

**AMENDMENT TO AGREEMENT
BETWEEN LEVY COUNTY
and
OPENGOV, INC.**

This Third Amendment to Agreement (“Third Amendment”) is made and entered into by and between LEVY County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (“County”), and OPENGOV, INC., 660 3rd Street, Suite 100 San Francisco, CA 94107 (“OpenGov”), effective as of December 16, 2025, which parties may hereinafter collectively be referred to as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, County and OpenGov entered into an agreement for consulting services for County’s communications systems, dated on or around December 19, 2024, as amended (herein the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to extend the term, as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth herein, County and OpenGov agree as follows:

1. The scope of services to be performed by OpenGov under the Agreement is hereby amended to include the services described in Exhibit A. For the performance of such services, County shall pay the fees set forth in Exhibit A.

2. Except as expressly modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect, as modified, are hereby ratified by the Parties, and shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the Parties. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

3. **SCRUTINIZED COMPANIES.** As provided in F.S. 287.135, by entering into this Third Amendment or performing any work in furtherance hereof, OpenGov certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if OpenGov is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Third Amendment may be terminated at the option of the County. B. As provided in F.S. 287.135, by entering into this Third Amendment or performing any work in furtherance hereof, OpenGov certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

4. E-VERIFY- EMPLOYMENT ELIGIBILITY. OpenGov warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of FE's subconsultants performing the duties and obligations of this Third Amendment are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. OpenGov shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, Agreement with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. OpenGov shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. County shall terminate this Third Amendment if it has a good faith belief that OpenGov has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that FE'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify OpenGov to terminate its Agreement with the subconsultant and OpenGov shall immediately terminate its Agreement with the subconsultant. If County terminates this Agreement pursuant to the above, OpenGov shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Third Amendment was terminated. In the event of such Agreement termination, OpenGov shall also be liable for any additional costs incurred by County as a result of the termination.

5. HUMAN TRAFFICKING AFFIDAVIT - OpenGov warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. OpenGov has executed Exhibit A, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference. OpenGov understands and acknowledges that this Agreement will be void, in the event the conditions under Section 287.133, Florida Statutes applies to FE, relating to conviction for a public entity crime.

6. PUBLIC ENTITY CRIMES. OpenGov understands and acknowledges that this Agreement will be void, cancelled, and of no further force or effect, in the event the conditions under Section 287.133, Florida Statutes applies to the OpenGov, relating to conviction for a public entity crime.

7/ FOREIGN COUNTRY OF CONCERN. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of

business in a foreign country of concern. The required affidavit is attached hereto as Exhibit C.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute the Third Amendment as of the last date entered below.

(Signature Page Follows)

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____, Chair
Date: _____

ATTEST: Matt Brooks, Clerk of the
Circuit Court and Ex-Officio Clerk of the
Board of County Commissioners

Matt Brooks, Clerk
:

APPROVED AS TO FORM

Nabors, Giblin & Nickerson, P.A., Interim
County Attorney

OPENGOV, INC.

Signature

John E. Murray, Executive V.P & COO
(Printed name and title)

Date

Witness:

Print Name

Exhibit A- Additional Services



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

Order Form Number:	Q-12983	Prepared By:	Samuel Lambert
Created On:	12/10/2025	Email:	slambert@opengov.com
Order Form Expiration:	01/04/2026	Contract Term:	45 Months
Subscription Start Date:	01/01/2026		
Subscription End Date:	09/30/2029		

Customer Information:

Customer:	County of Levy, FL	Contact Name:	Mary Ellen Harper
Bill To/Ship To:	310 School Street, Suite 112 Bronson, Florida 32621. United States	Email:	harper.mary-ellen@levycounty.org
		Phone:	(352) 486-5218

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 45 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Asset Management	01/01/2026	09/30/2026	\$8,125.58
Transportation Domain	01/01/2026	09/30/2026	\$4,834.42
Asset Management	10/01/2026	09/30/2027	\$17,219.73
Transportation Domain	10/01/2026	09/30/2027	\$10,245.10
Asset Management	10/01/2027	09/30/2028	\$18,080.72
Transportation Domain	10/01/2027	09/30/2028	\$10,757.35
Asset Management	10/01/2028	09/30/2029	\$18,984.76

Transportation Domain	10/01/2028	09/30/2029	\$11,295.22
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PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Fixed Fee	01/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	\$11,471.00
Professional Services Deployment - Fixed Fee	10/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	\$15,799.68

Professional Services Total: \$27,270.68
Travel and Expense (Billed as incurred and not to exceed): \$2,400.00

Customer Billing/Service Periods:

Period:	Total:
01/01/2026	\$24,431.00
10/01/2026	\$43,264.51
10/01/2027	\$28,838.07
10/01/2028	\$30,279.98

Order Form Legal Terms:

Fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party’s acceptance of this Agreement is conditional upon the other’s acceptance of the Agreement to the exclusion of all other terms

Exhibit B: Anti-Human Trafficking Affidavit

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: _____

Title:

Nongovernmental entity:

Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or who
produced _____ as identification this _____ day of
_____, 202__.

Notary Public

(Notary Seal)

Exhibit C: Foreign Country of Concern Affidavit

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that _____ (insert entity name) ("Vendor"):
 - a. Is not owned by the government of a foreign country of concern;
 - b. A government of a foreign country of concern does not have a controlling interest in Vendor; and
 - c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.
3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or
who produced _____ as identification this _____ day of
_____, 202____.

Notary Public

(Notary Seal)