



## OPENCOUNTER ENTERPRISES, INC.

### FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

This Amendment to the Professional Services Agreement (“Agreement”) is entered into as of November \_\_\_\_, 2017 (the “Effective Date”) by and between Open Counter Enterprises, Inc., a Delaware corporation, with principal offices at 25 Taylor Street, San Francisco CA, 94102 (“OpenCounter”) and the City of Gainesville with its principal offices at 200 E. University Avenue, Gainesville, FL 32601 (“City”) collectively (“Parties”).

#### Recitals

**Whereas**, City is an agency or division of state or local government, and wishes to be supplied by OpenCounter with access to additional software-based services provided by OpenCounter and accessed via the Internet and related professional services for its own use and that of persons and/or businesses applying for one or more permits, the issuance of which is within the jurisdiction of City;

**Now, Therefore**, the Parties agree to enter into the First Amendment to the Master Services Agreement between the Parties dated December 22, 2016, under which OpenCounter agreed to provide hosted software and related professional services.

#### Amended Terms

- i. **Services.** The City wishes to add a subscription to the OpenCounter Business Portal to its existing scope of services with Open Counter Enterprises.
  - a) The OpenCounter Business Portal helps entrepreneurs understand the costs and complexity of establishing or growing a business. The OpenCounter Business Portal guides applicants through an intuitive permit discovery process, and estimates the time and cost associated with the specifics of their project. Once applicants are ready to proceed, it also allows them to submit their data.
  - b) Implementation of the OpenCounter Business Portal will follow the schedule outlined in Schedule B of this First Amendment to the Master Services Agreement.
  - c) Subscription and Professional Services will be incurred by this amendment and are outlined in Schedule B, subscription shall renew on the Effective Date of this Amendment.
- ii. **Term.** The term of this agreement will be three (3) years from execution of this Amendment, with an optional annual renewal after the conclusion of the original term.
- iii. **No Other Amendment.** Except as modified by this First Amendment, the Agreement remains binding on the Parties in full force and effect according to its terms
- iv. **Effective Date.** This First Amendment shall become effective as of the date of the latest signature set forth below
- v. **Incorporation of First Amendment.** From and after the Effective Date of this First Amendment, wherever the term “Agreement” or contract appears in the Agreement, it shall be read and understood to mean the Agreement as amended by the First Amendment.
- vi. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one fully executed First Amendment.
- vii. **Authority to Execute.** Each signatory executing this First Amendment on behalf of the Party below warrants that he or she is authorized to enter into and bind that Part to the terms of this First amendment.



**In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives.**

For	Open Counter Enterprises	City of Gainesville
By		
Name	Peter Koht	Anthony Lyons, City Manager
Title	President & COO	City Manager
Address	25 Taylor Street, San Francisco, CA 94102	200 E. University Avenue, Gainesville, FL 32601



**Schedule B**  
**Project Schedule**  
**OpenCounter Business Portal**  
**Gainesville, Florida**

OpenCounter will develop and configure an instance of the OpenCounter Economic Development suite (the “**Instance**”) for the City as described in this Project Schedule in accordance with the implementation plan described in Tables 1-5 below (“**Implementation Plan**”).

**Phase 1: Data Collection and Project Management**

The first phase of OpenCounter project is focused on collecting data and setting project expectations around the scope of work. This includes identifying the permits and licenses to be included in the project, as well as securing credentials and API keys for integrated systems as well as determining the points of integration within those systems and the depth of integration requested by the City.

Table 1

Date	Milestone	Line Item	Description	Responsible Party
<b>November 2017</b>	<b>Project Management</b>	Send Configuration Schedule / Steps	Send configuration documents outlining project scope and steps to be taken. Set up bi-weekly project management update conference calls with key project staff.	OpenCounter
		Create Basecamp.com account	Deploy Project Management software and invite City staff. Configure admin access to in-app help resources and configuration ticket management.	OpenCounter
	<b>Kickoff Meeting &amp; Permitting Onboard Document</b>		Set up kickoff meeting with relevant staff, provide permitting onboarding and data request documents to project sponsor.	OpenCounter
	<b>Data Collection</b>	City data collection	City Seal Vector Graphic, application forms (if not already online), fee schedules, internal documents showing permit routing, milestones and processes (for background).	City



## Phase 2: OpenCounter | Zoning

OpenCounter has configured and launched the OpenCounter Zoning Portal for Gainesville.

## Phase 3: OpenCounter | Permit Catalog

The next phase of this project is the creation of a “permit catalog” for the City. This is a repository of all the permits / licenses that have been identified in Phase 1 along with their associated requirements.

These requirements may be based on project parameters (i.e. construction), location (i.e. zoning process), or persona (i.e. restricted to lessened / bonded contractors). In this phase, OpenCounter staff will work to identify the proper “triggers” for each permit, the data required for an initial application, the fees associated with said permit and the personas that are allowed to submit for the permit.

This phase also includes “field matching,” OpenCounter questions to the associated fields in any required integration (i.e. land management software) as well as setting up a “stylized PDF” for the extraction of data on a per permit basis for non-integrated permits or internal use.

Table 3

Date	Milestone	Line Item	Description	Responsible Party
<b>November 2017</b>	<b>Permit Catalog Setup v.1</b>	Create Permit Catalog	Scan and analyze provided forms to create data standard for city. Set data model for the City, provide as .csv for staff verification, create help text to explain technical questions / remove jargon / acronyms.	OpenCounter
		Create Permit Triggers	Based on forms collected, create permit triggers for each permit as well as their associated fields, fees and visibility rules.  Match permits to internal land management software, if applicable.	OpenCounter
		Create Fees Models	Create fees model based on unified fee schedule	OpenCounter



	<b>Training</b>	Schedule weekly training seminars (pre-launch)	Setup staff training on CMS, dashboard and application handling for City staff and Economic Development allies (if necessary) while finalizing the permit catalog to facilitate testing of fees inside the applications.	OpenCounter
	<b>Content Refinements</b>	Incorporate SME feedback	Based on City feedback refine inputs and fee / permit content	OpenCounter
<b>2 wks. minimum</b>	<b>Acceptance Testing</b>	Verify proper content triggers	Work with City staff to confirm accuracy of imported and configured information of the permit catalog, concurrent with the creation of front end content (Phase 3).	OpenCounter

## Phase 4: OpenCounter | Business Portal

The next phase of this project is the creation of public facing content for the Business Portal. This is a data driven exercise that leverages the materials in the OpenCounter Zoning and Permit Catalog database.

Front-end content will be structured in a way that asks the most common permit and license “triggering” questions first to avoid duplicative data entry and help applicants arrive at an estimation of the totality of their project permitting estimation as quickly as possible.

This phase is deeply informed by staff expertise and will conclude with an acceptance-testing period.

Table 3

Date	Milestone	Line Item	Description	Responsible Party
<b>December 2017</b>	<b>Public Content v1</b>	Create Public Page Content	Based on the collected data imported into the site during the permit catalog and zoning setups process as well as interviews with permitting staff, create content to guide applicants through the permitting process, as identified in Phase 1, including educational content to guide the applicant through the process of the proposed project.	OpenCounter



	<b>Training</b>	Schedule weekly training seminars (pre-launch)	Setup staff training on CMS, dashboard and application handling for City staff and Economic Development allies (if necessary)	OpenCounter
<b>4 wks. Min.</b>	<b>Acceptance Testing</b>	Testing	Confirm public facing content is accurate and meets staff's expectations	OpenCounter + City
	<b>Pre-launch PR</b>	Pre-briefings	Work with City staff to give previews of site to a group of alpha and beta testers (brokers, chamber, SBDC staff)  Facilitate User Group testing in conjunction with the City to ensure that the tool is usable and addressing the concerns of the local business community.	OpenCounter and City
	<b>Marketing</b>	Website Integration Planning	Provide banners and logos for integration into Chamber and City website(s). Identify key landing pages for prospective business owners	OpenCounter
	<b>Translation</b>	Begin Database Content Translation	Once given sign off on public content send to translation service and upload on localized version(s) of site.	OpenCounter
<b>January 30, 2018</b>	<b>Launch</b>	Public Launch Activities	Press Conference, Presentation to business groups and town council,	OpenCounter and City



**Fees and Invoice Schedule.** City will pay the fees described below within thirty (30) days after the date of the applicable invoice therefor. City agrees that, except as set forth in the Agreement, all fees are non-refundable and its obligation to pay fees under this Agreement is an irrevocable and binding obligation of City. Invoices will be addressed to City to the attention of the Project Sponsor.

#### **Fees by Category**

<b>Line Item</b>	<b>Amount</b>
Annual Subscription (commencing on the Effective Date)	\$25,500

#### **Invoice Schedule**

<b>Invoices</b>	<b>Date</b>	<b>Amount</b>
Year 1 Subscription – Invoiced on Effective Date	*November 2017	\$25,500
Year 2 Subscription – May be invoiced on or prior to the anniversary of the Effective Date	November 2018	\$25,500
Year 3 Subscription – May be invoiced on or prior to the anniversary of the Effective Date	November 2019	\$25,500