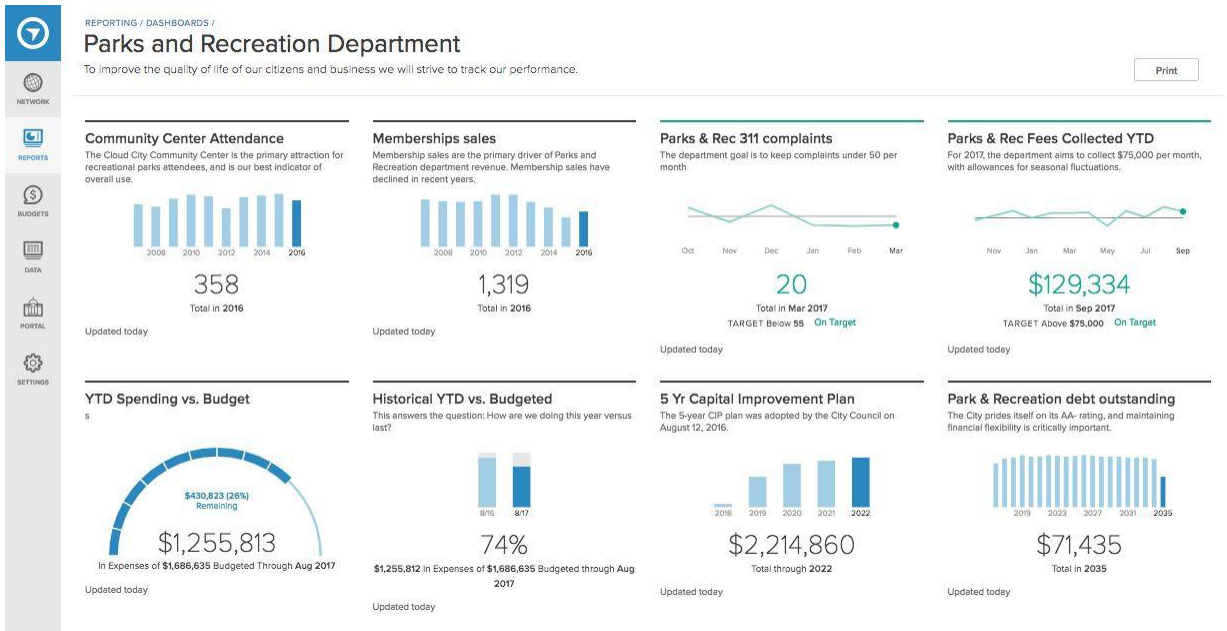
Both financial and performance reporting is simplified with powerful Chart of Accounts mapping technology that enables easy General Ledger exploration and reporting, for faster insights and better oversight of spending and budget progress. Geospatial (GIS) and performance data is easily incorporated and compared to spending to put results in context and provide critical insights to every part of the organization.



d



Operational Reports and Dashboards help department heads, finance directors, or city managers oversee their daily operations. These dashboards help leaders track operational metrics, spending, and outcomes in one place.



Improve Accountability and Alignment

OpenGov helps agencies promote accountability and encourage improvements by establishing goals for departments, programs, and initiatives. It's easy to track progress and keep teams aligned and working towards the same shared goals. By having clear and visible metrics in one location, OpenGov helps build trust with elected officials and other stakeholders by demonstrating that programs are on track and progress is being made.

Targets can be set on any data set in OpenGov and progress towards the targets carries through to personalized dashboards.

Targets Configuration

My Target is: Above 25

and I consider On Track above: 20

Showing 1 - 8 of 8 rows

RESULT: Needs Focus, On Track, On Target

Incident Type	Number of Incidents
Investigation/Follow-Up	35
Investigation/Follow-Up	34
Investigation/Follow-Up	36
Investigation/Follow-Up	32
Investigation/Follow-Up	24
Investigation/Follow-Up	14
Investigation/Follow-Up	22

Police Dept. Dashboard

Our citizens play a major role in preventing crime. A strong partnership between the citizens of Monroe and the Monroe Police Department is integral to achieving a safe, thriving community.

Illegal Camping Fires
The city's open space is within walking distance of downtown Monroe. Illegal camping fires during the drought pose a threat to public safety.

Part 1 Crime: Assaults
Assaults are the most common form of violent crime in Monroe.

Part 1 Crime: Thefts
Tracking thefts allows the Monroe Police Department to allocate resources to the investigative division more effectively.

YTD Actuals vs. Budget
Operating Expenses

Historic Actuals
Yearly Expense Trends for Police Operating Expenses

YTD Overtime Expenses
YTD Overtime vs. Budget

Burglaries

Vegetation Fires

Reduce time spent creating management reports

Reports and dashboards can be configured to be printer-ready. This enables your organization to share insights and performance across your enterprise, to increase engagement with both tech-savvy employees and employees who prefer paper reporting. Instead of running a custom query, aggregating the data in Excel, and then creating reports in a Word or PowerPoint, create a dashboard and print it on-demand.

The screenshot displays a web-based reporting dashboard with a print dialog box overlaid on the left side. The dashboard, titled "Waterfront Master Plan", contains several data visualizations:

- YTD Expenses vs Budget:** A gauge chart showing \$28,567,414 in expenses, which is 82% of the budget. The budget remaining is \$6,492,576 (23%).
- YTD Revenues vs Budget:** A gauge chart showing \$26,313,090 in revenues, which is 82% of the budget. The budget remaining is \$6,686,910 (25%).
- Total Monthly maintenance contract costs:** A line chart showing a total of \$70,664,616 for the year 2017.
- General Fund: Cash on hand:** A bar chart showing a total of \$4,276 in cash on hand for the year 2017.
- Overtime Expense:** A bar chart showing a total of \$406,938 in overtime expenses for the year 2017.
- Current Year Replacements:** A line chart showing a total of 6 replacements for the year 2017.

The print dialog box on the left includes the following settings:

- Print:** Total: 4 sheets of paper. Buttons for "Cancel" and "Print".
- Destination:** HP LaserJet 500 color... (Change...)
- Pages:** All (Selected), or e.g. 1-5, 8, 11-13
- Copies:** 1
- Layout:** Portrait
- Options:** Two-sided (unchecked)
- More settings:** Print using system dialog... (⌘+P), Open PDF in Preview

At the bottom of the dashboard, there are three summary cards:

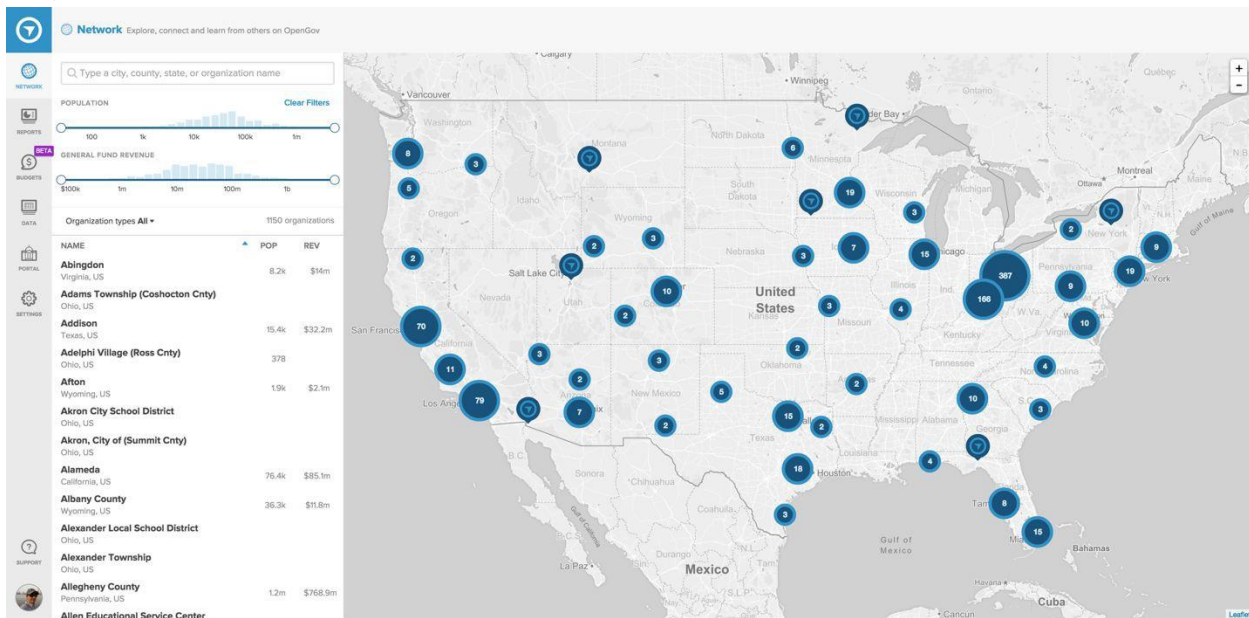
- Position count summary by department:** Updated today | Prorated Budget
- Spending by strategic goal:** Track overall spending towards strategic goals. Updated today | Prorated Budget
- Strategic Goal #1 - Bridge Condition:** Keep an eye on Total Public Safety spending relative to previous fiscal years. Updated 3 weeks ago

Solution Detail: Citizen Engagement

The **OpenGov Citizen Engagement Solution** enables governments to have a two-way conversation with residents, by communicating more effectively and gathering broad community feedback. This helps agencies design and execute budgets and strategic initiatives that are aligned with and informed by citizen expectations and needs, leading to better outcomes and strengthening public trust.

Capabilities

- Transparency and public communication
 - Interactive public reporting of financial and non-financial data
 - Transparency portal with custom URL and branding to organize and share information
 - Interactive, online story builder to add dynamic data tiles, images, videos, text, and other content
- Open town hall
 - Surveys, online forums, live meeting facilitation, and mobile “kiosk” mode to supplement feedback
 - Integrated geospatial, demographic, and other feedback analytics
 - Access to “Open Town Network” of public survey topics
- Managed CKAN open data portal
 - Publish a large variety of data types in a number of formats and visualizations
 - Access to OpenGov Solution Template Library
 - Bundled with certified CKAN extensions
 - Optimized themes and skins for portal
- Access to OpenGov Network™
- Patented technology to mirror a government’s Chart of Accounts and financial structure



Key Benefits

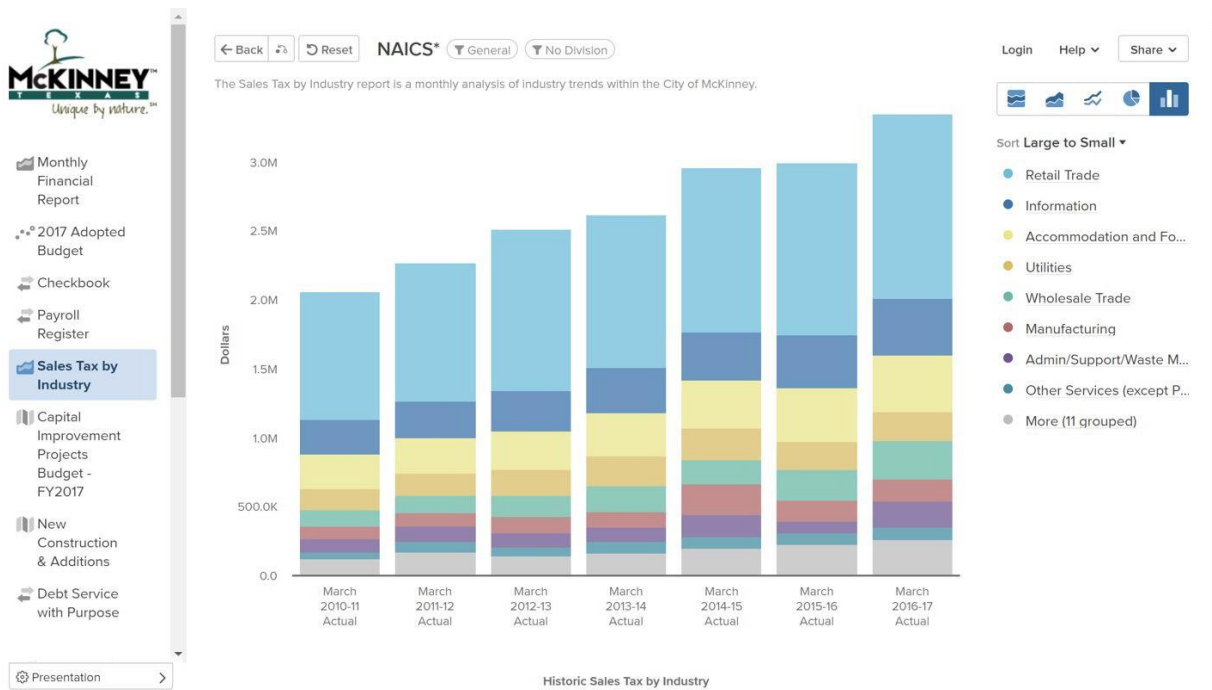
Despite the proliferation of publicly available data, many agencies struggle to effectively communicate with constituents. Many governments lack the tools to access, organize, collect, and publish information that the public can easily access and understand. And budget books, CAFRs, open data, and government websites are often confusing, if and when they reach the right audiences. Social media speeds the spread of misinformation and rumors, and many governments are reactive instead of proactive.

Makes Data Easy to Understand

OpenGov enables the presentation of complex financial, performance, and location data in an easy-to-understand and interactive online portal, allowing the public to explore information easily and reducing the number of public information requests that bog down administrators.

OpenGov has developed proprietary technology that mirrors any organization’s financial structure and maps it to a visual reporting engine that takes the mystery out of multi-fund accounting. This allows curious citizens to drill into financial details without bogging down finance staff with ad-hoc requests.

OpenGov facilitates downloading data or exporting it to Excel as well as allowing any visualization to be exported as an image file.

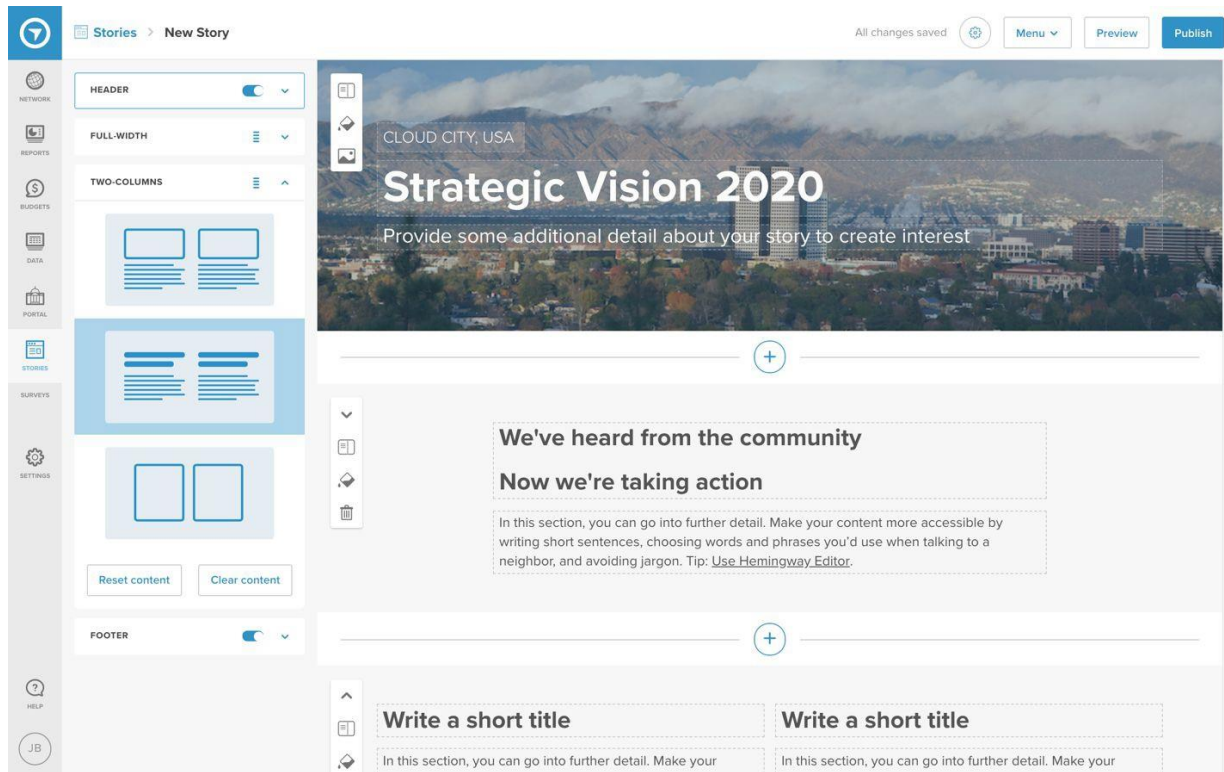


Provide Valuable Context

Interactive, online stories enhance data with images, maps, and narrative context to create content that's easy to understand and gets the word out fast. Compelling web pages can be built in a matter of minutes, without IT support, and published without the need for hosting or additional management.

Pages can be built with a simple drag-and-drop editor employing templates and modules that make content creation incredibly simple. Creators can change colors, font sizes, background images and more to make sure pages match the style of their government's website.

These interactive pages can be used to demonstrate progress on projects and strategic initiatives, improve community education and outreach, enhance council presentations, enable participatory budgeting, and add a public-facing component to a performance management initiative.





Safer Streets

Cloud City's Number 1 Priority

How our Streets Measure Up

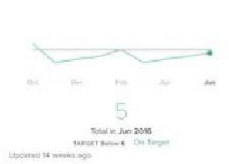
Our shared vision for Cloud City is to provide attractive, safe streets and sidewalks in the neighborhoods where everyone wants to walk and bike for most non-transit travel. Here are our goals related to this mission and how we measure success:

1. Reduce amount of DUI's each month
2. Reduce drug activity within downtown area
3. Respond to all critical reports in a reasonable amount of time



How are we doing?

DUIs



DUI Reports

Goal: Under 6 DUIs per month. More than 100 accidents last year were caused by drunk drivers.

Downtown Drug Activity



Downtown Drug A

Goal: Under 50 drug incidents c Year to date we are on tra

Cloud City Crime Map



Budget Performance

Overtime Spend

vs. Budget



Public Safety Expenses

Positive Trends



Should police officers wear body cameras?

We want your feedback!

There has been active discussion amongst council for police officers to wear body cameras at all times. But we need your help in deciding if we should move forward.

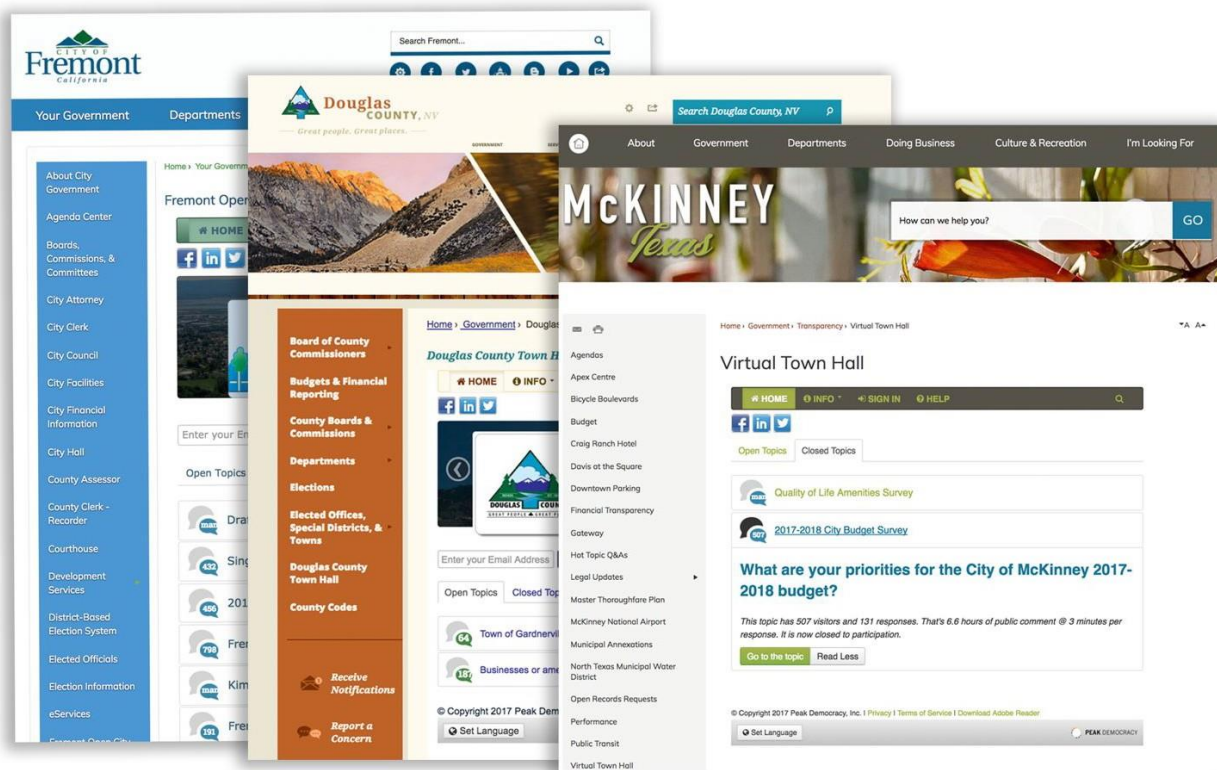
[Click here to voice your opinion](#)

Increase Public Participation

Traditional in-person engagement methods often provide limited and inadequate feedback. Public hearings are not inclusive or convenient enough for most people, especially in a time when people expect to interact online. And feedback collected at hearings is hard to analyze and understand and is often distorted by motivated interest groups.

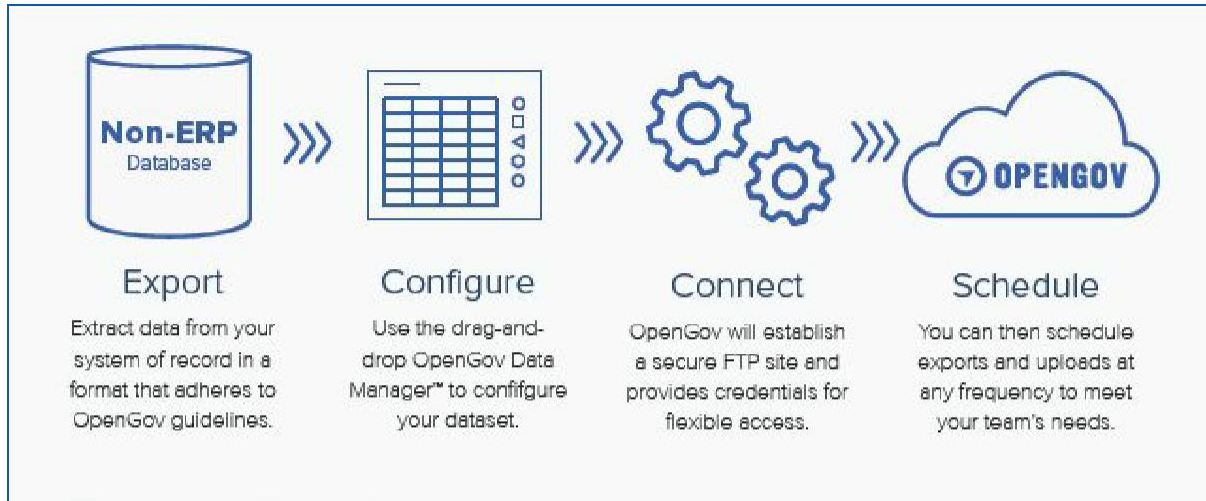
OpenGov helps agencies collect broad feedback from more of the community by supplementing traditional methods with convenient online and in-person options, enabling governments to gather input from residents face-to-face, remotely, at home, or on the go.

Civility monitoring brings the decorum of public hearings to online forums, and built-in analytics helps identify outside influences and provides better insight into factors that would otherwise distort understanding of public opinion.



OpenGov Data Solutions

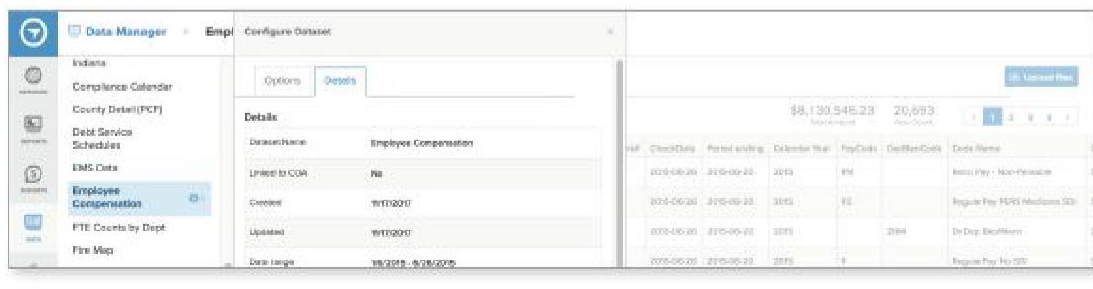
OpenGov ERP Integrations™ makes it easy to connect your ERP to the OpenGov Cloud™. Automated data transfers cut the need for manual uploads, saving significant time. Direct integration shortens deployment times, maximizes time-to-value, and keeps data synchronized and conflict-free.



Customer Data Requirements

OpenGov requires files to adhere to the following requirements:

- Files must be in .csv format with a single header and no footer rows.
- Data must include one of the following: calendar date, fiscal year, or fiscal year and fiscal period.
- Data must include least one amount or count column, and at least one text/breakdown column.
- Files must remain consistent, and must adhere to the same column name and order.



Statement of Work

Please reference appended Statement of Work.

Pricing

OpenGov’s pricing for Lancaster County consists of a flat, annually recurring fee for the associated software components, and a professional services component. Our professional services would include everything needed to ensure a successful launch: Design, Development, Integrations, Implementation, and Training. **OpenGov has a non-restrictive access model and does not charge additional for the number of users/licenses, reports, datasets, budgets or dashboards.**

Software	Description	Year 1 Cost	Payment Schedule
Software Cost	<ul style="list-style-type: none"> Collaborative Budgeting & Workforce Planning Operational Performance Solution JD Edwards Integration 	\$30,000	Annual
Deployment Fee			
Professional Services Cost	Design, Development, Implementation, Integration, Launch Planning & Training	\$9,999	One-Time
	Software Total	Professional Services Total	
Year 1	\$30,000	\$9,999	
Year 2	\$110,000	\$50,000	
Year 3	\$110,000	--	
Year 4	\$110,000	--	
Year 5	\$110,000	--	
TCO	\$529,999		

* OpenGov will deploy Budget Builder, Workforce Planning, Operational Performance & JD Edwards Integration in Year 1 for a reduced rate of \$9,999.

*Lancaster County will have access to the full software suite in Years 2-5

*Lancaster County has the option to deploy the remainder of the software suite in Year 2 for \$50,000

*Approval and execution of this agreement will take place through SHI International Corp. utilizing NASPO ValuePoint MA AR2488. The County will utilize the Participating Addendum with the State of Nebraska Contract, No. 79380 O4.

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.**

Insurance: Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation: Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions: Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.



One Tower Square, Hartford, Connecticut 06183

**COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS**

POLICY NO.: ZLP-81N04497-18-I5
ISSUE DATE: 10/02/18

INSURING COMPANY: TRAVELERS PROP CASUALTY CO OF AMERICA

DECLARATIONS PERIOD: From 09/21/18 to 09/21/19 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
General Aggregate Limit (Other than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented to You Limit (any one premises)	\$1,000,000
Medical Expense Limit (any one person)	\$10,000

2. AUDIT PERIOD: ANNUAL

3. FORM OF BUSINESS: CORPORATION

4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

SEE IL T8 01.

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

PRODUCER: WOODRUFF-SAWYER & CO

OFFICE: ST. PAUL

CG TO 01 11 03

Page 1 of 1

POLICY INFORMATION



THIS IS NOT A BILL.

YOUR POLICY IS DIRECTLY BILLED. IF THIS IS A POLICY CHANGE, THE ADDITIONAL OR RETURN PREMIUM WILL BE SHOWN ON FUTURE INSTALLMENT BILLINGS.

Company: TRAVELERS PROPERTY CASUALTY CO. OF AMERICA

I
N
S OPENGOV, INC
U PEAK DEMOCRACY, INC.
R 955 CHARTER STREET
E REDWOOD CITY CA 94063
D

Policy Inception/Effective Date: 09/21/18

Policy Number:
ZLP-81N04497-18-I5

Agency Number: 0408122

Transaction Type:
POLICY IS NEW

Transaction Number: 001

Processing Date: 10/02/18 10:17

A
G
E WOODRUFF-SAWYER & CO
N 50 CALIFORNIA ST FL 12
T SAN FRANCISCO CA 94111

Account Number: 10123273EA

Policy Number	Description	Amount	Surtax / Surcharge
81N04497	SERIES 2000 POLICY		
81N04497	NEW YORK INSURANCE FEE		

THE PREMIUM SHOWN DOES NOT INCLUDE A PREMIUM PAYMENT PLAN SERVICE CHARGE. IF YOU SELECTED A PREMIUM PAYMENT PLAN YOUR PAYMENT SCHEDULE/BILL WILL SHOW THIS CHARGE.

THIS POLICY IS ON A FOUR PAY PAYMENT PLAN. A PAYMENT SCHEDULE/BILL WILL FOLLOW SHORTLY.

INSURED COPY



POLICY NUMBER: ZLP-81N04497-18-15

EFFECTIVE DATE: 09/21/18

ISSUE DATE: 10/02/18

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

This listing shows the number of forms, schedules and endorsements by line of business.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T3 18 05 11	COMMON POLICY CONDITIONS - DELUXE
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 68 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL 01 42 09 08	OREGON CHANGES - DOMESTIC PARTNERSHIP
IL F0 11 04 98	NEW YORK CHANGES - CALCULATION OF PREMIUM
IL F0 32 09 11	CALIFORNIA CHANGES - ACTUAL CASH VALUE
IL T4 12 03 15	AMENDMENT OF COMMON POLICY CONDITIONS-PROHIBITED COVERAGE UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T9 28 03 99	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL
IL T9 57 08 92	OREGON CHANGES

PROPERTY

DX T0 00 11 12	DELUXE PROPERTY COVERAGE PART DECLARATIONS
DX T0 02 12 95	DELUXE PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS
DX 00 04 11 12	TABLE OF CONTENTS
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
DX T4 15 11 12	CRIME ADDITIONAL COVERAGES
DX T4 16 11 12	TECHNOLOGY INDUSTRY DIRECT DAMAGE AND CAUSE OF LOSS EXTENSIONS
DX T4 17 11 12	TECHNOLOGY INDUSTRY BUSINESS INCOME AND EXTRA EXPENSE EXTENSIONS
DX T4 02 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
DX 03 16 11 12	NEW YORK CHANGES - FUNGUS, WET ROT & DRY ROT
DX T3 36 11 12	CAUSES OF LOSS - EARTHQUAKE SPRINKLER LEAKAGE
DX T3 98 04 02	ELECTRONIC VANDALISM LIMITATION ENDORSEMENT

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
CG T0 34 11 03	TABLE OF CONTENTS COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 10 01
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 09 09 93	EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D4 19 07 08	AMENDMENT OF PROPERTY DAMAGE DEFINITION
CG D4 20 07 08	AMENDMENT - OTHER INSURANCE CONDITION & MEANING OF OTHER INSURANCE, OTHER INSURER AND INSURER

CG D4 22 07 08 AMENDMENT OF SUPPLEMENTARY PAYMENTS - TAXED COSTS AND
 APPEAL BONDS

CG D4 25 07 08 OTHER INSURANCE - ADDITIONAL INSUREDS - PRIMARY AND
 NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

CG D4 37 01 15 AMENDMENT OF COVERAGE B - LIMITED PERSONAL AND ADVERTISING
 INJURY LIABILITY - TECHNOLOGY

CG D2 03 12 97 AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT OF
 LIABILITY AND NON CUMULATION OF PERSONAL & ADVERTISING
 INJURY LIM

CG D4 17 01 12 TECHNOLOGY XTEND ENDORSEMENT

CG D2 88 11 03 EMPLOYMENT-RELATED PRACTICES EXCLUSION

CG D3 26 10 11 EXCLUSION - UNSOLICITED COMMUNICATION

CG D3 56 05 14 MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES
 SUBJECT TO MOTOR VEHICLE LAWS

CG D4 21 07 08 AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION-EXCEPTION FOR
 DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO
 NAMED

CG D1 42 01 99 EXCLUSION - DISCRIMINATION

CG D2 42 01 02 EXCLUSION - WAR

CG T4 78 02 90 EXCLUSION - ASBESTOS

CG T0 43 11 88 TABLE OF CONTENTS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
 CG T1 01 CLAIMS MADE

CG D4 55 01 16 AMENDMENT OF COVERAGE - INTERNATIONAL

CG D4 09 04 08 AMENDMENT OF BODILY INJURY DEFINITION

CG 01 04 12 04 NEW YORK CHANGES - PREMIUM AUDIT

CG 26 21 10 91 NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF
 INSURANCE IS USED UP

CG 32 34 01 05 CALIFORNIA CHANGES

CG D4 13 04 08 AMENDMENT OF COVERAGE - POLLUTION - COOLING, DEHUMIDIFYING
 AND WATER HEATING EQUIPMENT EXCEPTION

CG D6 18 10 11 EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

CG D7 46 01 15 EXCLUSION -ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
 INFORMATION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TECHNOLOGY XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion</p> <p>B. Non-Owned Watercraft Less Than 75 Feet</p> <p>C. Aircraft Chartered With Pilot</p> <p>D. Damage To Premises Rented To You</p> <p>E. Increased Supplementary Payments</p> <p>F. Who Is An Insured - Employees And Volunteer Workers - First Aid</p> <p>G. Who Is An Insured - Employees - Supervisory Positions</p> <p>H. Who Is An Insured - Newly Acquired Or Formed Organizations</p> <p>I. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises</p> | <p>J. Blanket Additional Insured - Lessors Of Leased Equipment</p> <p>K. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>L. Blanket Additional Insured - Broad Form Vendors</p> <p>M. Who Is An Insured - Unnamed Subsidiaries</p> <p>N. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>O. Medical Payments - Increased limits</p> <p>P. Contractual Liability - Railroads</p> <p>Q. Knowledge And Notice Of Occurrence Or Offense</p> <p>R. Unintentional Omission</p> <p>S. Blanket Waiver Of Subrogation</p> |
|---|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a, *Expected Or Intended Injury*, in Paragraph 2., of SECTION 1 - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. **Expected Or Intended Injury Or Damage**
"Bodily Injury" or "property dam-

age" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., *Aircraft, Auto Or Watercraft*, in Paragraph 2. of SECTION 1 - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.**, **g.** and **h.**, and Paragraphs (1), (3) and (4) of Exclusion **j.**, do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by fire unless Exclusion **f.** of Section I - Coverage **A** - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III - LIMITS OF INSURANCE**:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or

7. Paragraph **4.b.(1)(c)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense

of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

H. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II - WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed

and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED:**

No person or organization is an insured with respect to the conduct of any cur-

rent or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

O. MEDICAL PAYMENTS - INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE:**

- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY - RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" author-

ized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
- (a) Any individual who is:
- (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.



**BUSINESS AUTO
COVERAGE PART DECLARATIONS
ISSUE DATE: 10-02-18 TP**

ITEM ONE Policy Number: BA-4L014160-18-I5-G

INSURING COMPANY: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

Declarations Period: From 09-21-18 to 09-21-19 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Auto Coverage Part consists of these Declarations and the Business Auto Coverage Form shown below.

FORM OF BUSINESS: Corporation

ITEM TWO

A. COVERAGE AND LIMITS OF INSURANCE

Coverage applies only to those "autos" shown as Covered "Autos". "Autos" are shown as covered "autos" for the applicable coverages by the entry of one or more of the symbols from Section I – Covered Autos of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOL	LIMITS OF INSURANCE The most we will pay for any one accident or loss
COVERED AUTOS LIABILITY	8 9	\$1,000,000
PHYSICAL DAMAGE Comprehensive Coverage	8	Actual Cash Value or Cost of Repair, whichever is less, minus deductible shown in ITEM THREE--SCHEDULE OF COVERED AUTOS YOU OWN for each covered Auto. See Item Four for Hired or Borrowed Autos.
PHYSICAL DAMAGE Collision Coverage	8	Actual Cash Value or Cost of Repair, whichever is less, minus deductible shown in ITEM THREE--SCHEDULE OF COVERED AUTOS YOU OWN for each covered Auto. See Item Four for Hired or Borrowed Autos.

B. AUDIT PERIOD: ANNUALLY

C. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS:
Symbols 1-9, 19: SEE BUSINESS AUTO COVERAGE FORM Section 1 Covered Autos



One Tower Square, Hartford, Connecticut 06183

**BUSINESS AUTO
COVERAGE PART DECLARATIONS
ISSUE DATE: 10-02-18 TP**

Policy Number: BA-4L014160-18-I5-G

- D. LOSS PAYEE:** Any loss under Physical Damage Coverages is payable as interest may appear to you and the Loss Payee named in the Declarations. (See Loss Payable Clause on reverse side)
- E. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART:** SEE IL T8 01 01 01



One Tower Square, Hartford, Connecticut 06183

**BUSINESS AUTO
COVERAGE PART DECLARATIONS
ISSUE DATE: 10-02-18 TP**

Policy Number: BA-4L014160-18-I5-G

LOSS PAYABLE CLAUSE

- A. We will pay you and the loss payee named in the policy for "loss" to a covered "auto", as interest may appear.
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain their rights against any other party.

SCHEDULE OF LOSS PAYEES

VEHICLE NUMBER

LOSS PAYEE (Name and Address)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".



One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
SOFTWARE AND OTHER PRERECORDED COMPACT D
COMMON POLICY DECLARATIONS

ISSUE DATE: 10/02/18

POLICY NUMBER: BA-4L014160-18-I5-G

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

1. NAMED INSURED AND MAILING ADDRESS:

OPENGOV, INC
955 CHARTER ST
REDWOOD CITY CA 94063

2. POLICY PERIOD: From 09/21/18 to 09/21/19 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

Premises Loc. No.	Bldg. No.	Occupancy	Address
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4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA T0 01 02 15 TCT

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 01 01

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company
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DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$	[REDACTED]
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER:

WOODRUFF-SAWYER & CO (F3697)
50 CALIFORNIA ST FL 12
SAN FRANCISCO CA 94111-4646

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

POLICY NUMBER: BA-4L014160-18-I5-G

EFFECTIVE DATE: 09/21/2018

ISSUE DATE: 11/02/2018

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T0 02 11 89 COMMON POLICY DECLARATIONS
IL T0 07 09 87 CHANGE ENDORSEMENT
IL T8 01 01 01 FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07 COMMON POLICY CONDITIONS

COMMERCIAL AUTO

CA T0 01 02 15 BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA T0 03 02 15 BUS AUTO COV PART DECLARATIONS-4&5
CA T0 31 02 15 TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13 BUSINESS AUTO COVERAGE FORM
CA 01 43 05 17 CALIFORNIA CHANGES
CA 20 54 10 13 EMPLOYEE HIRED AUTOS
CA 99 33 10 13 EMPLOYEES AS INSUREDS
CA T4 59 02 15 AMENDMENT OF EMPLOYEE DEFINITION
CA T3 40 02 15 BLANKET WAIVER OF SUBROGATION
CA T4 37 02 16 BLANKET ADDITIONAL INSURED

INTERLINE ENDORSEMENTS

IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 09 08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD
FORM)
IL 02 70 09 12 CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

Workers' Compensation and Employers' Liability Policy

Named Insured TriNet HR III, Inc. L/C/F OpenGov, Inc.	Endorsement Number
	Policy Number WLR_C65480463 Symbol: Number:
Policy Period 7/1/2018 TO 7/1/2019	Effective Date of Endorsement 07-01-2018
Issued By (Name of Insurance Company) ACE American Insurance Company	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver

Name of person or organization: Lancaster County
555 So. 10th Street
Lincoln, NE 68508

() Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be _____ percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium:



Authorized Agent