

AMENDMENT NO. 2
TO
 (LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE AND CARAHSOFT
 TECHNOLOGY CORPORATION, Contract No. C22-0993)

This Amendment No. 2 (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Carahsoft Technology Corporation, a Maryland corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Carahsoft Technology Corporation (“Contractor”) previously entered into Linking Agreement, Contract No. C22-0993, dated September 27, 2022 (“Agreement”); and
- B. City and Contractor previously entered into Amendment No. 1 on September 12, 2023 to increase compensation by one million dollars (\$1,000,000) with a new not to exceed amount of \$1,500,000; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended until March 31, 2025. If the Cooperative Agreement is amended or extended, the City may likewise exercise such extension provided it gives notice to the Contractor that it is exercising its option to extend. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.
3. **Scope of Work.** The Scope of Work is revised to include products and services outlined in the Product Summary and Product Description outlined in Exhibit A.
4. **Compensation.** City shall pay Contractor compensation for the added products and services on an as needed basis at the rate outlined in the Price Quotation provided by Carahsoft. The not to exceed amount of \$1,500,000 remains unchanged.
5. **Insurance Certificate.** Current certificate will expire on April 19, 2025 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager


ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Carasoft Technology Corporation,
a Maryland corporation


By: Natalie LeMay
Its: State and Local Contracts Manager

AMENDMENT NO. 1
CUSTOMER AGREEMENT BETWEEN THE CITY OF GLENDALE AND
Carahsoft Technologies Corporation Contract No. C22-0993

EXHIBIT A

Products and Services

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



TO: Sara Ainsworth
 IT Project Manager
 City of Glendale
 5752 W Glenn Dr
 Glendale, AZ 85301 USA

FROM: Erin Wilson
 Granicus at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: sainsworth@glendaleaz.com

EMAIL: Erin.Wilson@carahsoft.com

PHONE: (623) 930-3600

PHONE: (571) 662-3092

TERMS: Contract Number: CTR046098
 NASPO Master Contract Number: AR2472
 Contract Term: 09/21/2019 to 09/15/2020
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO:	51616374
QUOTE DATE:	11/26/2024
QUOTE EXPIRES:	12/20/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$132,442.75
AZ Tax	\$6,306.92
TOTAL QUOTE:	\$138,749.67

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
ONE-TIME FEES						
1	GXC-BND-SCT1-OTF-491	Government Experience Service Cloud Essentials - Set-up, Config, and Training Each Milestones - 40/30/30 Granicus - GXC-BND-SCT1-OTF	\$980,000.0000	\$700.2405	COOP 10	\$7,002.41
2	GR-ADD-WENP-OTF-491	Web Experience - Enhanced Package- Each - Annual Subscription Milestones - 40/30/30 Granicus - GXC-ADD-WENP-OTF	\$196,000.0000	\$3,355.3217	COOP 10	\$33,553.22
3	GOVA-WDI-IIS-OTF-AR2472	Granicus Web - Intranet-Specialty services pack - Independent Subsite Each Milestones - 40/30/30 Granicus - GOVA-WDI-IIS-OTF	\$12,005.0000	\$972.5570	COOP 10	\$9,725.57
4	GOVA-OCT-AZR-OTF-AR2472	AzureAD Connector - Services Setup and Configuration Package Each Granicus - GOVA-OCT-AZR-OTF	\$3,001.2500	\$972.5527	COOP 1	\$972.55
5	GR-GA-CMS-SCRT-491	Content Migration (Scripted) Each Granicus - PFS-CONTENT-GA-CMS-SCRT	\$5,402.2500	\$972.5527	COOP 13	\$12,643.19
ONE-TIME FEES SUBTOTAL:						\$63,896.94
NEW SUBSCRIPTION FEES						
6	GXC-BND-SCT1-REC-491	Government Experience Service Cloud Essentials Each - Annual Subscription (Up to 50000 Unique Contacts) Granicus - GXC-BND-SCT1-REC	\$1,470,000.0000	\$46,663.2806	COOP 1	\$46,663.28
7	AR2472-09262023-50124	OpenCities Subsite License (per population of 700k) Each Annual Subscription Granicus - GOVA-OCT-SWD-SUB	\$2,940.00	\$1,701.97	COOP 1	\$1,701.97
8	GOVA-OCT-IWD-SUB-AR2472	OpenCities Intranet License Each - Annual Subscription Granicus - GOVA-OCT-IWD-SUB	\$68,600.00	\$17,749.17	COOP 1	\$17,749.17

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
9	GOVA-OCT-AZR-SUB-AR2472	AzureAD Connector License Each - Annual Subscription Granicus - GOVA-OCT-AZR-SUB	\$19,600.00	\$2,431.39	COOP 1	\$2,431.39
NEW SUBSCRIPTION FEES SUBTOTAL:						\$68,545.81
SUBTOTAL:						\$132,442.75

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
OPTIONAL SOLUTIONS						
10	DES-OCT-ARC-OTF-AR2472	GXG Information Architecture - Each One Time Fee Granicus - DES-OCT-ARC-OTF	\$27,011.25	\$23,734.18	COOP 1	\$23,734.18
11	DES-OCT-DSA-OTF-AR2472	GXG Digital Services Academy - One Time Fee Granicus - DES-OCT-DSA-OTF	\$18,007.50	\$15,822.78	COOP 1	\$15,822.78
12	DES-OCT-WWW-OTF-AR2472	GXG Writing for the Web Workshop - One Time Fee Granicus - DES-OCT-WWW-OTF	\$6,002.50	\$5,274.26	COOP 1	\$5,274.26
OPTIONAL SOLUTIONS SUBTOTAL:						\$44,831.22

YEAR 2

13	GXC-BND-SCT1-REC-491	Government Experience Service Cloud Essentials Each - Annual Subscription (Up to 50000 Unique Contacts) Granicus - GXC-BND-SCT1-REC	\$1,470,000.00	\$49,929.72	COOP 1	\$49,929.72
14	AR2472-09262023-50124	OpenCities Subsite License (per population of 700k) Each Annual Subscription Granicus - GOVA-OCT-SWD-SUB	\$2,940.00	\$1,821.11	COOP 1	\$1,821.11
15	GOVA-OCT-IWD-SUB-AR2472	OpenCities Intranet License Each - Annual Subscription Granicus - GOVA-OCT-IWD-SUB	\$68,600.00	\$18,991.60	COOP 1	\$18,991.60
16	GOVA-OCT-AZR-SUB-AR2472	AzureAD Connector License Each - Annual Subscription Granicus - GOVA-OCT-AZR-SUB	\$19,600.00	\$2,601.59	COOP 1	\$2,601.59
YEAR 2 SUBTOTAL:						\$73,344.02

YEAR 3

17	GXC-BND-SCT1-REC-491	Government Experience Service Cloud Essentials Each - Annual Subscription (Up to 50000 Unique Contacts) Granicus - GXC-BND-SCT1-REC	\$1,470,000.00	\$53,424.79	COOP 1	\$53,424.79
18	AR2472-09262023-50124	OpenCities Subsite License (per population of 700k) Each Annual Subscription Granicus - GOVA-OCT-SWD-SUB	\$2,940.00	\$1,948.59	COOP 1	\$1,948.59
19	GOVA-OCT-IWD-SUB-AR2472	OpenCities Intranet License Each - Annual Subscription Granicus - GOVA-OCT-IWD-SUB	\$68,600.00	\$20,321.02	COOP 1	\$20,321.02
20	GOVA-OCT-AZR-SUB-AR2472	AzureAD Connector License Each - Annual Subscription Granicus - GOVA-OCT-AZR-SUB	\$19,600.00	\$2,783.70	COOP 1	\$2,783.70
YEAR 3 SUBTOTAL:						\$78,478.10

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
SUGGESTED OPTIONS SUBTOTAL:						\$196,653.34
TOTAL PRICE:						\$132,442.75
AZ Tax						\$6,306.92
TOTAL QUOTE:						\$138,749.67

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

The Granicus Master Subscription Agreement can be found at <https://granicus.com/wp-content/uploads/application/pdf/Granicus-Master-Subscription-Agreement-GSA.pdf>

For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

Option year pricing is provided with the assumption that your requirements are the same as the base year. If your usage increases Granicus reserves the right to renegotiate your contract based on usage.

Option year pricing does not imply usage can grow beyond your base level.

Granicus Order Form for Glendale, AZ

ORDER DETAILS

Granicus Contact: Mick Swenson
Email: mick.swenson@granicus.com
Order #: Q-388119
Prepared On: 03 Dec 2024

ORDER TERMS

Currency: USD

Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

One-Time Services		
Solution	Billing Frequency	Quantity/Unit
Government Experience Service Cloud Essentials - Set-up, Config, and Training	Milestones - 40/30/30	1 Each
Web Experience - Enhanced Package	Milestones - 40/30/30	1 Each
Granicus Web - Intranet-Specialty services pack - Independent Subsite	Milestones - 40/30/30	1 Each
AzureAD Connector - Services Setup and Configuration Package	Up Front	1 Each
Content Migration	Upon Delivery	13 Each

New Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Government Experience Service Cloud Essentials <i>(Up to 50000 Unique Contacts)</i>	Annual	1 Each
OpenCities Subsite License	Annual	1 Each
OpenCities Intranet License	Annual	1 Each
AzureAD Connector License	Annual	1 Each

Communications Cloud Tier:
0

Optional Solutions		
Solution	Billing Frequency	Quantity/Unit
GXG Information Architecture	Up Front	1 Each
GXG Digital Services Academy	Up Front	1 Each
GXG Writing for the Web Workshop	Up Front	1 Each

PRODUCT DESCRIPTIONS

Solution	Description
----------	-------------

Solution	Description
<p>Government Experience Service Cloud Essentials</p>	<p>The annual subscription edition is an outcome-focused solution that increases online self-service, reduces calls, and drives more clicks to help constituents do business with you. Solution includes:</p> <ul style="list-style-type: none"> • Strategic Capabilities <ul style="list-style-type: none"> ○ Designated Experience Partner ○ Extended LMS Training On-demand ○ Access to Services Catalog ○ Biannual CX Program Brief to Review Insights & Recommendations ○ Online Help Articles and Access to govCommunity • Data Insights <ul style="list-style-type: none"> ○ Community Satisfaction and Performance Monitoring ○ Government Effectiveness Score ○ Digital Experience Score ○ Quality of Life Surveys ○ In-app Reporting and Dashboards • Connected Technology <ul style="list-style-type: none"> ○ Service Web Portal ○ Forms and Workflows (up to 50) <ul style="list-style-type: none"> ▪ Capabilities include: (1) Drag and drop form builder, (2) display logic, calculations, and payments, (3) insights dashboard and form analytics, (4) unlimited responses and ability 'to save and return', (5) data connections and API access, and (6) up to 10GB file uploads and 1,000 web API calls per hour ○ Outbound Communications <ul style="list-style-type: none"> ▪ Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target audiences. ○ Ongoing security updates ○ Ongoing product updates and enhancements ○ Product accessibility maintained perpetually ○ 99.9% up-time guarantee ○ Technical Support Reporting (biannual)

Solution	Description
	<ul style="list-style-type: none"> o Escalation & Care Process o Support Coverage & Response Time SLAs <ul style="list-style-type: none"> ▪ Severity Level 1: System unavailable – 1 hour ▪ Severity Level 2: Major system features unavailable, no user workaround – 4 hours ▪ Severity Level 3: Major system features unavailable, user workaround available – 12 hours ▪ Severity Level 4: Transactional issue, user workaround available - 24 hours <p>A "Unique Contact" is an individual that provides either an email address, phone number, or both. Additional fees for exceeding contracted Unique Contact tier will automatically be applied in arrears and adjusted for go-forward use at subscription renewal. Overages above 1M unique contacts are billed in increments of 100,000 Unique Contacts.</p>

Solution	Description
<p>Government Experience Service Cloud Essentials - Set-up, Config, and Training</p>	<p>The Service Cloud Essentials edition offers a user-centered solution built on industry best practices and proven pre-configured layouts that enhance the user experience through an established configuration and UX process. This implementation is ideal for organizations with smaller teams seeking a balanced blend of strategic capabilities, data insights, and government-specific technology, particularly those that may not have the resources for a more complex implementation process.</p> <p>This solution includes:</p> <ul style="list-style-type: none"> • Stakeholder Kickoff and GXC Project Alignment • Program Management - Weekly / bi-weekly communication • Up to three (3) Email message templates • Development/Implementation/component configuration, including: <ul style="list-style-type: none"> • Forms and workflow • Community satisfaction and performance monitoring • Email and SMS communications • Remote Training – Specific training agenda is flexible and includes up to 15 hours total delivered and up to 3-hour sessions across non-consecutive sessions • Recommended schedule by platform module: <ul style="list-style-type: none"> • Forms and workflow: Two (2) hours total – Up to 25 people • Customer satisfaction & performance monitoring: Ninety (90) minutes total – Up to ten (10) people • Email and SMS communications: Ninety (90) minutes total – Up to (10) people <p><i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use. Wireless phone numbers can take 4-26 weeks to procure due to carrier provisioning. Carriers may enforce blackout period(s) and can enforce restrictions at any time during which they will not accept new applications and can delay provisioning or halt sending. Failure of carrier response will not result in any adjustment and failure to comply with regulations may result in suspension of phone number.</i></p>

Solution	Description
<p>Web Experience - Enhanced Package</p>	<p>The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Professional Project Management • Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: <ul style="list-style-type: none"> • One (1) site analytics report based on Google Analytics • One (1) homepage heatmap analytics visualization • One (1) internal stakeholder survey • One (1) Community survey export • One (1) modular homepage wireframe based on predefined building blocks • Information Architecture (IA) best practices review • One (1) Content Rationalization Package (basic) • Best practices review, one (1) hour session • Site scrape loaded into AIM framework document • One (1) Visual Design Package • One (1) homepage design concept • Interior page sample • Mobile version sample • Up to three (3) rounds of design revisions • Up to two (2) CX features • choose from Granicus library • Development/CMS Implementation • Content Migration - up to one hundred (100) pages • QA & Accessibility Report • Remote Training • Delivered in three (3) non-consecutive sessions eight (8) hours total • Up to ten (10) people

Solution	Description
<p>GXG Information Architecture (Optional Solution)</p>	<p>Updating your website's Information Architecture (IA) is key to improving the overall user experience. Our IA process involves website data analysis, user research and user testing, and other best-practice methodologies that serve to seamlessly bridge your goals with user needs. This effort will result in a strategic and scalable approach to content priorities, a development of a navigation structure for your new site, and the creation of an actionable implementation strategy for your existing content. Activities include:</p> <ul style="list-style-type: none"> • Kickoff: Align on goals, expectations, timelines, and deliverables • Data Audit: We'll review surveys, Google Analytics, and any other piece of data to get a sense of how the website is currently utilized, what the user priorities are, and how the current content is meeting their needs. • User engagement: Conduct up to one (1) card sort with up to forty (40) external users OR up to one (1) tree test with up to forty (40) external users <p>Deliverable:</p> <ul style="list-style-type: none"> • Recommendations & Implementation Report. Includes new Information Architecture map, connecting individual pages to their new categories and location in the site tree <p>Assumptions:</p> <ul style="list-style-type: none"> • Covers analysis and IA for sites with up to 2,500 URLs. • Three-month period of performance to be completed within the contract period. • Does NOT include a content audit. • Does NOT include content creation. • Client sources external users for testing. • Does NOT include document review.

Solution	Description
<p>GXG Digital Services Academy (Optional Solution)</p>	<p>Digital transformation is more than just creating PDFs as online services. It's about creating a digital experience that starts long before the user gets to the online form.</p> <p>GXG experience strategists will help your team think about your top services through a user experience lens, focusing on journey mapping, user stories, content improvement, user testing, and smart forms that include workflows and smart logic, learning how to support an improved user experience from the start. The Digital Services Academy lays the foundation for better government websites, empowered teams, and engaged users. Activities include:</p> <ul style="list-style-type: none"> • Insights Session. One (1) 30-min virtual meeting prior to the DSA with GXG and client to align on goals, dates, participants, and services. • Services review. Following the Insights Session, GXG will review each service selected to validate workshop feasibility. • Digital Services Academy. At least one GXG team member will be virtual with your team to facilitate up to three (3), 2.5-hour workshops over the course of one week, on Monday, Wednesday and Friday, for example. <p>Assumptions:</p> <ul style="list-style-type: none"> • Sold as Firm Fixed Price (not Time & Materials). • Assumes a 1-month level of effort to be completed within the contract period. • Assumes the client has manual PDFs or use another digital tool. • No more than 20 participants for each session. Each participant should attend all three sessions. • NOT for clients that mainly use third-party applications for all services. • NOT for clients that have a centralized content creation model.

Solution	Description
<p>GXG Writing for the Web Workshop (Optional Solution)</p>	<p>Content is the most important element of a website. We believe in using best practices to standardize and promote consistency. There's no better time to completely revamp your content than when you're updating your website and moving to a new CMS. We'll teach your team how to undeniably sound like the agency and focus on the user, helping you mature your communications and services over time. Services include:</p> <ul style="list-style-type: none"> • Workshop kick off: align on goals, dates, and participants / services • Services review: review every service selected to confirm workshop feasibility • One 3-hour workshop (remote) <p>Sold as Firm Fixed Price (not Time & Materials). Assumes a 2-week level of effort to be completed within the contract period. Assumes the client has manual PDFs or use another digital tool. NOT for clients that mainly use third party applications for all services. NOT for clients that have a centralized content creation model (1-2 Content Authors/Publishers for the entire website)</p>

Solution	Description
<p>Granicus Web - Intranet-Specialty services pack - Independent Subsite</p>	<p>The Independent Subsite package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of layouts.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Professional Project Management <ul style="list-style-type: none"> ○ Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following: <ul style="list-style-type: none"> ○ One (1) site analytics report based on Google Analytics ○ One (1) homepage heatmap analytics visualization ○ One (1) internal stakeholder survey ○ One (1) modular homepage wireframe based on predefined building blocks ○ Information Architecture (IA) best practices review • One (1) Basic Content Rationalization Package (optional) <ul style="list-style-type: none"> ○ Best practices review, one (1) hour session ○ Site scrape loaded into AIM framework document • One (1) Visual Design Package <ul style="list-style-type: none"> ○ One (1) homepage design concept ○ Interior page sample ○ Mobile version sample ○ Up to three (3) rounds of design revisions • Development/CMS Implementation • QA & Accessibility Report <p><i>** This package does not include content migration</i></p>

Solution	Description
<p>OpenCities Subsite License</p>	<p>This License is for a single subsite to be installed with an instance of OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more.</p> <p>Using our Subsite functionality, clients can create and manage subsites without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. Create and implement a visual theme in-house or partner with Granicus to deliver one for you.</p> <ul style="list-style-type: none"> • Use the full power of OpenCities modules to create functionally rich subsites • Reduce maintenance costs • All sites benefit from ongoing Accessibility, Browser, Device and UI updates • Easily share content such as events in between sites, even if each site looks different • Setup password protected sites to deliver secure information to authenticated users. • Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements. • Does not include implementation services
<p>OpenCities Intranet License</p>	<p>Help all employees find and view the information they need through an elegant and intuitive online Intranet portal. Deliver content to specific employee groups securely. Enable HR functions such as company communications, vacation calendars or new hire onboarding. Organize policies. Surface and search key content. The OpenCities intranet provides a turn-key solution that captures years of local government digital learnings to bring people, processes and information together, providing your teams with everything they need to do their job better. Delivered as a mobile friendly, ADA / WCAG compliant, continually evolving cloud solution, an OpenCities Intranet is fast to deploy, easy to scale and provides the user experience a modern intranet needs. - OpenCities Project Manager from kick-off to go-live- Use the full power of OpenCities page types, content types and modules to create a functionality rich intranet- Staff directory and organization chart that syncs automatically with your Microsoft Azure Active Directory to ensure the information is always up to date- Enhance collaboration and communication with message boards- Allow users to create profiles, news, events and message boards in the intranet, without needing to access the CMS back-end- Does not include implementation services</p>

Solution	Description
AzureAD Connector License	<p>OpenCities integrates with your Microsoft Active Directories (via AzureAD not on-prem), giving staff the convenience of a single sign-on experience and automatically mapping the appropriate roles and permissions in OpenCities to relevant AD users.</p> <p>For your OpenCities intranet, the Azure AD connector powers your staff directory and organisation chart to ensure they are dynamically updated on a regular basis.</p> <p>This may be used for your web, intranet and subsites.</p>
AzureAD Connector - Services Setup and Configuration Package	Set up and configuration of AzureAD Connector

Solution	Description
Content Migration	<p>Content Migration Delivery:</p> <p>Your web implementation project manager will guide you through the timeline and overall strategy. Once this is defined, the content migration team will work to deliver the content. At the end, you will receive:</p> <ul style="list-style-type: none"> - Access to the CMS with all agreed pages moved over (to the best that accessibility compliance and CMS functionality/limitations allow) - A recap document that details anything your team should know about what Granicus migrated as well as recommendations - All content migrated in conformance with the WCAG 2.2 AA accessibility standard <p>Client Responsibilities:</p> <ul style="list-style-type: none"> - Completion of the Content Rationalization Workbook (CRW) (provided by Granicus) listing all pages classified as either 'Granicus to Migrate', 'Client to Migrate', or 'Do Not Migrate.' - Completion of a Proposed Site Map (if applicable) listing all pages in hierarchical order including all pages marked as 'Granicus to Migrate' and 'Client to Migrate.' <p>Identify an individual or team with the ability to clarify questions and promptly make decisions about migration questions</p> <p>What's IN scope?</p> <ul style="list-style-type: none"> - Creation and migration of static content and assets on the pages identified for 'Granicus to Migrate' on the Proposed Site Map, as it currently exists on its listed source. - Migration of time-bound items (news articles, events, job listings, rfp/bid listings), only if identified and counted within the allotted scope. <p>What's NOT in scope?</p> <ul style="list-style-type: none"> - Anything within an iFrame or embedded HTML content - Interactive/dynamic content - Content not managed within the CMS - JavaScript, CSS, or other custom code - Interactive web forms and/or single-page applications - Written content within image/diagram - Content contained inside a PDF file - Documents and images on pages marked "Do Not Migrate"

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-388119 dated 03 Dec 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Glendale, AZ to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Billing Frequency Notes (Milestones - 40/30/30): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

EXHIBIT B

METHOD AND AMOUNT OF COMPENSATION

City will purchase products and services on an as needed basis. Prices outlined are provided in the Carahsoft Price Quotation.

NOT TO EXCEED AMOUNT

The not to exceed amount remains unchanged.

DETAILED PROJECT COMPENSATION (figures are rounded)

Description	Amount	Estimated Sales Tax (9.2%)	Total*
Professional Services – Setup, Config and Training (one time only)	\$63,897	\$0.00	\$63,897
Year 1 Subscription	\$68,546	\$6,306	\$74,853
Year 2 Subscription (if Agreement is extended)	\$73,344	\$6,748	\$80,092
Year 3 Subscription (if Agreement is extended)	\$78,478	\$7,220	\$85,698

Year 1 Total: \$63,897 fees+\$74,853 subscription =\$138,750