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Second Amendment to the Granicus Service Agreement between Granicus, LLC and Port St Lucie, FL

This Second Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Port St Lucie, FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Vision entered into an Agreement effective 01 Oct 2016 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-299615, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).

2. Granicus agrees to the terms attached in Exhibit B.

3. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

4. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.
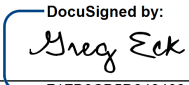
Agreement and Acceptance

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

Port St Lucie, FL	**Granicus**
Signature:	Signature: *DocuSigned by:* Greg Eck — 71FB6CB5D848403...
Name:	Name: Greg Eck
Title:	Title: Manager, Contracts
Date:	Date: 9/25/2023

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Exhibit A

ORDER DETAILS

Prepared By:	Bill Marshall
Phone:	(202) 559-3037
Email:	bill.marshall@granicus.com
Order #:	Q-299615
Prepared On:	30 Aug 2023
Expires On:	24 Oct 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 45 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	14 Nov 2023
Period of Performance:	The Agreement will begin on date of signature and will continue through the end of the then current billing term.

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PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Existing Subscriptions			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
OpenCities SaaS License	Annual	1 Each	$37,000.00
OpenCities Cloud Security License	Annual	1 Each	$3,000.00
OpenCities Subsite License	Annual	1 Each	$1,500.00
OpenCities Subsite License	Annual	1 Each	$1,500.00

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Granicus Web - Intranet-Specialty services pack - Independent Subsite	Milestones - 40/30/30	1 Each	$10,000.00
OpenCities Subsite License - Design Package	Upon Delivery	1 Each	$1,000.00
OpenCities Subsite License - Services Setup and Configuration Package	Milestones - 40/20/20/20	1 Each	$1,000.00
		SUBTOTAL:	**$12,000.00**

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
OpenCities Subsite License	Annual	1 Each	$2,000.00
		SUBTOTAL:	**$2,000.00**

- *Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.*
- *Additional volume purchased will cover the period of 15 Nov 2022 - 14 Nov 2023 The additional volume and annual fees will be added to Port St Lucie, FL's standard subscription and will be included in the next renewal period.*

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FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
OpenCities SaaS License	$39,590.00	$42,361.30
OpenCities Cloud Security License	$3,210.00	$3,434.70
OpenCities Subsite License	$1,605.00	$1,717.35
OpenCities Subsite License	$1,605.00	$1,717.35
OpenCities Subsite License	$2,140.00	$2,289.80
SUBTOTAL:	**$48,150.00**	**$51,520.50**

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Port St Lucie, FL

PRODUCT DESCRIPTIONS

Solution	Description
OpenCities SaaS License	The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes: • All OpenCities out of the box functionality (excluding optional/premium modules priced separately) • Platform setup and full project management • Managed cloud hosting via Microsoft AzureGov • Ongoing security updates • Ongoing product updates and enhancements • WCAG AA Accessibility maintained perpetually • 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) • Comprehensive SLA and Support Ticketing system See subscription agreement for details.
OpenCities Cloud Security License	Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks. Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.

Order #: Q-299615
Prepared: 30 Aug 2023

Solution	Description
OpenCities Subsite License	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. 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. - 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

Order #: Q-299615
Prepared: 30 Aug 2023

Solution	Description
OpenCities Subsite License	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. 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. - 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

Order #: Q-299615
Prepared: 30 Aug 2023

Solution	Description

Granicus Web - Intranet-Specialty services pack - Independent Subsite	The Independent Subsite package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of layouts.
	
	This package includes:
	
	• Professional Project Management
	   o Weekly / bi-weekly communication
	• Basic UX Consultation, which may include one (1) or more of the following:
	   o One (1) site analytics report based on Google Analytics
	   o One (1) homepage heatmap analytics visualization
	   o One (1) internal stakeholder survey
	   o One (1) modular homepage wireframe based on predefined building blocks
	   o Information Architecture (IA) best practices review
	• One (1) Content Rationalization Package (basic)
	   o Best practices review, one (1) hour session
	   o Site scrape loaded into AIM framework document
	• One (1) Visual Design Package
	   o One (1) homepage design concept
	   o Interior page sample
	   o Mobile version sample
	   o Up to three (3) rounds of design revisions
	• Development/CMS Implementation
	• QA & Accessibility Report

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Solution	Description
OpenCities Subsite License	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. 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. - 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
OpenCities Subsite License - Services Setup and Configuration Package	Set up and configuration of one OC Subsite. Includes Project Management, basic grey scale template, and developer configuration.

Exhibit B

E-Verify. In accordance with section 448.095, Florida Statutes, Granicus agrees to comply with the following:

1. Granicus must register with and use the E-Verify system to verify the work authorization status of all new employees of Granicus. Granicus must provide the Client with sufficient proof of compliance with this provision before beginning work under the Agreement.
2. If Granicus enters into a contract with a subcontractor, Granicus must require each and every subcontractor to provide Granicus with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Granicus shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.
3. The Client shall terminate the Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Granicus shall immediately terminate any contract with any subcontractor if Granicus has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the Client has or develops a good faith belief that any subcontractor of Granicus knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the Client shall promptly notify Granicus and order Granicus to immediately terminate the contract with the subcontractor.
5. The Client shall terminate the Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the Client terminates the Agreement under this section, Granicus may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the Client as a result of the termination of a contract.
6. The Client, Granicus, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that any such cause of action shall be filed in St. Lucie County, Florida.