Fourth Amendment to Master Services Agreement for Fort Lauderdale between Granicus, LLC, and the City of Fort Lauderdale

THIS FOURTH AMENDMENT TO MASTER SERVICES AGREEMENT FOR FORT LAUDERDALE ("Fourth Amendment") is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota limited liability company authorized to transact business in the State of Florida, (hereinafter referred to as "Granicus" or "Contractor"), and the City of Fort Lauderdale, a Florida municipality, (hereinafter referred to as "Client" or "City"), with reference to the following:

> WHEREAS, the Client and Granicus entered into a Master Services Agreement for Fort Lauderdale effective July 3, 2019, (the "Agreement"); and

> WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-374343, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties amend the Agreement 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. Except as amended by this Fourth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

4. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORT LAUDERDALE. GOV.

Contractor shall comply with public records laws, and Contractor shall:

a. Keep and maintain public records required by the City to perform the service.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

a.   The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

b.   The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

c.   The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

d.   The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

e.   The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

6. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

a.   The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

b.   The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

c.   The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

d.   A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

e.   Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 7, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section 7 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

7.   Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

8.   Scrutinized Companies

Section 30 of the Agreement is amended to provide as follows:

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

IN WITNESS WHEREOF, the parties have caused this Fourth 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.

City of Fort Lauderdale

By: _____
     Dean J. Trantalis, Mayor

By: _____
      Rickelle Williams, City Manager

Date: _____

Approved as to form and correctness:

_____

Assistant City Attorney

WITNESSES: Granicus, LLC

_____   By: _____

Signature   Mark Hynes, Manager, CEO

_____

Print Name

_____

Signature

_____

Print Name

ATTEST:

_____

Print Name: _____

Title: _____

STATE OF _____:
COUNTY OF_____:

      The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2025, by Mark Hynes as Manager, CEO, for Granicus, LLC, a Minnesota limited liability company authorized to transact business in the State of Florida.

[SEAL]   _____

                                  (Signature of Notary Public – State of _____)

                          _____

                                  Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

GRANICUS

Granicus Proposal for Fort Lauderdale, FL

ORDER DETAILS

Prepared By:	Bill Marshall
Phone:	(202) 559-3037
Email:	bill.marshall@granicus.com
Order #:	Q-398103
Prepared On:	14 Mar 2025
Expires On:	28 Apr 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 45 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term End Date:	08 Jan 2026

G GRANICUS

PRICING SUMMARY

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

Terminating Subscriptions		
Solution	**Quantity/Unit**	**Prior Annual Fee**
EHQ Unlimited	0 Each	$21,250.01
govAccess - Maintenance, Hosting, & Licensing Fee - Core	0 Each	$21,278.25
SUBTOTAL:		**$42,528.26**

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

Existing Subscriptions			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess for Advanced Subsite (Additional)	Annual	1 Each	$4,147.91
EHQ Embeddable Project Finder - Custom	Annual	1 Each	$2,125.00

Order #: Q-398103
Prepared: 14 Mar 2025

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Content Migration (50 Pages)	Upon Delivery	10 Each	$10,000.00
Government Experience Service Cloud Enhanced - Set-up, Config, and Training	Milestones - 40/30/30	1 Each	$0.00
Web Experience - Enhanced Package	Milestones - 40/30/30	1 Each	$36,383.00
GXG Digital Services Academy	Up Front	1 Each	$16,500.00
GXG Information Architecture	Up Front	1 Each	$22,500.00
AzureAD Connector - Services Setup and Configuration Package	Up Front	1 Each	$1,000.00
OpenCities Security License - Services Setup and Configuration Package	Up Front	1 Hours	$0.00
SUBTOTAL:			**$86,383.00**

New Subscription Fees

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Experience Service Cloud Enhanced *(Up to 50000 Unique Contacts and 80 annual service credits)*	Annual	1 Each	$69,494.30
AzureAD Connector License	Annual	1 Each	$2,200.00
OpenCities Cloud Security License	Annual	1 Each	$3,199.99
SUBTOTAL:			**$74,894.29**

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 14 Mar 2025 - 08 Jan 2026 The additional volume and annual fees will be added to Fort Lauderdale, FL's standard subscription and will be included in the next renewal period.

FUTURE YEAR PRICING

Solution(s)	Period of Performance		
	09 Jan 2026 - 08 Jan 2027	**09 Jan 2027 - 08 Jan 2028**	**09 Jan 2028 - 08 Jan 2029**
Government Experience Service Cloud Enhanced (up to 50,000 unique contacts and 80 annual services credits) *(Up to 50000 Unique Contacts)*	$72,969.01	$76,617.46	$80,448.33
OpenCities Cloud Security License	$3,359.99	$3,527.99	$3,704.39
AzureAD Connector License	$2,310.00	$2,425.50	$2,546.77
govAccess for Advanced Subsite (Additional)	$4,355.31	$4,573.07	$4,801.72
EHQ Embeddable Project Finder - Custom	$2,231.25	$2,342.81	$2,459.95
SUBTOTAL:	**$85,225.56**	**$89,486.83**	**$93,961.16**
Total Services Catalog Credit :	80	80	80

PRODUCT DESCRIPTIONS

Solution	Description
govAccess for Advanced Subsite (Additional)	govAccess Maintenance, Hosting and Licensing includes the following for the client's Specialty Subsite(s) covered by the subscription: • Monthly software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
EHQ Embeddable Project Finder - Custom	Customizable EHQ Embeddable Project Finder tool for embedding in web CMS; • Annual subscription • Unlimited project finders • Configure project filters, change project text, adjust project card composition • Self-service management and configuration • Custom CSS option for styling • De-branded for use as white-labelled embed

| Government Experience Service Cloud Enhanced (up to 50,000 unique contacts and 80 annual services credits) | **Service Cloud Enhanced**
The annual subscription plan 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:

• Strategic Capabilities
  o Designated Experience Partner
  o Extended LMS Training On-demand
  o Access to Services Catalog
  o Quarterly CX Program Brief to Review Insights & Recommendations
  o Online Resources & Private Community

• Data Insights
  o Community Satisfaction and Performance Monitoring
  o Government Effectiveness Score
  o Digital Experience Score
  o Quality of Life Surveys
  o In-app Reporting and Dashboards

• Connected Technology
  o Service Web Portal

• Enterprise Forms and Workflows (up to 100)
  o 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 50GB file uploads and 2,000 web API calls per hour and 20 custom documents per form, (7) workspaces and advanced response workflows, (8) custom documents (certificates, permits, formal letters, and more), (9) form versioning and scheduling

• Outbound Communications
  o Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target audiences.

• Engagement and Sentiment Analysis (unlimited)
  o Embeddable Project Finder
  o Ongoing security updates
  o Ongoing product updates and enhancements |

Solution	Description

	○ WCAG AA Accessibility maintained perpetually
	
	    ○ 99.9% up-time guarantee
	
	    ○ Technical Support Reporting (quarterly)
	
	    ○ Live Escalation & Care Process
	
	• Support Coverage & SLAs
	
	• Severity Level 1: System unavailable – 1 hour
	
	    ○ Severity Level 4: Transactional issue, user workaround available - 12 hours
	
	    ○ Severity Level 2: Major system features unavailable, no user workaround – 2 hours
	
	    ○ Severity Level 3: Major system features unavailable, user workaround available – 5 hours
	
	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.

Solution	Description
Government Experience Service Cloud Enhanced - Set-up, Config, and Training	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 with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation. This solution includes: • Stakeholder Kickoff and Platform Project Alignment • Program Management - Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: 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) Community survey export o One (1) modular homepage wireframe based on predefined building blocks • 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 • One (1) homepage design mockup o Interior page sample o Mobile version sample o Up to three (3) rounds of design revisions o Up to two (2) CX features from Granicus library • Three (3) Email message templates • Development/Implementation/component configuration, including: o Web content management system o Forms and workflow o Community satisfaction and performance monitoring o Community engagement and sentiment analysis o Email and SMS communications o Content Migration - up to one hundred (100) service web portal pages • QA & Accessibility Report • Remote Training – Specific training agenda is flexible and includes up to 20 hours total delivered and up to 3-hour sessions across non-consecutive sessions o Recommended schedule by platform module: ▪ Web CMS: Ten (10) hours total - Up to ten (10) people ▪ Forms and workflow: Four (4) hours total – Up to 25 people ▪ Customer satisfaction & performance monitoring: Ninety (90) minutes total – Up to ten (10) people ▪ Community engagement: Ninety (90) minutes total – Up to (10) people Email communications: Two (2) hours total – Up to (10) people

Solution	Description
GXG Information Architecture	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: • 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 Deliverable: • Recommendations & Implementation Report. Includes new Information Architecture map, connecting individual pages to their new categories and location in the site tree Assumptions: • 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
GXG Digital Services Academy	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. 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: • 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. Assumptions: • 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.
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.
OpenCities Imperva Security License - Services Setup and Configuration Package	Setup and configuration of OpenCities Imperva Security License

Solution	Description
AzureAD Connector License	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. 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. This may be used for your web, intranet and subsites.
AzureAD Connector - Services Setup and Configuration Package	Set up and configuration of AzureAD Connector

Solution	Description
Granicus Web - Content Migration for OpenCities (50 pages)	Content Migration Delivery: 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: - 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. Client Responsibilities: - 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.' - Identify an individual or team with the ability to clarify questions and promptly make decisions about migration questions. What's IN scope? - 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. What's NOT in scope? - 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"