

**SECOND AMENDMENT  
TO  
MASTER SUBSCRIPTION AGREEMENT**

**THIS SECOND AMENDMENT TO MASTER SUBSCRIPTION AGREEMENT** (the “First Amendment”) is made and entered into as of \_\_\_\_\_, 2020, by and between the CITY OF ORANGE, a municipal corporation (“Customer”), and GRANICUS, LLC, a Minnesota Limited Liability Company (“Granicus”), with reference to the following:

A. Customer and Granicus entered into a Master Subscription Agreement (Agreement No. 6858) dated as of October 8, 2019, which is incorporated herein by this reference (the “Original Agreement”); and

B. Customer and Granicus amended the Original Agreement to revise the Scope of Services and increase the compensation by that certain First Amendment to Professional Services Agreement (Agreement No. 6858.1) dated as of July 13, 2020, which is incorporated herein by this reference (the “First Amendment”); and

C. Customer and Granicus desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to add a Scope of Work, revise the Term and increase the compensation.

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1.     **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2.     **Cross-References.** Customer and Granicus agree that all references in this Second Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Second Amendment.

Section 3.     **Additional Scope of Work.** The Scope of Work (“SOW”), Section 2.1, is supplemented to include the services described in Exhibit A of this Second Amendment (Proposal dated July 31, 2020), which is attached hereto and incorporated herein by this reference.

Section 4.     **Compensation.** The total not-to-exceed compensation for the SOW in Exhibit A shall not exceed TWO HUNDRED THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS and 09/100 (\$200,124.09).

Section 5.     **Term.** The Term of the SOW in Exhibit A shall be as provided in Exhibit A.

Section 6.     **Integration.** This Second Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between

the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.

**IN WITNESS** of this Agreement, the parties enter into this Agreement on the year and day first above written.

“CONTRACTOR”

“CITY”

GRANICUS, LLC, a Minnesota Limited Liability Company

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant City Attorney

**\*NOTE:**      **If Contractor is a corporation, the City requires the following signature(s):**  
--      **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**  
--      **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.**

**EXHIBIT “A”**

**ADDITIONAL SCOPE OF WORK**

[Behind this page.]

## Granicus Proposal for Orange, CA

### Granicus Contact

**Name:** John Redfern

**Phone:** +1 3102660243

**Email:** john.redfern@granicus.com

### Proposal Details

**Quote Number:** Q-112659

**Prepared On:** 8/12/2020

**Valid Through:** 9/8/2020

**Tier:** Up to 25000 Subscribers

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

### One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Dept Branding: Interior Page Customization Tier 2	Milestones - 40/20/20/20	2 Each	\$10,000.00
govAccess - Web Design and Implementation - Independent Sub	Milestones - 40/20/20/20	1 Each	\$11,300.00
govAccess Enterprise Search (Implementation)	Milestones - 40/20/20/20	1 Each	\$1,350.00
Dept Branding: Interior Page Customization Tier 3	Milestones - 40/20/20/20	3 Each	\$7,500.00
Accessibility (Web-only) Training and Consultation-Standard	Upon Delivery	1 Each	\$5,000.00
Content Strategy Package - Premium	Milestones - 40/20/20/20	1 Each	\$17,500.00
Customizations (Non-recurring) - govAccess	Milestones - 40/20/20/20	1 Each	\$4,500.00
<b>SUBTOTAL:</b>			<b>\$103,650.00</b>

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess – Website Design and Implementation - Trailblazer	Milestones - 40/20/20/20	1 Each	\$46,500.00
<b>SUBTOTAL:</b>			<b>\$103,650.00</b>

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual	1 Each	\$0.00 <i>first year free</i>
govAccess Enterprise Search (Tier 2)	Annual	1 Each	\$4,499.00
Customizations (Recurring) - govAccess	Annual	1 Each	\$675.00
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$0.00 <i>first year free</i>
<b>SUBTOTAL:</b>			<b>\$5,174.00</b>

Remaining Period(s)				
Solution(s)	Year 2	Year 3	Year 4	Year 5
govAccess - Maint/Hosting/License Fee - Independent Sub	\$2,520.00	\$2,646.00	\$2,778.30	\$2,917.22
govAccess Enterprise Search (Tier 2)	\$4,723.95	\$4,960.15	\$5,208.15	\$5,468.56
Customizations (Recurring) - govAccess	\$708.75	\$744.19	\$781.40	\$820.47
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$13,230.00	\$13,891.50	\$14,586.08	\$15,315.38
<b>SUBTOTAL:</b>	<b>\$21,182.70</b>	<b>\$22,241.84</b>	<b>\$23,353.93</b>	<b>\$24,521.62</b>

Product Descriptions	
Name	Description
<b>govAccess - Maint/Hosting/License Fee - Independent Sub</b>	<p>Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite:</p> <ul style="list-style-type: none"> <li>• Monthly software updates</li> <li>• Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday)</li> <li>• Access to training webinars and on-demand video library</li> <li>• Access to best practice webinars and resources</li> <li>• Annual health check with research-based recommendations for website optimization</li> <li>• DDoS mitigation</li> <li>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li> </ul>
<b>Dept Branding: Interior Page Customization Tier 2</b>	govAccess will produce a custom, single column HTML layout using up to five (5) custom styled widgets. Each widget will contain its own unique set of configurable settings.
<b>govAccess - Web Design and Implementation - Independent Sub</b>	<p>Independent Subsite Package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of templates. The package includes:</p> <ul style="list-style-type: none"> <li>• Unique design theme, including color palette for landing page and interior pages</li> <li>• Unique header and footer</li> <li>• Unique navigation design</li> <li>• Individual URL and search capabilities</li> <li>• Optional custom mobile homepage (included)</li> </ul>
<b>govAccess Enterprise Search (Implementation)</b>	Configure software to index/crawl public 3rd party applications and other non-govAccess websites.
<b>govAccess Enterprise Search (Tier 2)</b>	Index public 3rd party applications and other non-govAccess websites. Tier 2 solution includes up to 250,000 pages/documents, up to three (3) search engines, and an unlimited annual search volume.
<b>Dept Branding: Interior Page Customization Tier 3</b>	govAccess will produce up to five (5) custom widget displays on a single page based on existing default widget functionality. Each widget will contain its own unique set of configurable settings. Each custom widget will be built for re-use across all other interior pages.

Product Descriptions	
Name	Description
<b>Accessibility (Web-only) Training and Consultation-Standard</b>	<p>Granicus will provide a front-end website design, excluding third-party tools, compliant with WCAG 2.0 upon completion and only to the extent validated by Granicus' accessible content formatting and testing process. This service includes standard training and services to help the client get started creating and maintaining an accessible website.</p> <ul style="list-style-type: none"> <li>• Design website in compliance with WCAG 2.0 standards</li> <li>• Test website to WCAG 2.0 standards using automated tool</li> <li>• Develop the client's accessibility statement</li> <li>• Training in accessibility-focused CMS functions</li> <li>• Reformat up to 25 of the client's pages to comply with WCAG 2.0 standards</li> <li>• Onsite Web Accessibility Training in accessibility-focused CMS functions, including what the standards are, why they are important and how to create compliant content</li> </ul>
<b>Content Strategy Package - Premium</b>	<p>The Premium Content Strategy Package will introduce staff members to content strategy and writing for the Web and includes:</p> <ul style="list-style-type: none"> <li>• On-site consultation and process meeting to create a custom content strategy process</li> <li>• Web analytics report detailing content strategy opportunities (Available only if Granicus is granted access to the client's analytics)</li> <li>• On-site content strategy and plain language writing for the Web</li> <li>• Training customized for the client, including group exercises updating the client's content</li> <li>• Content development and migration best practices guide</li> <li>• Website content best practices guide</li> <li>• Website persona exercise materials</li> <li>• Communicating with your audience exercise materials</li> <li>• Task process evaluation exercise materials</li> <li>• Writing for the Web textbook</li> <li>• Revise 100 web pages of the client's choosing to comply with content strategy best practices</li> </ul>
<b>Customizations (Recurring) - govAccess</b>	<p>The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular client and can potentially conflict with visionLive updates.</p>

Product Descriptions	
Name	Description
<b>Customizations (Non-recurring) - govAccess</b>	<p>The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular client and can potentially conflict with visionLive updates.</p> <p><b>Parking Availability widget</b></p> <p>Granicus will build a Parking Availability widget that displays current (with a possible short delay depending on performance assessment) parking spot availability in garages and lots. Graphic design will be provided by Granicus design team. The data will be provided by the City's Signal-Tech server in an XML format. The City will be responsible for setting up access via a URL to the XML dataset.</p>
<b>govAccess - Maintenance, Hosting, &amp; Licensing Fee - Core</b>	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"> <li>• Ongoing software updates</li> <li>• Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)</li> <li>• Access to training webinars and on-demand video library</li> <li>• Access to best practice webinars and resources</li> <li>• Annual health check with research-based recommendations for website optimization</li> <li>• DDoS mitigation</li> <li>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li> </ul>



Product Descriptions	
Name	Description
<b>govAccess – Website Design and Implementation - Trailblazer</b>	<p>Website Design and Implementation - Trailblazer provides a citizen focused website and includes:</p> <ul style="list-style-type: none"> <li>• Advanced UX Consultation, which may include one (1) or more of the following: <ol style="list-style-type: none"> <li>1. One (1) site analytics report</li> <li>2. One (1) heatmap analysis</li> <li>3. One (1) internal stakeholder survey</li> <li>4. One (1) community stakeholder survey</li> <li>5. One (1) remote user testing of top tasks</li> </ol> </li> <li>• Three (3) customer journeys (top tasks or heavily visited webpages) identified for optimization -Fully customized homepage wireframe</li> <li>• Fully responsive design</li> <li>• Custom mobile homepage or standard mobile responsive homepage</li> <li>• Video background or standard rotating image carousel (switchable at any time)</li> <li>• Three (3) specialty alternate homepages - Choose from Granicus' library including emergencies, election night, special events</li> <li>• Three (3) customer experience features - Choose from Granicus' library including service finder, geo finder, or data visualization banner</li> <li>• Programming/CMS implementation</li> <li>• Migrate up to 200 webpages</li> <li>• Ten (10) forms converted into the new CMS</li> <li>• Three (3) days of on-site consultation / training to be applied towards additional project management or training (two (2) of three (3) days must be consecutive)</li> </ul>

## Terms and Conditions

- Client will be eligible to request a basic redesign credit for one (1) govAccess main website after completing year four (4) of this uninterrupted five (5) year Agreement.
  - Client must request the basic redesign credit prior to the end of the initial term.
  - The redesign will be available after payment of the annual invoice for year four (4) of the Agreement.
  - The basic redesign credit will only be available if there are no outstanding govAccess invoices at the time the request is made.
  - Any termination of the Agreement prior to the end of the initial term renders the basic redesign credit offer null and void.
  - Granicus will not develop a sitemap or new content as an included part of any free redesign work, but will assist the Client in transferring existing content into the new design.
- The basic redesign credit will be equivalent to either:
  - A template selected from the then-current Granicus best practices library, or;
  - A dollar credit not to exceed \$8,000.00 applied towards a custom redesign of one (1) existing main website.
- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- 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 Orange, CA 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.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-112659 dated 8/12/2020 are incorporated into this Purchase Order by reference.
- Billing Frequency Notes (Milestones - 40/20/20/20):
  - An initial payment equal to 40% of the total;
  - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the Client;
  - A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
  - A payment equal to 20% of the total upon completion; provided, however that the Client has completed training. If the Client has not completed training, then Granicus shall invoice the Client at the earlier of: completion of training or 21 days after completion.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- The initial subscription term includes all the subscription years noted in quote Q-112659 dated 8/12/2020 and must be awarded to receive the first year free promotion. The Agreement and subscription term begins upon date of document signature or award.

**Agreement and Acceptance**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

**Billing Information**

Name:

Phone:

Email:

Address:

**Orange, CA**

Signature:

Name:

Title:

Date: