

PROSCI, INC.**PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) effective as of **March 10, 2026** (the “Effective Date”) by and between Prosci, Inc., with offices located at 2950 E Harmony Rd., Suite 150, Fort Collins, CO 80528 (“Prosci”), and City of Glendale, AZ with a principal place of business at 5850 W Glendale Ave, Glendale, AZ 85301 (“City”). In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1. Services and Personnel

- 1.1 Subject to the terms of this Agreement, Prosci shall perform the services specified in one or more Statement(s) of Work (each an “SOW” and the services described therein the “Services”). Any SOW will not be effective until this Agreement and the SOW are executed by both parties. Each SOW will become part of this Agreement, effective on the latter of the Effective Date of this Agreement or the date specified on the SOW.
- 1.2 Prosci agrees to provide City with instructors employed or engaged by Prosci (“Personnel”) to perform the Services. While the Personnel are on City’s premises in connection with the performance of any Services, Personnel will comply with all of City’s rules, regulations, and policies, including City’s customary security measures, which are provided to Prosci in writing (email is acceptable) prior to the commencement of the Services and presented to the Personnel upon arrival at the premises.

Section 2. Intellectual Property

- 2.1 *Intellectual Property Rights.* “IP Rights” means rights in and to any intellectual property whether registerable or not including names, trademarks, trade names, trade dress, service marks, insignias, designs, works of authorship, domain names, inventions, whether or not copyrightable or patentable, trade secret information, and any other intellectual and/or industrial property.
- 2.2 *Prosci’s Intellectual Property.* Prosci owns all IP Rights to and in all Prosci materials disclosed, provided, or delivered to City as part of the Services, whether electronic or hard copy, including models, assessments, templates, toolkits, websites, webinars, podcasts, tutorials, training materials, course materials, and research, and all derivatives therefrom and updates thereto, and all portions thereof (collectively, the “Prosci Materials”).
 - 2.2.1 *No Reproduction.* City acknowledges and agrees that it may not reproduce, distribute, make derivative works from, translate, or otherwise copy Prosci Materials except as expressly allowed by this Agreement and/or a fully-executed SOW.
 - 2.2.2 *No Right in Prosci Materials.* Except for those rights expressly granted in this Agreement and/or a fully-executed SOW, City receives no right, title, or interest, expressed or implied, in any Prosci Materials.

- 2.2.3 *Prosci Trademarks.* City agrees and acknowledges that Prosci owns any trademarks, service marks, and/or trade dress included in Prosci Materials (collectively, and together with any additional trademarks, service marks, and/or trade dress that Prosci currently owns or later acquires, the “**Prosci Trademarks**”).
- 2.2.4 *City’s Use of Prosci Trademarks.* City may use Prosci Trademarks in connection with the internal marketing of the Services within City’s organization. Any such use must expressly identify Prosci as the owner of the mark or marks. City understands and agrees that it may not use Prosci Trademarks for any other purpose, including but not limited to non-City targeted marketing, implied sponsorship of City by Prosci, or any branding of City’s goods or services.
- 2.2.5 *No Modification.* City will not revise, alter, translate, or otherwise modify Prosci Trademarks, nor combine Prosci Trademarks with any other marks, terms, slogans, designs, and/or symbols.
- 2.2.6 *No Right in Prosci Trademarks.* City, by this Agreement or by its use of Prosci’s Trademarks pursuant to this Agreement, acquires no right, title, or interest in or to Prosci’s trademarks or the goodwill associated therewith. All goodwill created or developed as a result of City’s use of Prosci Trademarks will inure solely in Prosci.
- 2.2.7 *Waiver.* City agrees not to oppose, petition to cancel, attempt to invalidate, or otherwise challenge in any way (a) the enforceability of the IP Rights in Prosci Materials or Prosci’s exclusive rights thereto; or (b) the validity of Prosci Trademarks or Prosci’s exclusive rights thereto. Except for the rights expressly granted in this Section 2, nothing in this Agreement expressly or implicitly grants City the right to use any Prosci Materials or Prosci Trademarks in any other manner.
- 2.2.8 *Prosci’s Use of City’s Trademarks.* Prosci may not use any City Trademarks for any purpose, including identifying that City is a customer and user of Prosci’s goods or services, without the City’s written consent.
- 2.3 *City’s Intellectual Property.* All of the following shall remain the exclusive property of City: (a) IP Rights owned or licensed by City prior to the execution of this Agreement; and (b) IP Rights developed independently of the Services and without reference to the Services, Prosci Materials, or Prosci Trademarks. By entering into this Agreement and performing the Services, Prosci receives no right, title, or interest, expressed or implied, in any City IP Rights.
- 2.4 *Work Product.* “Work Product” shall mean all materials, products, reports, documentation, and inventions that are (a) developed or prepared for City by Prosci; and (b) expressly identified as “**Work Product**” in the applicable SOW.
- 2.4.1 Prosci acknowledges and agrees that the Work Product is the property of City and Prosci shall consider the Work Product the Confidential Information of

City. Except to the extent of any Prosci Materials contained therein, all rights, title, and interests in and to the Work Product shall vest in City and shall be deemed to be a “works made for hire” as that phrase is defined in the U.S. Copyright Act, 17 U.S.C. § 101, as may be amended from time to time. To the extent that title to any such Work Product may not vest in City for any reason, Prosci shall take all steps reasonably necessary to perfect City’s rights in the Work Product.

- 2.4.2 In the event, and to the extent, that the Work Product contains any Prosci Materials, Prosci hereby grants City an irrevocable, worldwide, royalty-free, non-exclusive license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works of the Prosci Materials which may be contained within the Work Product.
- 2.5 *Knowhow.* City acknowledges that, during the course of providing the Services, Prosci may develop or become acquainted with ideas, designs, concepts, knowhow, techniques, and skills which are applicable generally but exclude City’s IP Rights and Confidential Information (“**Knowhow**”). Prosci will be entitled to all IP Rights to and in the Knowhow and shall be able to use the Knowhow in conducting Prosci’s services without restriction except as expressly provided herein.

Section 3. Taxes, Invoices, Payment, & Disputes

- 3.1 *Taxes.* City will pay Prosci at the rate identified and listed in any applicable SOW. Except as set forth in Section 6.3 (Personnel), all rates are exclusive of any sales, use, value added, excise, or other similar taxes that may be imposed by federal, state, or local governments, which are City’s responsibility.
- 3.2 *Reimbursable Expenses.* City will reimburse Prosci for reasonable out-of-pocket expenses actually incurred by Prosci in the performance of the Services or as otherwise agreed to in an SOW, and approved by the City in advance in writing. Prosci will submit supporting documentation and any expense form reasonably requested by City.
- 3.3 *Invoices.* Prosci will submit at least one invoice to City either: (a) after the Services are rendered; or (b) as otherwise agreed upon in an SOW. Invoices will include Prosci’s fees, material costs, shipping expenses, travel and lodging expenses, and other expenses and/or fees as indicated in an applicable SOW, together with appropriate receipts. City will remit payment for any such invoice within thirty (30) calendar days of the receipt date, except with respect to those amounts that are subject to a Good Faith Dispute.
- 3.4 *Invoicing Disputes.* Both parties agree to use informal efforts to resolve any billing or invoice within thirty (30) calendar days of when the disputing party provides written notice to the other party. If no mutually acceptable informal resolution can be agreed upon within thirty (30) calendar days, the dispute will be subject to Section 10.7.

Section 4. Confidentiality

- 4.1 *Confidential Information.* Prosci understands and agrees that City may disclose confidential or proprietary information concerning City during the course of the Services

(the “City Confidential Information”). Prosci will consider all information relayed to Personnel in writing, orally, or verbally as City Confidential Information. City agrees to take reasonable efforts to disclose only the minimum amount of City Confidential Information reasonably necessary for Prosci to perform the Services.

- 4.2 *Exclusions to Confidential Information.* Notwithstanding Section 4.1 and Section 4.3, City Confidential Information will not include, and Prosci shall not have obligations to protect from disclosure: (a) information, data or materials which are developed by Prosci independently without use of or reference to City’s Confidential Information; (b) information published or disclosed by City to third parties without a restriction on its use and disclosure; and/or (c) information lawfully obtained by Prosci from other sources which Prosci reasonably believes lawfully came to possess it.
- 4.3 *Standard of Care.* City Confidential Information will be held in confidence by Prosci, using the same standard of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care. The City Confidential Information will not be used or disclosed for any purpose other than performing under or receiving the benefits of this Agreement and/or any SOW, or otherwise enforcing Prosci’s rights.
- 4.4 *Permitted Disclosures.* Prosci will not disclose City Confidential Information except: (a) to its employees and agents, including but not limited to Personnel, to whom disclosure is necessary for performing under or receiving the benefits of this Agreement, who have been notified of the confidential nature of the Confidential Information and who have agreed to maintain the City Confidential Information in a manner consistent with Prosci’s obligations hereunder; or (b) as required by law, regulation, or court order. Prosci will advise such Personnel having access to City Confidential Information in advance of the confidential and proprietary nature thereof and the requirements of this section. If Prosci learns of any unauthorized use or disclosure of City Confidential Information by any Personnel, former personnel, employee, or its agents, Prosci will promptly advise City in writing and Prosci take all reasonable steps to limit further dissemination of the City Confidential Information as allowed under Arizona law.
- 4.5 *Return or Destruction of Confidential Information.* Upon City’s request, Prosci will destroy, delete, or surrender to City all City Confidential Information.
- 4.6 *No Exclusivity.* Nothing in this Agreement prevents or prohibits Prosci from offering or rendering its services to any other third party.

Section 5. Term and Termination

- 5.1 *Term.* The term of this Agreement shall commence on the Effective Date and continue for a three-year period, as set forth in this Section 5. The City may, at its option and with the approval of Prosci, extend the term of this Agreement for two (2) additional one-year terms, on an annual basis. Each SOW will be effective upon the full execution of such SOW and will, unless otherwise terminated in accordance with the terms of this Agreement, expire upon the earlier of (a) the one-year anniversary of the Effective Date of the SOW; or (b) the completion of all of the Services specified in the applicable SOW. Completion of the Services under any executed SOW will not automatically terminate

this Agreement but will terminate the executed SOW under which such Services were rendered. This Agreement cannot be terminated while any SOW remains in effect.

5.2 *Termination for Convenience.*

5.2.1 Either party may terminate this Agreement for any reason by providing notice to the other party of its intent to terminate and such termination shall be effective sixty (60) calendar days after receipt by the non-terminating party.

5.2.2 City may terminate any SOW for any reason by providing Prosci with a seven (7) calendar day written notice. Cancellation of any executed SOW by City pursuant to this Section 5.2.2 is subject to the cancellation fees described in Section 5.4.2.

5.3 *Termination for Cause.* Either Prosci or City may terminate this Agreement or any executed SOW at any time upon material breach of this Agreement or SOW, as applicable, by the other party which is not cured within five (5) business days after receipt of written notice of the breach.

5.4 *Effects of Termination.*

5.4.1 In the event this Agreement or an executed SOW is terminated by: (a) Prosci, City is obligated to pay Prosci for Services actually rendered and accepted through the effective date of termination; or (b) City, City is obligated to pay Prosci for Services actually rendered and expenses incurred through the effective date of termination. Such payment obligation may be offset by any damages due and owing due a material breach of any term of this Agreement causing termination.

5.4.2 The program dates set forth in an SOW are considered final upon mutual execution of such SOW. Unless this Agreement is terminated for cause or performance is delayed due to a Force Majeure as defined in Section 9.12 below, if the City requires a cancellation or change of the date work is to be performed in accordance with a SOW prior to the start of the program, the City agrees to pay the amount of the fees assessed by a third party for the cancellation or change of prearranged travel and lodging that cannot be made without penalty. In the event of cancellation or change by Prosci, no fees will be charged to the City.

5.4.3 In the event of an uncured material breach by City of Section 2 (Intellectual Property), City will cease all use of the Prosci Trademarks and Prosci Materials immediately upon termination of this Agreement.

5.4.4 In the event of termination or expiration of this Agreement or any SOW, the parties reserve all other available remedies at law or in equity.

5.5 *Survival.* The provisions of Section 2, Section 3, Section 4, Section 5.4, this Section 5.5, Section 6.3, Section 6.4, Section 6.5, Section 7, Section 8, and Section 9 (excluding Section 9.1) will survive termination of this Agreement and any SOW.

Section 6. Warranties, Disclaimer and Indemnity

- 6.1 *Prosci's Representations.* Prosci represents that (a) all Services will conform to the specifications set forth in the applicable SOW, (b) all Services will be provided with professionalism, and (c) that any Personnel providing the Services is properly trained to perform such Services for which the Personnel is responsible. In the event that any Services do not conform to the foregoing criteria, Prosci will make commercially reasonable efforts, upon written notice from the City and at no expense to City, to correct any deficiencies which prevent(ed) such Services from conforming to the criteria.
- 6.2 *Mutual Representations.* Prosci and City represent, warrant and agree: (a) to comply with all laws, rules, and regulations, whether local, state or federal, in connection with its performance under this Agreement and any executed SOW; (b) that execution and performance of this Agreement and performance of each SOW does not conflict with or violate any commitment, agreement, or understanding it has, or will have, to or with any other person or entity; and (c) that each party's signatory to this Agreement has all right, powers, approvals, and authority necessary to enter into this Agreement and that, by signing this Agreement, this Agreement is enforceable against the other in accordance with its terms and conditions.
- 6.3 *Personnel.* Personnel will not for any purpose be considered City's employee(s). Prosci will be solely responsible for the payment of such Personnel. Prosci will be solely responsible for the withholding and/or payment of all federal, state, and local income and other payroll taxes, workmen's compensation, disability and other benefits, any required permits or permissions, and all such additional legal requirements of like nature applicable to such Personnel. Prosci agrees to defend, fully indemnify, and hold City harmless against all proceedings and claims against City and any demands, losses, damages, costs, and expenses whatsoever suffered or incurred by City in respect of a failure by Prosci to comply with payment and tax obligations described in this Section 6.3.
- 6.4 *Mutual Indemnification.* Each party (as the "**Indemnifying Party**") agrees to indemnify the other party (as the "**Indemnified Party**") against and save each other harmless from any and all suits, proceedings at law or in equity, claims, liabilities, damages, costs, payments and expenses, including reasonable attorney's fees, asserted against or incurred by the Indemnified Party, arising out of any bodily injury to any person or damages to any tangible property of a third party or death arising as a result of Indemnifying Party's negligence or willful misconduct. The foregoing indemnification is contingent upon Indemnified Party providing prompt written notice of any claim to Indemnifying Party and permitting Indemnifying Party to maintain sole control of the defense of the claim.
- 6.5 *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PROSCI MATERIALS AND SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY PROSCI, ITS AGENTS, PERSONNEL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, FITNESS FOR PARTICULAR PURPOSE

OR NONINFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

Section 7. Intellectual Property Warranty and Indemnification

- 7.1 Prosci warrants that Prosci is the owner of the Prosci Materials and it has the right and authority to grant the rights set forth in this Agreement and any executed SOW. The Prosci Materials do not, to the best of Prosci's actual knowledge, violate or infringe the intellectual property rights of any third party as of the Effective Date. City's exclusive remedy and Prosci's sole liability for any breach of this warranty is the indemnification procedures set forth in this Section 7.
- 7.2 Prosci agrees, at its own expense, to defend (or at Prosci's option, settle) and indemnify City from and against any claim or action instituted by a third party against City that the Prosci Materials, when used as directed by Prosci, violates any United States patent, copyright, trade secret, or other proprietary right of a third party ("**IP Claim**"), provided that City: (a) promptly notifies Prosci in writing of any such IP Claim; (b) permits Prosci to control and direct the investigation, preparation, defense and settlement of the IP Claim; and (c) assists and fully cooperates in the defense of same, at Prosci's cost and expense. Prosci agrees to pay any final award of damages, if any, assessed against City resulting from such IP Claim, including any awarded costs and attorneys' fees, or any settlement amount agreed to by Prosci in writing. Notwithstanding the foregoing, Prosci shall not, without the prior written consent by City, where such consent not to be unreasonably withheld or delayed, settle any third-party claim against City that: (i) does not completely and forever release City with respect thereto, (ii) does not completely absolve City of liability or wrongdoing, and (iii) does not impose any obligations upon City other than an obligation to stop using any allegedly infringing items. In any action for which Prosci provides defense on behalf of City, City may participate in such defense at its own expense by counsel of its choice.
- 7.3 Following notice of an IP Claim or any facts that may give rise to such IP Claim, Prosci may, in its sole discretion and at its option: (a) procure for City the right to continue to use the Prosci Materials; (b) replace Prosci Materials with content that does not materially degrade the functionality of the Prosci Materials; or (c) modify the Prosci Materials to make the challenged product non-infringing; provided that the modification does not impose any costs on City and the modification does not materially diminish the features or functionality of the Prosci Materials. If it is not commercially reasonable to perform any of these alternatives and Prosci does not have any replacement content it could provide to City that would not result in a material degradation of the Prosci Materials functionality, Prosci will have the option to terminate the Agreement as to the allegedly infringing Prosci Materials and refund a prorated portion of the fees paid by City for such allegedly infringing Prosci Materials based on a five (5) year useful life of any such Prosci Materials.
- 7.4 In no event will Prosci have any obligations under this Section 7 or any liability for any claim or action if the IP Claim is caused by, or resulting from: (a) modification of the Prosci Materials by City (including translations into other languages or the integration of other content) if such IP Claim would have been avoided by use of unmodified Prosci Materials as originally provided by Prosci; (b) City's continued allegedly infringing

activity after being notified in writing thereof or after Prosci provides replacement Prosci Materials at no cost to City; (c) City's use of the Prosci Materials in a manner prohibited by or not provided for in this Agreement; or (d) use of other than Prosci's most current release of the Prosci Materials if the claim or action would have been avoided by use of the most current Prosci Materials, provided that Prosci provides such non-infringing Prosci Materials to City without additional costs.

7.5 City agrees, at its own expense, to defend (or at City's option, settle) and indemnify Prosci from and against any claim or action instituted by a third party against Prosci where the claim is predicated on an alleged infringement caused by, or resulting from: (a) modification of the Prosci Materials by City or by any third party acting on City's behalf if such IP Claim would have been avoided by use of the unmodified Prosci Materials (modification includes the integration of Prosci Materials with material from City or from another vendor or supplier such that the resulting work is infringing); (b) City's continued allegedly infringing activity after being notified thereof or after Prosci provides replacement Prosci Materials; (c) City's use of the Prosci Materials in a manner prohibited by or not provided for in this Agreement; or (d) use of other than Prosci's most current release of the Prosci Materials if the claim or action would have been avoided by use of the most current release.

7.6 This Section 7 is intended to clarify, rather than limit or modify, the Mutual Indemnification provision contained in Section 6.4 above for liability or claims related to the use and/or misuse of intellectual property only.

Section 8. Limitation of Liability

8.1 *Exclusion of Damages.* Neither party will be liable for any indirect, incidental, special, or consequential damages (e.g., loss or interruption of business), whatsoever associated with, arising out of, or connected with this Agreement.

8.2 *Cap on Damages.* Each party's total and aggregate liability for any damages under any provision of this Agreement is in any case limited to the amounts actually paid or owed by City to Prosci for the Services, provided, however, the foregoing shall not apply to: (a) Prosci's obligation to indemnify pursuant to Sections 6.3, 6.4, or 7.2; (b) any damages, expenses or liability arising out of, or resulting from, City's breach of Section 2; or (c) City's obligation to indemnify pursuant to Sections 6.4 or 7.5.

Section 9. Miscellaneous

9.1 *Insurance.* During the term of this Agreement, Prosci will, at its own cost and expense, obtain and maintain in full force and effect, the following insurance coverage: (a) workers compensation and disability insurance in statutory amounts; (b) employer's liability insurance with minimum limits of \$1,000,000; (c) automobile liability insurance with a combined single minimum limit of \$1,000,000 for bodily injury and property damage; and (d) general comprehensive liability insurance or suitable umbrella insurance with minimum single limit coverage of \$5,000,000. Upon request, Prosci will provide City with proof of such coverage, and in the event such coverage changes or is canceled during the term of this Agreement, Prosci will immediately notify City.

- 9.2 *Assignment.* Neither party may assign (by operation of law or otherwise) or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement, without the consent of the other, in the case of a sale or transfer of all or substantially all of its business or assets.
- 9.3 *Notice.* Any and all notices or other communications required or permitted by this Agreement, any executed SOW(s), or by law to be served or provided by one party to another will be written in the English language and delivered by express courier service (e.g., FedEx) with delivery receipt or secure email attachment with receipt confirmation. All notices must be sent to the addresses set forth in the preamble, to notices@prosci.com for permitted electronic notices to Prosci, or to such other address that a party specifies in a notice delivered pursuant to this Section 9.3.
- 9.4 *Disclosure.* The terms of this Agreement and/or any executed SOW(s) may not be disclosed to any third party except: (a) as required by law, regulation, or court order; (b) in response to a discovery request or subpoena, under a protective order; and (c) to the parties' respective professional advisors.
- 9.5 *Irreparable Harm.* The parties agree that a breach of Section 2, Section 4, or Section 9.4 may result in irreparable injury to the non-breaching party for which there may be no adequate remedy at law. Therefore, notwithstanding Section 9.6, in the event of any breach or threatened breach of such obligations, the non-breaching party may be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.
- 9.6 *Choice of Law, Venue, and Enforcement.* Intentionally deleted
- 9.7 *Non-Solicitation.* In order to protect Prosci's legitimate business interest in its IP Rights, Prosci Materials, Work Product, and Knowhow, as defined in Section 2 of this Agreement, as well as to protect the value of training and talent-development Prosci invests in its Consulting Employees, during the term of any SOW and for a period of twelve (12) months thereafter, City shall not, directly or indirectly: (a) solicit or induce any Consulting Employee of Prosci to terminate his or her employment with Prosci; or (b) Hire any Consulting Employee of Prosci without the prior written approval of Prosci. However, City will not be in violation of these restrictions if it publishes employment advertisements which are aimed at recruiting from among the general public or hires a Consulting Employee who responds to such general advertisement without any other form of solicitation. The term "**Hire(d)**" includes without limitation employment arrangements, independent contracting, equity ownership, consulting, and other, similar arrangements. "**Consulting Employee**" shall mean current employees of Prosci who have directly delivered Services hereunder.
- 9.8 *Interpretations, Severability, Headings.*
- 9.8.1 This Agreement and any executed SOW will not be construed against the party preparing it but will be construed as if both parties jointly prepared this Agreement, and any uncertainty and ambiguity will not be interpreted against any one party. All fees stated herein are made, and all fees and other amounts

owing hereunder shall be paid in, United States Dollars. If any translations of this Agreement are made, the English version shall control.

- 9.8.2 If any provision of this Agreement is found to be illegal or unenforceable under or in conflict with any valid controlling law, the validity of the remaining provisions will not be affected thereby.
- 9.8.3 If any provision of this Agreement conflict with any provision of an SOW incorporated herein by attachment or reference, the provision of this Agreement shall control and take precedence there over.
- 9.8.4 The section headings appearing in this Agreement or any executed SOW are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of extent of such section or in any way affect such section.
- 9.9 *Waiver, Integration, Alteration.*
- 9.9.1 The waiver of a breach hereunder may be affected only by a writing signed by the waiving party and will not constitute a waiver of any other breach.
- 9.9.2 This Agreement, including any executed SOW(s), represents the entire understanding between the parties with respect to the subject matter herein contained, and supersedes all other oral or written agreements or understanding, express or implied, between the parties that may relate to any aspect of the Services. Any additional terms set forth on City's purchase order(s) or other document(s) relating, directly or indirectly, to the subject matter of this Agreement are not enforceable unless specifically agreed to in writing signed by Prosci. Filling a purchase order request does not constitute agreement to its terms by Prosci. In the event of a conflict between the terms of this Agreement and the terms set forth in a City purchase order, the terms of this Agreement shall prevail.
- 9.9.3 A provision of this Agreement may be altered only by a writing signed by both parties.
- 9.10 *Independent Contractors.* The parties are and will remain independent contractors and nothing herein expressly or implicitly creates an agency, partnership, or joint venture between the parties hereto. Nothing in this Agreement will be interpreted or construed as creating or establishing an employer/employee relationship between City and either Prosci or any employee or agent of Prosci.
- 9.11 *Duty to Enforce.* Failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 9.12 *Force Majeure.* Neither party shall be in default for any delay in its performance (other than payment requirements) resulting from causes entirely beyond its control and where not reasonably foreseeable and preventable on the date of signing this Agreement (each a "Force Majeure Event"); *provided, however,* that the non-performing party gives the other

party notice as soon as practicably possible after becoming aware of the occurrence of a Force Majeure Event. The delayed party's time for performance will be deemed to be extended for a period equal to the duration of the conditions entirely beyond its control. Conditions entirely beyond a party's control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. In the event either party's performance is delayed for more than thirty (30) calendar days in the aggregate as a result of a Force Majeure Event, either party may terminate this Agreement (including any attachments affected by such force majeure condition) upon notice to the party claiming the Force Majeure Event.

- 9.13 *Execution.* This Agreement and any SOW may be executed simultaneously in two or more counterparts, each of which will be considered an original, but which counterparts together will constitute one and the same instrument. The parties shall treat faxed, .pdf, or emailed or other electronically signed documents (including documents signed through e-sign service providers such as DocuSign) as originals; *however*, this shall not preclude either party from requiring the exchange of original (e.g., "wet-ink") signatures upon the request of a party.

Section 10. Addendum

- 10.1 **Conflicts.** Prosci acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
- 10.2 **Lack of Appropriations.** Nothing in this Agreement guarantees that some or all of the funds necessary to comply with all of the City's obligations under this Agreement will be appropriated or otherwise be available. The City agrees to seek such appropriations in good faith from the City Council and agrees not to use the lack of appropriations as a substitute for termination for convenience. If sufficient funds are not appropriated or otherwise available, the City may unilaterally terminate this Agreement after providing thirty (30) days written notice. In the event the City provides such notice, the City will not be entitled to a refund or offset of any amounts previously paid but will not pay any amounts that become due after providing such notice.
- 10.3 **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 44-4401, Prosci warrants their compliance and that of its subcontractor with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Prosci or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. Prosci and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights

onto their respective properties to perform the random inspections and waving their respective rights to keep such papers and records confidential.

- 10.4 **Attestation of PCI Compliance.** When applicable, Prosci will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Prosci with oversight responsibility.
- 10.5 **No Boycott of Israel.** To the extent A.R.S. § 35-393 through A.R.S. §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.
- 10.6 **Uyghur Forced Labor Prevention Act (UFLPA).** Prosci certifies that it does not currently, and during the term of this Agreement, will not use:
 - 10.6.1 the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - 10.6.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - 10.6.3 any Prosci, 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.
- 10.7 **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered into any court having jurisdiction thereof.
- 10.8 **Non-Discrimination.** Prosci 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. Prosci will require any sub-contractor to be bound to the same requirements as stated within this section. Prosci, and on behalf of any subcontractors, warrants compliance with this section.
- 10.9 **Governing Law and Venue.** This Agreement shall be governed by and enforced using the law of this State of Arizona. The parties agree that any judicial action brought to enforce the terms and conditions of this agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona.

IN WITNESS THEREOF, the parties have executed this Agreement by each party's duly authorized representative, intending to be bound as of the Effective Date set forth above.

City of Glendale, AZ

Prosci, Inc.

By: _____

Signed by:
By: Jennifer Tucker
F78F5395BE6B476...

Printed Name: Patrick S. Banger

Printed Name: Jennifer Tucker

Title: City Manager

Title: _____

Date: _____

Date: 2/12/2026

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GLENDALE AND PROSCI, INC.

EXHIBIT A

Scope of Work

STATEMENT OF WORK

to

PROSCI, INC. PROFESSIONAL SERVICES AGREEMENT

This Statement of Work originating on March 10, 2026 (the “Origination Date”) is attached to and made a part of the Professional Services Agreement between Prosci, Inc. (“Prosci”) and the City of Glendale (“Company”) dated March 10, 2026 (the “Agreement”). Unless otherwise defined herein, all capitalized terms in this Statement of Work will have the meanings set forth in the Agreement.

In the event of a conflict between the terms and conditions of the Agreement including the Statements of Work and any other oral or written understandings, arrangements or agreements between the parties, including purchase orders, the terms and conditions of the Agreement including the Statements of Work shall prevail.

Scope of Services: To be requested by Company in writing on an as needed basis.

Service Sites: Services will be performed at Glendale, Arizona, or as otherwise agreed between the parties.

Service Date(s):

To be determined based on program selection of Company and Prosci delivery availability, at dates and times to be agreed upon by the parties at least four (4) weeks in advance of the start date.

Training Materials to be provided by Prosci:

Synopsis of training materials for participants will be provided by Prosci, based upon program selection.

Prosci Instructors:

The Services will be performed by the appropriate Prosci personnel.

Service Cost(s):

The total amount of compensation paid to Prosci shall not exceed \$175,000 for the entire Term of the Agreement.

Company Assignments:

The following requirements must be performed by Company at dates to be agreed upon by the parties (“Company Assignments”):

1. Company will provide to Prosci the name and email address of each program participant. Non-participants are not allowed to attend the program.
2. Company will provide to Prosci the address(es) to where Prosci will ship the Prosci Materials for the Services. If Company has decided to use only digital materials, or program is designed for digital materials only, shipping address(es) are not required.
3. Company will identify an executive sponsor to be involved in program preparation and high-level program support.
4. Company will ensure all program participants will complete assigned pre-work and, if applicable, participants will return requested information to Prosci.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GLENDALE AND PROSCI, INC.

5. Company will confirm to Prosci that the meeting space availability includes a primary classroom that allows participants approximately three feet of table space and sufficient breakout areas. The same meeting space must be used for the full duration of the program.
6. All participants must attend in person. Video and teleconferencing is not permissible.

In the event that Company is unable, or is in danger of being unable, to materially satisfy any Company Assignment(s), Prosci shall issue a notice of non-conformance to Company. No more than five (5) business days following such notice, Company will correct the non-conformance or the parties will confer to reach a mutually agreeable resolution. If Company fails to correct the non-conformance or the parties are unable to find a mutually agreeable resolution, Prosci reserves the right to cancel the SOW and Company will be responsible for 50% of the total professional services fees and 100% of any non-refundable expenses related to travel and lodging.

Cancellation Policy

Cancellation or date changes made to the SOW by Company between 60 and 45 calendar days from the start of the program will be subject to payment for prearranged travel and lodging that cannot be cancelled without penalty. Cancellation or date changes made to the SOW by Company between 44 and 31 calendar days are billed at 50% of total program costs and prearranged travel and lodging that cannot be cancelled without penalty. Cancellation or date changes to the SOW by Company within 30 calendar days are billed at 100% of total program costs and prearranged travel and lodging that cannot be cancelled without penalty. If Company terminates, for its convenience and not for cause due to Prosci's uncured material breach, all or part of any of these advisory and consulting services as determined by Prosci that are provided on an ongoing basis by Prosci or contractors on behalf of Prosci, either individually or collectively, as part of the Services and detailed herein, Company will be obligated to pay for all Services rendered up to the termination date, along with all expenses incurred by Prosci, including those that cannot be cancelled without penalty.

Logistics

Company will assign a logistical contact who will work with Prosci on all logistics necessary for the preparation and implementation of the program. The overall accessibility, responsiveness and actions taken by the Company contact are critical for the success of the course.

Audio/Video equipment for on-site programs must be provided by the Company. Audio/Video equipment includes five easels and easel pads, one laptop computer per group (laptop must have Microsoft Office 2007 or newer), one PC projection unit, and one screen.

Lodging arrangements and reservations for the participants must be arranged by the Company. Prosci is responsible for making the lodging arrangements of Prosci staff members unless requested otherwise by Company.

Participant Certification

For certification programs, attendance and participation requirements will be provided to the Company at the time of program request by the company.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GLENDALE AND PROSCI, INC.**

IN WITNESS THEREOF, the parties have executed this Statement of Work, effective as of the Origination Date set forth above.

City of Glendale

Prosci, Inc.

By: _____

Signed by:
By: Jennifer Tucker
F78F5395BE6B476...

Printed Name: Patrick S. Banger

Printed Name: Jennifer Tucker

Title: City Manager

Title: _____

Date: _____

Date: 2/12/2026

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney