

## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this “Agreement”) is dated 11 March, 2021 (the “Effective Date”), and is by and between OpenCities, Inc., a Delaware corporation (“OpenCities”), and the City of Gainesville, a municipal corporation (“Customer”). This Agreement includes *Schedules A and B* hereto, as well as OpenCities’ Acceptable Use Policy, Privacy Policy, and SLA (all as defined below in Article 1), and all such documents are incorporated herein by this reference.

OpenCities offers website publishing, management and hosting services for local government websites utilizing proprietary content management system, and Customer desires that OpenCities provide such services to Customer, all on the terms and conditions set forth herein. Therefore, in consideration for the mutual promises of the parties set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

**1. DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. “Acceptable Use Policy” (“AUP”) means, as of any date, the version of OpenCities’ acceptable use policy posted at <http://support.OpenCities.com> as of such date.
- 1.2. “Business Day” means a day other than a Saturday or a Sunday on which banks in the State of California are open for business.
- 1.3. “Core Module” means the individual modules that are included within the SaaS. From time to time, new Core Modules will be introduced to the SaaS via Version Updates which are included in the Fees paid by Customer.
- 1.4. “Customer Data” means any and all data and information, including text, graphics, photographs, audio-visual elements, music, illustrations, video or other content, domain names, email, chat room content, bulletin board postings, or any other items or materials of Customer, any user or any other third party provided or permitted by Customer to be made available by or to reside within the SaaS or Customer’s Website.
- 1.5. “Customer’s Website” means the website(s) created by or on behalf of Customer through use of the SaaS for Customer’s internal business purposes.
- 1.6. “Customizations” has the meaning ascribed to it in Section 2.2(f).
- 1.7. “Documentation” means OpenCities’ standard user documentation and any other operating, training and reference manuals related to the SaaS, all of which are contained in the OpenCities Help Center.
- 1.8. “Integrations” means optional enhancements to the SaaS involving third party products or services, which are offered separately by OpenCities and are available for purchase by Customer via the OpenCities Help Center.

- 1.9. “Intellectual Property Rights” means all intellectual or industrial property, including without limitation any copyright, trade or service mark, patent, moral right, trade secret, logo, know how, rights in relation to inventions, drawings, discoveries, improvements, technical data, formulae, computer programs, know-how, logos, designs, circuit layouts, domain names, business names, software, whether or not now existing, and whether or not registered or unregistered rights, and rights in respect of Confidential Information.
- 1.10. “Malicious Code” means code, files scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 1.11. “OpenCities Help Center” means the Documentation and the specifications for the SaaS (the “Specifications”) currently posted at <http://support.OpenCities.com>.
- 1.12. “Privacy Policy” means, as of any date, OpenCities’ privacy policy posted at <http://support.OpenCities.com> as of such date.
- 1.13. “SaaS” means the data traffic management, website publishing and web hosting services utilizing OpenCities’ proprietary content management system, including any Version Updates and Core Modules released by OpenCities, and all related Specifications and Documentation.
- 1.14. “Scheduled Maintenance Window” means the date and time slot identified by OpenCities in a written notice given to Customer via the OpenCities Help Center no later than 5 Business Days prior to the proposed Scheduled Maintenance Window to enable maintenance work and Version Updates to be performed. The Scheduled Maintenance Window will be outside of Customer’s normal business hours and periods of peak demand, whenever reasonably possible.
- 1.15. “SLA” or “Service Level Agreement” means OpenCities’ standard service level agreement as in effect from time to time, the current version of which is set forth in Schedule A hereto.
- 1.16. “Term” is defined in Section 12.1 below.
- 1.17. “Version Updates” means updated versions of the SaaS (indicated by a higher numerical version number) developed by OpenCities with enhancements or additions to the functionality, and/or performance improvements and bug fixes.

## **2. SCOPE AND USAGE OF SAAS.**

- 2.1. Use of SaaS. During the Term and upon payment of the applicable Fees set out in Schedule A hereto, OpenCities shall make the SaaS available to Customer in accordance with the terms of this Agreement solely for Customer’s internal business purposes. Customer may permit an unlimited number of its employees and its contractors to use the SaaS provided their use is solely for Customer’s internal business purposes and at all times in compliance with the terms of this Agreement. Customer agrees to be responsible for any breach of this Agreement by its contractors.
- 2.2. Scope of SaaS. Upon payment of the applicable Fees and subject to the other terms and conditions of this Agreement, OpenCities will provide the following services to Customer during the Term:

- (a) Website Publishing System. OpenCities will provide Customer with the website publishing functionality set out in the SaaS Documentation and the Specifications.
- (b) Web Hosting. OpenCities will provide Customer with the data traffic management and web hosting services set out in Schedule A.
- (c) Maintenance and Support. OpenCities will provide the maintenance and support services set out in Section 3 hereof.
- (d) Service Level Agreement. OpenCities will use commercially reasonable efforts to ensure the SaaS is available in accordance with the then applicable Service Level Agreement.
- (e) Customizations. OpenCities may provide Customer with developer training in setting up additional templates, functions or web services and other additional functionality to customise the SaaS ("Customizations"), or Customer may request that OpenCities develop Customizations on Customer's behalf. Any Customization services to be supplied by OpenCities will be provided pursuant to a separate statement of work executed by the parties. All such Customization services will be charged on a time and materials basis at OpenCities then-current rates for the applicable Customization services. Where Customizations have been produced by the Customer or a 3<sup>rd</sup> party, OpenCities is not responsible for any incompatibility between the Customizations and the SaaS, including those resulting from Version Updates to the SaaS. Where the Customizations have been produced by OpenCities, OpenCities agrees that such Customizations will be compatible with the then-current version of the SaaS in accordance with the terms set forth in the applicable statement of work. Customer acknowledges that the support and maintenance services set out in Article 3 will not be provided for any Customizations and that Customizations are not covered by the Service Level Agreement. If Customer desires to obtain support for any Customizations, any support offered by OpenCities will be charged on a time and materials basis at OpenCities' then-current rates for such support. Any Customizations developed by OpenCities shall be the property of OpenCities. Effective upon delivery of any such Customizations to Customer, OpenCities grants Customer a perpetual, nonexclusive, non-transferable, fully paid license to copy, modify, create derivative works of and use such Customizations as part of Customer's Website.
- (f) Additional Services. OpenCities may provide certain additional services from time to time under this Agreement as agreed by the parties in writing.
- (g) Use of Third Party Service Providers. Customer acknowledges that OpenCities has, and in the future may, retain one or more third party service providers to supply certain aspects of the SaaS, including certain of the facilities, equipment, products, services and connectivity necessary to offer the SaaS. Customer acknowledges that OpenCities currently obtains web hosting services from the provider identified in, and on the terms and conditions referenced in, Schedule A.

2.3. Documentation: Customer may reproduce and use the Documentation solely as necessary to support its use of the SaaS.

2.4. Users of Customer's Website. Customer may authorize an unlimited number of users to access and use Customer's Website. Customer agrees that it is not authorized to, and agrees not to, make any representations or warranties regarding the SaaS or OpenCities to any user or third party, and further agrees not to otherwise create or purport to create any obligations or liabilities on the part of OpenCities. Customer agrees to indemnify OpenCities for its and any user's acts and omissions related to Customer's Website and/or the SaaS. OpenCities has no obligation to provide support or any other services, or any SLA remedies or other remedies, to such users.

### **3. MAINTENANCE AND SUPPORT SERVICES.**

3.1. Maintenance and Support; SLA. Subject to the other provisions of this Article 3 and Customer's payment of all applicable Fees, during the Term:

- (a) OpenCities will provide the remedies listed in the SLA for any failure of the SaaS or the SaaS Documentation listed in the SLA. Such remedies are Customer's sole remedy for any failure of the SaaS, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Any credits issued pursuant to the SLA for failure to meet the uptime guarantee specified in the SLA will apply to outstanding or future invoices only and are forfeited upon termination of this Agreement. OpenCities is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.
- (b) OpenCities may revise the SLA or the features and functions of the SaaS at any time, provided no such revision materially reduces the features or functionality provided to Customer as set forth herein.
- (c) OpenCities will provide Customer with Version Updates. Customer acknowledges that Version Updates are mandatory and necessary for the proper function and security of the SaaS. Customer agrees to the implementation of all Version Updates by OpenCities. Implementation will occur during a Scheduled Maintenance Window. Any SaaS downtime or functionality issues arising during a Scheduled Maintenance Window will not be subject to the Service Level Agreement.
- (d) OpenCities grants Customer personnel unlimited access to the OpenCities Help Center to review the Documentation and Specifications. Customer acknowledges and agrees that it does not have an unlimited right to request maintenance and support services through the OpenCities Help Center; requests for maintenance and support must be made in compliance with paragraph (e) hereof.
- (e) OpenCities will make available to Customer an online and telephone help desk service, which will allow 2 designated support representatives of Customer who have received training in the SaaS to request maintenance and support services in accordance with the Service Level Agreement. Requests from other personnel will not be accepted. The contact details for the online and telephone help desk support services are set out in Schedule A.



- (f) Notwithstanding the provisions of paragraphs (d) and (e) above, where Customer's Website is experiencing a Severity 1 problem, any Customer personnel may contact OpenCities via the telephone help desk to report the Severity 1 problem.

3.2. Scheduled and Emergency Maintenance.

- (a) OpenCities agrees to use commercially reasonable efforts to conduct all SaaS maintenance within a Scheduled Maintenance Window. However, Customer acknowledges that an unplanned event may occur that will require the need for OpenCities to perform maintenance on the SaaS on an emergency basis outside of a Scheduled Maintenance Window.
- (b) OpenCities will use reasonable efforts to give Customer advance notice of emergency maintenance, but it is possible that advanced notification of emergency maintenance will not occur. Any SaaS downtime or functionality issues during the Scheduled Maintenance Window or during emergency maintenance will not be subject to the Service Level Agreement.

3.3 Conditions. OpenCities provision of the maintenance and support services set forth in this Article 3 is subject to the following conditions:

- (a) Customer must document and promptly report all errors or malfunctions of the SaaS to OpenCities or its assigned agents and representatives;
- (b) Customer must carry out procedures to rectify errors or malfunctions within a reasonable period after receiving instructions from OpenCities on such procedures; and
- (c) Customer must provide OpenCities with reasonable access to Customer's personnel, its assigned agents and representatives as required by OpenCities to meet its obligations under this Agreement.

3.4 Exclusions. OpenCities is under no obligation to provide the maintenance and support services specified in this Article 3 if they are requested as a result of or related to: (a) operation of the SaaS with other media and hardware, SaaS or interfaces not authorized or maintained in accordance with this Agreement or the Documentation; (b) use of the SaaS that is not in accordance with the Documentation; (c) any modification, alteration or addition or attempted modification, alteration or addition to the SaaS (unless such modifications were developed by OpenCities or authorised by OpenCities in writing); (d) failure of any data service, internet service or any other third-party service, or failure of a telecommunications connection, hardware, software, web services, or third party content, software, or equipment; or (e) any non-reproducible error or defect reported by Customer.

3.5 Abuse of Maintenance Services. In the event Customer abuses the maintenance and support services offered by OpenCities (e.g. by declaring a problem Severity Level 1 when it is only Severity Level 2, 3 or 4, unless such distinction could not reasonably have been determined, or by reporting problems which are not Severity 1 during non-business hours) an "Abuse Incident" will

be noted, and OpenCities will inform Customer of such.

#### **4. FEES AND PAYMENT TERMS.**

4.1 Subscription Fees. Customer will pay OpenCities the annual subscription and other fees set forth in Schedule A (the “Fees”) during the Initial Term and the applicable Fees for each Renewal Term, which Fees are based on the resident population of Customer Except as otherwise expressly provided in this Agreement, all Fees are non-cancelable and non-refundable. The Fees for the first year of the Initial Term are payable within 30 days of execution of this Agreement, and the Fees for each successive year during the Initial Term and each Renewal Term shall be payable net 30 days from the date of OpenCities’ invoice.

4.2 Fee Adjustments. Upon expiration of the Initial Term, Fees may be adjusted for each Renewal Term to take into account any increases in the Consumer Price Index for all Items as published by the US Bureau of Labor Statistics and any adjustments in the resident population of Customer’s region. No later than ninety (90) days prior to the commencement of any Renewal Term, Customer agrees to provide OpenCities, upon OpenCities’ request, with the then current resident population within Customer’s region, and OpenCities shall revise the Fees for the ensuing Renewal Term if the population of the region has increased or decreased such that it falls within a different population band. Customer’s initial population band is set out in Schedule A. OpenCities shall notify Customer of any Fees adjustments made pursuant to this Section 4.2 at least seventy (70) days prior to the commencement of the applicable Renewal Term.

4.3 Excess Usage. If Customer uses any bandwidth or storage space in excess of the ‘allocated bandwidth and storage space’ set forth in Schedule A, OpenCities may, in its sole discretion, require that Customer pay additional traffic and server storage charges calculated in accordance with Schedule A. Customer’s and its users’ use of the SaaS and access to it is Customer’s responsibility. Customer is responsible for any unauthorised access to the SaaS resulting in bandwidth and/or storage usage exceeding the allocated limits and any charges resulting as a consequence.

4.4 Overdue Charges. If any invoiced amount is not received by OpenCities by the due date, then without limiting OpenCities’ rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) OpenCities may condition future subscription renewals on payment terms shorter than those specified herein. Customer will be liable for all costs of collection of any undisputed, overdue amounts including, without limitation, all court costs, legal fees and other costs incurred by OpenCities.

4.5 Taxes. The Fees charged by OpenCities do not include any taxes, levies, duties or similar governmental assessments of any nature, including, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated Customer’s purchase of the SaaS. If OpenCities has the legal obligation to pay or collect any Taxes for which Customer is responsible under this Section 4(e), then Customer agrees that OpenCities will invoice Customer that amount unless Customer provides OpenCities with a valid tax exemption certificate authorized by the appropriate taxing

authority. For clarity, OpenCities is responsible for taxes assessable against it based on its income, property and employees.

4.6 Future Functionality. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by OpenCities regarding future functionality or features.

## **5. CUSTOMER DATA & SECURITY.**

5.1. Customer Rights to Data. Customer retains all right, title and interest (including any Intellectual Property Rights) in and to all data and content supplied by or on behalf of Customer in connection with the SaaS and Customer's Website, including data uploaded by users thereof (collectively, the "Customer Data"). Customer hereby grants OpenCities a limited, non-exclusive, royalty-free, non-transferable license to host, reproduce, transmit, cache, store, exhibit, publish, display, distribute, perform, and otherwise use the Customer Data solely as necessary to provide the SaaS for Customer.

5.2. Responsibility for Customer Data. Customer is solely responsible for Customer Data, including the accuracy, quality, appropriateness and legality of all Customer Data and the means by which the Customer Data is acquired, and OpenCities shall have no responsibility or liability therefor. Customer represents and warrants to OpenCities that:

- (a) Customer owns or has the right to use Customer Data, and has the rights necessary to grant OpenCities the licence set forth in Section 5.1.
- (b) All Customer Data will be "server ready" and otherwise remain fully compatible with OpenCities' SaaS (including all software and operating systems); and
- (c) Customer has obtained all necessary rights, releases and consents to allow the Customer Data to be collected, used and disclosed in the manner contemplated by this Agreement and to grant OpenCities the rights herein.

5.3. OpenCities' Use of Customer Data. Unless it receives Customer's prior written consent, OpenCities: (a) will not access, process, or otherwise use Customer Data other than as necessary to facilitate the SaaS; and (b) will not intentionally grant any third party access to Customer Data, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, OpenCities may disclose Customer Data, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, and usage history, as required by applicable law or by proper legal or governmental authority. OpenCities will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

5.4. Protection of Customer Data. OpenCities will use commercially reasonable, industry standard administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Customer Data, including implementation of measures designed to prevent unauthorized access, use, modification, disclosure and loss of the Customer Data. OpenCities will archive Customer Data on a regular basis during the Term by performing 6 daily and 8 weekly backups for the purposes of disaster recovery. In the event of equipment failure or data corruption, OpenCities will restore from the most recent uncorrupted archive. In the event of corruption of all of OpenCities archives, or in the event that an old archive is used to restore data, Customer will have the responsibility of uploading new Customer Data to Customer's Website.

OpenCities will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Customer Data recovered from OpenCities backups.

5.5. No Obligation to Monitor; Right to Remove. OpenCities may, but has no obligation to, monitor, review or edit Customer Data. In all cases, OpenCities reserves the right to remove, delete or disable access to any Customer Data that OpenCities determines, in the exercise of its sole discretion, violates this Agreement (including the Acceptable Use Policy) or is illegal, damaging, problematic, objectionable or otherwise inappropriate. OpenCities may take such action without prior notification of Customer.

5.6. Privacy Policy. The Privacy Policy applies only to the SaaS and does not apply to any third party website or service linked to the SaaS or recommended or referred to through the SaaS or by OpenCities staff.

5.7. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS, Customer assumes such risks. OpenCities offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

5.8. Aggregate & Anonymized Data. Notwithstanding the provisions above of this Article 5, OpenCities may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. (“Aggregate Data” refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its users.)

## **6. CUSTOMER’S OBLIGATIONS & RESTRICTIONS.**

6.1 Acceptable Use. Customer will comply with OpenCities’ AUP as in effect from time to time. Customer will not: (a) sell, resell, license, sublicense, distribute, make available, rent or lease the SaaS or use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit or access the SaaS, except users accessing Customer’s Website as specifically authorized by this Agreement; (b) use the SaaS to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) use the SaaS to store or transmit Malicious Code; (d) share non-public SaaS features or content with any third party; (e) frame or mirror any part of the SaaS other than framing on Customer’s own intranets or otherwise for Customer’s internal business purposes; (f) reverse engineer any portion of the SaaS, or (g) access the SaaS in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the SaaS, or to copy any ideas, parts, features, functions or graphics of the SaaS. In the event that it suspects any breach of the requirements of this Section 6.1, including without limitation by Customer’s users, OpenCities may suspend Customer’s access to the SaaS without advance notice, in addition to such other remedies as OpenCities may have. Neither this Agreement nor the AUP requires that OpenCities take any action against Customer or any user or other third party for violating the AUP, this Section 6.1, or this Agreement, but OpenCities is free to take any such action it sees fit. Any breach of the AUP or any of the provisions of this Article 6 will entitle OpenCities to elect to terminate this Agreement immediately upon written notice to Customer.

6.2 Unauthorized Access; Security. Customer will take reasonable steps to prevent unauthorized access to the SaaS and the network, including without limitation by protecting its passwords and other log-in information. Customer will notify OpenCities immediately of any known or suspected unauthorized access to or use of the SaaS or breach of its security and will use best efforts to stop said breach. Customer shall not:

- (a) interfere with or disrupt the integrity or performance of the SaaS or attempt to gain unauthorized access to the SaaS, or OpenCities' or its suppliers' related systems and networks;
- (b) commit, cause or allow any breach (or do anything which might put us in breach) of any applicable law, regulation, government direction or industry standard or code;
- (c) attempt to or actually access the SaaS by any means other than through the portals or interfaces provided by OpenCities;
- (d) attempt to or actually override any security component included in or underlying the SaaS; or
- (e) attempt or engage in any action that directly or indirectly interferes with the proper working of or place an unreasonable load on OpenCities' infrastructure.

6.3 Compliance with Laws. In its use of the SaaS, Customer will comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

6.4 Responsibility for Users; SaaS Access. Customer is responsible and liable for: (a) its own and its users use of the SaaS, including without limitation for any unauthorized user conduct and any user conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the SaaS through Customer's account, whether authorized or unauthorized. Customer agrees to indemnify OpenCities against any loss or damage (except where and to the extent that such loss or damage is consequential in nature) that OpenCities suffers as a result of any unauthorized access to OpenCities' SaaS or network or those of OpenCities' suppliers.

6.5 Required Third Party Services.

- (a) Customer will establish and maintain, at its own expense, all telecommunications equipment and access lines necessary to gain access to the SaaS.
- (b) In order for OpenCities to provide some of the services under this Agreement, Customer may at times, be required to give OpenCities access to or provide login information and password information for accounts or services Customer may have with third party providers. When Customer provides OpenCities with this information or provides OpenCities with access to these third party accounts, Customer warrants that it has all the necessary contractual and legal rights to give OpenCities such access, login information and passwords.

- (c) Customer acknowledges that OpenCities will not have any responsibility or liability with regard to any third party services used by the Customer on or through the OpenCities formed web content, such as payment and e-commerce services, and any use of such third party services will be at Customer's own risk. Customer further acknowledges that the technical ability to link to such services (such as the possibility of a 'PayPal' button), is provided only as part of the SaaS but will not be deemed to create any liability or responsibility on behalf of OpenCities.
- (d) Where any third party SaaS integration is found to cause performance, stability or security issues, OpenCities reserves the right to disable or remove that third party SaaS in order to restore our SaaS to acceptable levels.

6.6 Customer Representative. Customer will appoint a designated representative who will be authorized to act as the primary point of contact for Customer in dealing with OpenCities with respect to each party's obligations under this Agreement and on a timely basis.

## **7 OPENCITIES IP & FEEDBACK.**

7.1 IP Rights in the SaaS. OpenCities retains all right, title, and interest in and to the SaaS, including without limitation all software used to provide the SaaS and all graphics, user interfaces, logos, and trademarks reproduced through the SaaS. This Agreement does not grant Customer any intellectual property license or rights in or to the SaaS or any of its components or any Documentation. Customer recognizes that the SaaS and its components and the Documentation are protected by copyright and other laws.

7.2 Feedback. OpenCities has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer or other users provide to OpenCities, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict OpenCities's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the user in question. Customer hereby grants OpenCities a perpetual, irrevocable right and license to exploit Feedback in any and every way. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of OpenCities's products or services.)

## **8 CONFIDENTIAL INFORMATION.**

8.1 "Confidential Information" refers to the following items: (a) any document either party marks "Confidential"; (b) any information either party orally designates as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within ten (10) Business Days; (c) any OpenCities software and all Documentation and other information in the OpenCities Help Center, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information the receiving party should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the receiving party's possession at the time of disclosure; (ii) is independently developed by the receiving party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the

receiving party's improper action or inaction; or (iv) is approved for release in writing by the disclosing party.

8.2 Nondisclosure. Neither OpenCities nor Customer will use Confidential Information for any purpose other than in performance of this Agreement (the "Purpose"). Each of OpenCities and Customer agrees that it: (a) will not disclose Confidential Information to any of its employees or contractors unless such persons need access in order to facilitate the Purpose and, in the case of a contractor, such contractor executes a nondisclosure agreement with the appropriate party with terms no less restrictive than those of this Article 8; and (b) will not disclose Confidential Information to any other third party without the disclosing party's prior written consent. Without limiting the generality of the foregoing, each party will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Each party agrees that it will promptly notify the other party of any misuse or misappropriation of the other party's Confidential Information that comes to its attention. Notwithstanding the foregoing, each party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority, provided such party gives the other party prompt notice of any such legal or governmental demand and reasonably cooperates with the other party in any effort to seek a protective order or otherwise to contest such required disclosure, at the other party's expense.

8.3 Injunction. The parties agree that breach of this Article 8 would cause the disclosing party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, and that the disclosing party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.4 Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.1 above will terminate five (5) years after the date of disclosure; provided that such obligations related to Confidential Information of a party constituting trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, each party will return all copies of the other party's Confidential Information to the other party or certify, in writing, the destruction thereof.

8.5 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Each party will retain all right, title, and interest in and to all of its Confidential Information.

8.6 Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b) (the "DTSA"), each party is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

- (a) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.



- (b) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

## 9 **REPRESENTATIONS & WARRANTIES.**

9.1 **Mutual Representations and Warranties.** Each party represents and warrants to the other party that it has full power and authority to execute and deliver this Agreement, the execution, delivery and performance of this Agreement by such party has been duly authorized, and this Agreement, when executed and delivered, will constitute the binding obligation of such party, enforceable against such party in accordance with its terms and will not conflict with any other agreement or instrument to which it is a party or by which it is bound.

9.2 **Customer Representations and Warranties.** Customer represents and warrants to OpenCities that:

- (a) the Customer Data and its use will not violate, misappropriate or infringe any Intellectual Property Rights or any other personal, privacy or moral right arising under the laws of any jurisdiction, nor will same constitute a libel or defamation of any person or entity;
- (b) the Customer Data will not contain any harmful components, including, but not limited to, viruses, trap doors, hidden sequences, hot keys, or time bombs; and
- (c) Customer will comply with all applicable laws, rules and regulations (including, but not limited to, export control, decency, privacy and intellectual property laws).

9.3 **Exclusions.** OpenCities has no responsibility for any products or services not provided by OpenCities, its agents and subcontractors.

9.3 **Warranty Disclaimers.** Except to the extent set forth in the SLA and in Section 9.1 above, THE SAAS IS BEING PROVIDED “AS IS” AND AS AVAILABLE, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NONINFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND OPENCITIES DISCLAIMS SUCH WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) OPENCITIES DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR OR IN A TIMELY FASHION; AND (b) OPENCITIES DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. OPENCITIES

DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

## 10 INDEMNIFICATION.

10.1 Indemnification of Customer. Subject to the other provisions of this Section 10.1, OpenCities will defend Customer and Customer's Associates (as defined below in Section 10.3) against any third party claim, suit, or proceeding alleging that the SaaS or the permitted use thereof infringes any U.S. trademark, patent, copyright, or trade secret right of a third party (an (collectively, "Customer Indemnified Claims") and will indemnify Customer and Customer's Associates from any damages, attorney's fees and costs finally awarded against Customer and Customer's Associates as a result of, of for amounts paid by Customer and Customer's Associates in a settlement approved by OpenCities in writing of, a Customer Indemnified Claim.

- (a) If in OpenCities reasonable judgment any Customer Indemnified Claim, or threat of any such Claim, materially interferes with Customer's use of the SaaS, OpenCities will, after consultation with Customer, at OpenCities' option and in its sole discretion, either (i) substitute functionally equivalent non-infringing SaaS or SaaS Documentation; (ii) modify the SaaS to make it non-infringing, (iii) obtain for the Council at OpenCities expense the right to continue using the infringing SaaS; or, (iv) if OpenCities' determines that it cannot achieve any of the foregoing on a reasonable commercial basis, it may, by written notice, require Customer to cease using the SaaS, in which case OpenCities shall refund Customer a pro-rata portion of the Fees (as set out in Schedule A) for the SaaS for such period of time for which Customer was unable to use the SaaS.
- (b) OpenCities' obligations set forth in this Section 10.1 do not apply to the extent that an Indemnified Claim arises out of: (a) Customer's breach of this Agreement; (b) revisions or modifications to the SaaS or any components thereof made by a party other than OpenCities if such infringement would not have occurred but for such revisions or modifications; (c) Customer's failure to incorporate or use any Version Updates, or any other updates or upgrades that would have avoided the alleged infringement, provided OpenCities offered such other updates or upgrades were provided to Customer without charge; (d) inclusion of the Customer Data; (e) the use of the SaaS other than for its intended purposes or contrary to OpenCities' Specifications; or (f) combination, operation or use of the SaaS with equipment, programs, hardware or software not provided by OpenCities if in OpenCities reasonable judgment such infringement is caused thereby.
- (c) The provisions of this Section 10.1 state OpenCities entire liability and Customer's sole and exclusive remedy in the event of any Customer Indemnified Infringement Claims.

10.2 Indemnification of OpenCities. Customer will indemnify and defend OpenCities and OpenCities' Associates (as defined below in Section 10.3) against any and all claims, liabilities, losses, damages, costs and expenses (including attorney's fees and costs) (a) arising out of or related to Customer's or its users' alleged or actual use or misuse of, or failure to use the SaaS, including without limitation: (b) claims by Customer's users or by Customer's employees or

agents; (c) claims related to unauthorized disclosure or exposure of personally identifiable information or other private Confidential Information, including Customer Data; (d) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by any Customer Data; and (e) claims that use of the SaaS harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising (collectively, “OpenCities Indemnified Claims”).

10.3 Litigation & Additional Terms. The obligations of the indemnifying party (“Indemnitor”) pursuant to Section 10.1 or 0 above will be excused to the extent that the indemnified parties (the “Indemnified Parties”) or any Indemnified Party’s Associates fails to provide prompt written notice to the Indemnitor of the applicable Indemnified Claim or to reasonably cooperate with the Indemnitor if such failure or lack of cooperation materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided that the Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party’s “Associates” are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

## 11 LIMITATION OF LIABILITY.

11.1 LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF OPENCITIES’ AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE ACTUAL FEES RECEIVED BY OPENCITIES UNDER THIS AGREEMENT.

11.2 Exclusion of Consequential Damages. IN NO EVENT WILL OPENCITIES OR ITS AFFILIATES BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF REVENUES OR GOODWILL, BUSINESS INTERRUPTION, LOSS OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.3 Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 11 APPLY (a) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE, (b) EVEN IF OPENCITIES IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (c) EVEN IF CUSTOMER’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE LIABILITIES LIMITED BY THIS ARTICLE 11 SHALL NOT INCLUDE LIABILITY (i) UNDER THE INDEMNITY PROVIDED IN SECTION 10.1, (ii) FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, (iii) FOR DAMAGE TO TANGIBLE PERSONAL PROPERTY, OR (iv) FOR FRAUD OR WILLFUL MISCONDUCT. If applicable law limits the application of the provisions of this Article 11, OpenCities’ liability will be limited to the maximum extent permissible. For the avoidance of doubt, OpenCities’ liability limits and other rights set forth in this Article 11 apply likewise to OpenCities’ affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

## 12 TERM & TERMINATION.

12.1 Term. The initial term of this Agreement (the “Initial Term”) will commence on the Effective Date and continue for the period set forth in Schedule A. Thereafter, the Agreement will automatically renew for successive one-year periods (each such period, a “Renewal Term”), unless either party notifies the other party in writing of its decision not to renew the Agreement at least 60 or more days before the applicable renewal date. The Initial Term and all Renewal Terms are herein referred to as the “Term”.

12.2 Termination for Cause. Either party may terminate this Agreement for the other’s material breach by written notice, effective in 30 days unless the other party first cures such breach, or immediately upon written notice if the other party becomes subject to any insolvency, bankruptcy or similar proceeding, whether voluntary or involuntary. Without limiting OpenCities’ other rights and remedies, OpenCities may suspend or terminate any user’s access to the SaaS at any time, without advanced notice, if OpenCities reasonably concludes such user has conducted itself in a way that is not consistent with the requirements of the AUP or the other requirements of this Agreement or in a way that subjects OpenCities to potential liability.

12.3 Effects of Termination. Upon termination of this Agreement, Customer will cease all use of the SaaS and delete, destroy, or return all copies of the Documentation in its possession or control, and Customer will have the right to access the SaaS for 30 days following termination of this Agreement to download Customer Data. If requested by Customer in writing, at the Customer’s expense on a time-and-materials basis, OpenCities will provide Customer an export of the Customer Data in an industry standard format. Upon the expiration of this thirty-day period following termination of this Agreement, all Customer Data in the SaaS will no longer be available on OpenCities SaaS, as OpenCities will delete all such Customer Data (including all data supplied by third parties) from its SaaS, and will destroy all such Data, unless otherwise agreed by the parties in writing.

12.4 The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay Fees incurred before termination; (b) Sections 2.4 and 6.4, and Articles 7, 8, 9, 10, 11 and 12; and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

### 13 MISCELLANEOUS.

13.1 Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, nor may either make commitments on the other’s behalf. The parties agree that no OpenCities employee or contractor is or will be considered an employee of Customer.

13.2 Notices. OpenCities may send notices pursuant to this Agreement to Customer’s email address provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to the person identified in Schedule A at the email address provided for such person, and such notices will be deemed received 72 hours after they are sent.

13.3 Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of

civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

13.4 Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without OpenCities' express written consent. Except to the extent forbidden in this Section 13.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.5 Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.7 Choice of Law. This Agreement will be governed solely by the internal laws of the State of California, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of San Francisco, California. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

13.8 Dispute Resolution. If at any time a dispute arises out of or in connection with this Agreement, the parties will have their respective designated representatives meet in good faith with a view to resolving the dispute within a period of 15 Business Days from the issue of a written notice of dispute by one party to the other party. Should the parties not be able to resolve the dispute within the 15 Business Days, then both parties will refer the matter to their own appropriate level of senior executive management respectively for resolution. If the relevant senior executive management are unable to resolve the dispute within a further 10 Business Days, then the parties agree that the dispute must then be referred to mediation. The parties will agree on a suitable person to act as mediator having industry knowledge and expertise to facilitate resolution. Failing agreement on such appointment, either party may apply to JAMS to appoint a mediator. The dispute for mediation must be heard within 20 Business Days of a mediator being appointed. Nothing in this clause is intended to preclude a party from seeking equitable or injunctive relief. Neither party shall have the right to initiate litigation until 30 Business Days after the second mediation conference held by the parties, unless the other party has materially breached its obligation to mediate.

13.9 Conflicts. In the event of any conflict among the attachments to this Agreement, the documents incorporated herein by reference and the main body of this Agreement, the following order of precedence will govern, with lower numbers governing over higher ones: (1) any OpenCities policy posted online, including without limitation the AUP or Privacy Policy, (2) the main body of this Agreement; and (3) any other attachment or document.

13.10 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.11 Technology Export. Customer will not: (a) permit any third party to access or use the SaaS in violation of any U.S. law or regulation; or (b) export any software provided by OpenCities or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the SaaS in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

13.12 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

13.14 Amendment. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 13.14, OpenCities may revise the Privacy Policy, AUP and SLA at any time in accordance with this Agreement by providing written notice to Customer or such revisions and posting a new version of the applicable document on its website and/or providing a copy of the applicable document to Customer, and such new version will become effective on the later of (i) the date it is posted or provided or 45 days from the date notice is given to Customer.

*[Signature Page Follows]*

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
**CITY OF GAINESVILLE**

\_\_\_\_\_  
**OPENCITIES INC.**

By: 

By:   
Cynthia Francis (Mar 8, 2021 11:36 PST)

Print Name: Lee R. Feldman

Print Name: Cynthia Francis

Title: City Manager

Title: COO

Date: Mar 11, 2021

Date: Mar 8, 2021

Approved as to Form & Legality

David C. Schwartz  
David C. Schwartz (Mar 10, 2021 11:00 EST)

Asst City Attorney

**Schedule A**

**Agreed Pricing:  
Annual Subscription Fee**

Delivered as a managed cloud solution, the annual subscription fee includes:

- Enterprise grade Hosting, Security, Bandwidth (to limit) and Storage using Microsoft Azure Gov Data Center with 99.9% Services Level Agreement (SLA); DDOS mitigation
- Maintenance, upgrades and new functionality (continuous releases)
- Accessibility commitment to global standard (WCAG 2.1 AA)
- Unlimited 24/7 telephone helpdesk for Priority level 1 severity issues
- Unlimited online helpdesk for all other support and issues per SLA
- Twice annual “check-up” with OpenCities customer success team to explore site improvements focused on enhancing your sites usability
- Access to Theme Builder to continually evolve your site design at no additional cost

<b>OpenCities Annual Subscription with OpenForms Enterprise + Workflow (50 users / 100 forms</b>	<b>\$31,860*</b>
	*Price reflects discount for 5-year contract term

**One-time setup fees –**

One-time OpenCities setup fees are based on the level of assistance your City needs for its digital transformation. OpenCities includes in this cost the following services performed by our team:

- Virtual meetings for project initiation and workshopping
- Production of visual design for new City website
- Comprehensive site administrator and content publisher training (refer to training schedule)
- Delivery of project subject to the Scope included in this proposal
- Consultation and coaching on governance, content creation and content migration

NOTE: No travel included. Project delivered virtually and via remote platforms due to Covid-19.

<b>OpenCities Services Package:</b> Configuration, project management, and support on best practices during project set up + launch	<b>\$15,000</b>
<b>Training (Virtual due to Covid-19):</b> Up to 20 hours of training total for up to 50 people. Delivered as two training programs with up to 25 staff per program/class.	<b>\$3,750</b>
<b>Enhanced Design for City website</b> This informs the creation of three homepage design options/wireframes, with five rounds of revisions on the selected homepage design	<b>\$11,000</b>



and inclusion of secondary page design consistent with the finished homepage design.	
<b>Page audit and navigation recommendations</b> The OpenCities team will apply a best-practices approach to the navigation and page content for your new site once you have completed the AIM (archive, improve, migrate) process.	\$6,500
<b>Content Migration</b> – price based on maximum of 700 pages* migrated + 10,000 documents/images migrated (using the completed AIM file, navigation recommendations, and recommended content types). Price not to exceed \$23,500 based on the above assumptions. Priced at \$5 per page for content migration and \$2 per document/images. *See content migration section for what is and is not in scope	Billed as incurred, not to exceed \$23,500 unless amended by City and OpenCities
<b>TOTAL ONE TIME FEES</b>	<b>Total \$59,750</b>
<b>Optional: Forms creation / workflow creation (includes form creation, journey mapping, and business process flow analysis to create user form and workflow process)</b>	<b>\$200 per hour, billed as incurred</b>

## Total Investment

Based on OpenCities Annual Subscription with OpenForms Enterprise + Workflow (50 users / 100 Forms) and required implementation services priced above. Does not include hourly support for forms creation or optional services or products listed below.

<b>Year 1: Includes SaaS + One Time Set Up Fee</b>	\$91,610
<b>Annual Fees: Year 2-5</b>	\$31,860

## Payment Schedule

**Billed at signing:** License fees of \$31,860  
**Milestone Payment #1,** Billed at completion of Phase 2: \$32,500 (Services, Design, Page Audit)  
**Milestone Payment #2,** Billed at completion of Phase 3: \$27,250\* (Training, Content Migration\*)  
 \*(variable based on number of pages ultimately determined and also creation support required)

The Following are not included in the initial scope or agreed pricing.

## Optional Services

Writing for the Web Workshop	\$1,500 per session
Digital Services Academy	\$12,500 per session

## Optional Additional Products

OpenCities Intranet for Staff Communications, Policies, Procedures and Self-Service	Price varies based on staff / department-based pricing
OpenCities Local Directory for Businesses and Community Groups	\$2,500 per year
OpenCities Consultations / Community Engagement Module	\$3,000 per year
OpenCities Subsites	\$1,450 per year per site
Subsite Design Services	To be scoped

# Hosting Services & Service Level Agreement Included in Proposal:

## Website Hosting

Hosting provided by	Microsoft Azure Gov
Allocated monthly bandwidth	200GB
Allocated server storage	40GB
Additional traffic charges	\$.20 per GB
Additional server storage charges	\$1.00 per GB

## Term of agreement

Initial term of agreement	5 years
Subscription start date	Effective Date

## Service Level Agreement

Subject to the terms and conditions of the Agreement, OpenCities provides a guarantee of 99.9% uptime availability, calculated monthly. In a typical 30 day/730 hour month, this equates to no more than 1 hour of downtime per month (not inclusive of Scheduled and emergency Maintenance).

For confirmed downtime during any month during the Term, Open Cities will credit Customer 1% of Customer's pro-rata monthly Base Subscription Fee for every hour of Customer's public facing website downtime over and above the 99.9% uptime guarantee, up to a maximum of 100% of the pro rata monthly Base Subscription Fee for that month.

Issue Severity Level and Measure/Guide	Resolution Process and Contact Information	Resolution Target
Priority 1 – Downtime (Your public facing website or critical intranet is experiencing Downtime)	<ul style="list-style-type: none"> <li>• Reportable 24 x 7 via Telephone – (877-466-7756 – Extension 3)</li> <li>• Acknowledgement and assignment of the problem for resolution within an hour.</li> </ul>	Within 4 hours.

<p>Priority 2 – Urgent (Important publishing functionality fails to work as intended, and there is no work-around available - you cannot publish content to the site).</p>	<ul style="list-style-type: none"> <li>• Reportable 24 x 7 via Online helpdesk, or</li> <li>• Telephone during business hours (7x6 PT). (877-466-7756 – Extension 2)</li> <li>• Acknowledgement and assignment of the problem for resolution within one business day.</li> </ul>	<p>Provide a workaround to the problem or release a Version Update to fix the problem by close of next business day.</p>
<p>Priority 3 – High (Important publishing functionality fails to work as intended, but workarounds are available)</p>	<ul style="list-style-type: none"> <li>• Reportable 24 x 7 via online helpdesk.</li> <li>• Acknowledgement and assignment of the problem for resolution within one business day.</li> </ul>	<p>Scheduled or next Version Update.</p>
<p>Priority 4 – Normal (Functionality is not working as intended)</p>	<ul style="list-style-type: none"> <li>• Reportable 24 x 7 via online helpdesk.</li> <li>• Acknowledgement and assignment of the problem for resolution within 3 business days</li> </ul>	<p>Within specified Version Update.</p>

**Notices to OpenCities:**

Address: 1314 22<sup>nd</sup> Avenue, #697, San Francisco, CA 94122

Attention: Cynthia Francis, COO

Email: [cynthia@opencities.com](mailto:cynthia@opencities.com)

**Notices to Customer:**

Address: 200 East university avenue, Gainesville FL 32601

Attention: Shelby Taylor, Director of Communication Office

Email: [TaylorSN@cityofgainesville.org](mailto:TaylorSN@cityofgainesville.org)

## Schedule B

### What Role the City will play

At OpenCities, our best-practice driven approach is focused on creating success for you as a partner. One of the key things that we know creates success is having the right team and people from the City engaged.

A typical project for OpenCities starts by identifying City staff to guide the overall goals and impacts of the project. Those primarily consist of the following:

**Project Owner** – The most successful projects have a single project owner. This individual is commonly someone with significant understanding of the City’s current website, familiarity working with CMS systems, and the ability to consult with departments on an ongoing basis around UX, best practices, etc.

**Core Team** -- This team of three to five key personnel from the City make all strategic decisions about the project and will be trained as Site Administrators. As Site Administrators, these select members will have the ability to do any and everything within the OpenCities platform (adding users, creating workflows, making design changes, etc.). A successful Core team should represent a variety of departments and be able to commit 10+ hours per week on the project from kick-off to launch.

**Steering Committee** – This group of five to 10 additional people join the Core Team may not be to provide feedback and opinions. Often, they’re department heads, champions of the web team, or subject matter experts. In most cases, we recommend one person per department.

**Stakeholders** – This group of City leaders who need to be updated at a high level about the project. They are not actively engaged in the project, but are kept informed. Typically this group receives monthly updates about the status of the project.

**Content Publishers** -- This is the largest group of City personnel. These are all users who have the ability to create, edit and manage content (either for their department, or for specific content types – i.e. events, agenda/minutes, etc.). This group is trained by OpenCities on how to use the platform to create and publish content and should typically be able to dedicate 4-8 hours per week to the project during Phase 3 and 4. This group may also branch out to include content approvers / people who participate in content workflows. This is the largest group of staff.

### Project Management Assumptions

- (a) OpenCities provides Asana for use by all parties while managing this Project. Asana is used as the collaboration for collecting risks, actions, issues, decisions and other project management notations.
- (b) OpenCities provides orientation of Asana to the City team as part of the Kick-off meeting. There is no cost to OpenCities clients to utilize this project area in Asana for the life of the project.
- (c) The data in Asana is considered shared data and the City can export the information stored in Asana used to implement this Project on an as-needed basis and project close.

- (d) OpenCities has capacity to assign resources and allocate to this Work Order sufficiently to keep the project on schedule.
- (e) Communication between OpenCities team and the City team is in person; by phone; or electronic methods of E-Mail, chat and online web conferencing.
- (f) For OpenCities facilitated meetings, OpenCities is responsible for the meeting notes and resolution of action items.
- (g) The City will respond to requests for information, data, and clarifications and make project related decisions within five working days or as defined in the Project Timeline to prevent delays that may impact the project scheduled targets.

#### Organizational Change Management (OCM) Assumptions

- (h) The Client is undertaking minimal Organizational Change during this project, with some coaching from OpenCities team.
- (i) OpenCities supports the City with guidance, best practices, and case studies from other government agencies (including lessons learned), but has no responsibility for implementing OCM as part of this contract.
- (j) The City takes the lead role in the City's awareness, knowledge, and readiness for the new Website and OpenCities takes the lead role in the training for the new Website.

#### Project Schedule Assumptions

The project start date shall occur as soon as possible after the contract signing.

- (a) OpenCities has a template for a typical implementation of a Website in Asana as a starting point for planning and scheduling the activities.
- (b) The City shall maintain primary responsibility for the scheduling of the City employees, including the City's resident focus groups in support of project activities. City PM will coordinate times with the OpenCities PM.

#### Project Facilities and Equipment Assumptions

- (a) It is assumed there will be no onsite work during the duration of the project. Work will be conducted remotely.

#### Technology and Infrastructure Assumptions

- (a) The online conference call tool may be Zoom or Microsoft Teams, or other online tools agreed upon.
- (b) OpenCities' work does not require any access to the City's network.

#### Testing and Review Assumptions

- (a) The WCMS is a fully functional Website service and requires no testing of the Website out-of-box functionality and OpenCities is responsible for performance and stress testing.
- (b) The IFrame use for Third-Party Providers require testing and the City is responsible for the Third-Party Application testing where OpenCities is responsible for the IFrame capability.
- (c) The City reviews all content before launch.

### Training Assumptions

- (a) Informal knowledge transfer shall be conducted throughout the project lifecycle. Formal knowledge transfer shall occur as outlined in each Sprint and/or Phase.
- (b) Content Publisher Training. This session focuses on how to use the Website to publish information, places and communications. It includes learning various modules including news and events, minutes and agendas, parks and facilities, job notifications, general and landing pages, directories, and media and file libraries.
- (c) Site Administrator Training. Delivered to the City Website managers, this session focuses on creating and managing users, as well as user roles, workflows, permissions and website settings. In addition, the site administrator training includes troubleshooting the Website and accessing OpenCities Help Center. Content publishing training is a pre-requisite for site manager training.
- (d) OpenCities Help Center. All staff publishing to the City's Website receive access to OpenCities Online Help Center. The Online Help Center offers detailed learning materials and documentation and is available 24/7/365. Each article contains annotated images with step-by-step instructions showing how to use the functions in the Website and make the most of the functionality.
- (e) OpenForms Training (This is delivered in accordance with the previous procurement/ Training has been completed by OpenCities).

### Project Lifecycle Activity Details

This section describes the scoped activity including responsibilities with artifacts, outcomes, and deliverables, based on OpenCities Implementation Methodology. In the project lifecycle details there are 3 columns which indicate responsibilities for OpenCities and the City in their singular column. All three columns indicate the artifacts and outcomes. All three columns work together to indicate responsibilities and outcome. The responsibilities may be joint to produce the artifacts and outcome. The artifacts and outcome may have deliverables identified.

### Project Management

The City shall provide a project manager who will collaborate with OpenCities' project manager in conducting the project management activities. OpenCities shall take the lead role in using the implementation methodology and coordinating with the City's project manager. This activity is comprised of planning project tasks, producing core project management artifacts and controls, and developing product implementation plans using Asana as the primary collaboration tool.

OpenCities Responsibilities

The City Responsibilities

Artifacts & Outcomes

<p>Follow the project defined in this Schedule B.</p>	<p>Follow the project defined in this Schedule B.</p>	<ul style="list-style-type: none"> <li>• Clear communication</li> <li>• Ontime delivery of project</li> <li>• Project change control.</li> <li>• Deliverable acceptance.</li> </ul>
<p>2. Ensure logistics are in place. Establish team agreements, provide online workspace and collaboration. Provide agendas and needs are understood at a high-level.</p>	<p>Ensure logistics are in place. Set up meet and greet meetings with the steering committee and core team.</p>	<ul style="list-style-type: none"> <li>• Asana project space established, and City access granted.</li> <li>• Team agreements.</li> </ul>
<p>3. Speak with the project sponsor and others as mutually determined to gain high-level understanding of the engagement and the business value OpenCities delivers to support the City executives.</p>	<p>Coordinate the setup of the initial and ongoing meetings with the sponsors and executives.</p>	<ul style="list-style-type: none"> <li>• High-level understanding of what the sponsors and executives expect from the engagement and the key performance indicators.</li> <li>• Business value success factors to be incorporated in the implementation plan.</li> </ul>



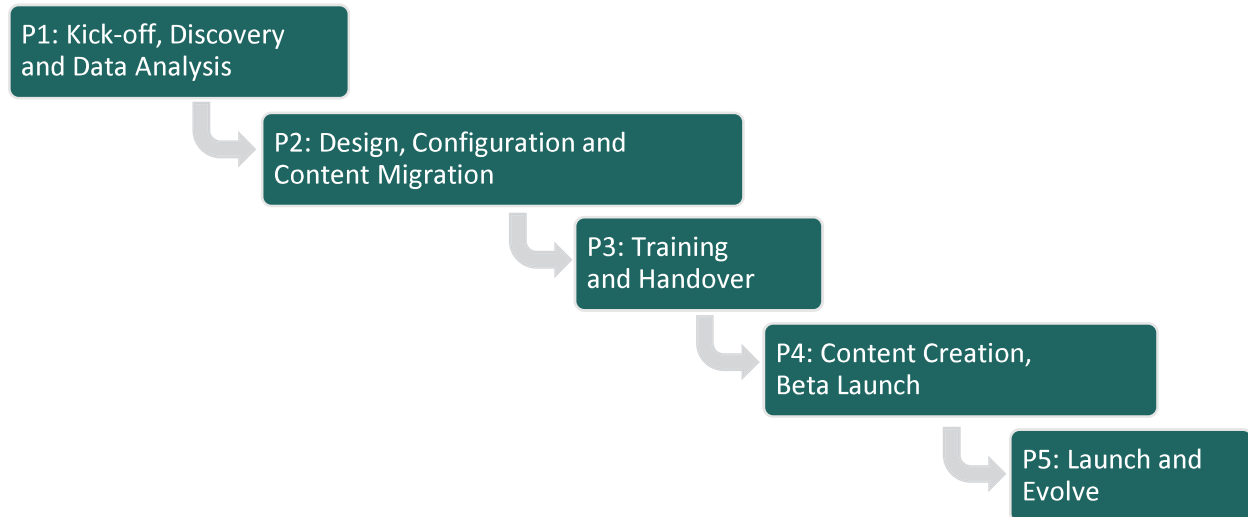
<p>4. Provide lead role and work with the City project manager to introduce Asana by reviewing the tool and OpenCities's template for the Project Timeline in Asana and update as needed. Ensure the activities have durations, resources/teams, dependencies, and sequencing.</p>	<p>Work with OpenCities' project manager on the Project Timeline and ensure activities the City needs are included.</p>	<p>Project Timeline (in Asana)</p>
<p>5. Schedule OpenCities teams necessary to support the project based on the Project Timeline.</p>	<p>Provide the relevant City teams for the project and facilitate their participation throughout the duration of the project.</p>	<ul style="list-style-type: none"> <li>• Updated Project Timeline</li> </ul>
<p>6. Provide lead role in kickoff planning with the City project manager.</p>	<p>Participate in pre-kickoff planning, identify the City key people and teams.</p>	<p>Project Team Kickoff</p>
<p>7. Work with the City project manager to evaluate the project progress.</p>	<p>Work with OpenCities project manager to manage the project progress.</p>	<p>Maintain accurate project plan.</p>

### Project Timeline

As a SaaS solution that doesn't need custom development, OpenCities can be delivered, ready for content setup within a matter of weeks. The primary variable for launch is based on the amount of time needed by the city or City for the visual design process, and the amount of staff resources available for the content entry and any migration process. The sample timeline below demonstrates a five-to-seven month project, however our agile and iterative methodology allows us to increase or decrease the project length to meet your launch goals; we've completed a project in as little as four months.



## Project Phases



## Your specific project

OpenCities is committed to partnering with the City of Gainesville to accomplish its goals. Based on your Request for Qualifications, we have customized our implementation to include the following recommended service packages. These packages are delivered throughout the project as noted in the phased implementation approach below.

### Page Audit and Navigation Recommendations

If you aren't sure which pages on your site you want to archive, improve, or migrate as is, or are unsure of the ideal navigation on the new site, OpenCities will not only review the template of each page, but the content as well. We'll note where we recommend improving content using our template functionality, as well as where we recommend combining content to improve the accessibility, usability, and usefulness. We'll look at data to provide a homepage navigation structure to ensure we're addressing users' needs and improve the overall user experience for your website visitors.

### Content Migration

This two-part package includes the Content Migration Strategy, which starts with an Archive, Improve and Migrate process led by your team – as not all content (including documents and

images) from your old site needs to carry over. Next OpenCities will help map the pages you selected to Improve or Migrate to the proper OpenCities template, note any inconsistencies or custom templates, understand how to translate certain elements of the content, and review all of this with the City of Gainesville team. After our review, you'll have a list of each OpenCities template that we'll use to migrate each page, which will set you up for success in making decisions on how and what new content to add to the new site in the future.

A couple of things to note:

- The documents and images on pages that are marked ARCHIVE will not be moved over
- If there are documents on a page that need moved over, the City is responsible for determining where those go and creating any new pages for those purposes

For this process to be effective, the City of Gainesville must:

- Provide OpenCities completed AIM spreadsheet with details of the current site (site crawl with URL and page visits).
- Identify an individual or a team with the ability to make decision on what content is and is not migrated.
- Promptly make decisions.
- Analyze the data (may also use data from Google Analytics, Site Improve, Monsido, etc.) to determine what pages are the most important to migrate and what can be archived. This step includes the development of retention criteria, and a page level assessment of each page action (Archive, Improve, Move/Migrate).

Since the City of Gainesville has communicated that not all of the 18,883 documents/images need to be moved into the new system, our recommendation is that OpenCities migrate only documents and images that are currently present on a page that is marked as migrate. Any orphaned documents or images, or assets on pages that are marked as do not migrate/archive, will be the responsibility of the City to identify, move, and add to a page.

The second part is the actual physical migration of content, done manually by our Content Migration team. Once we've jointly made the final decisions on the Content Migration Strategy, the OpenCities team can get to work on moving your content and documents and re-linking those on each page migrated by OpenCities. With an approved plan in place, we ensure consistency and efficiency during the process.

The City will be responsible for:

- Creating or approving the file structure for images and documents in the files library
- Specifying or creating searchable document names for any image / document after the assets have been moved into the OpenCities library
- Writing any alt text for images and documents after the assets have been moved into the OpenCities library

**What is / isn't content that is included in OpenCities led content migration**

Content in-scope / IS content	Content out-of-scope / ISN'T content
Content managed within your current CMS as web pages	Anything within an iFrame, or embedded HTML content
Documents/images linked to migrated pages (if contracted)	Dynamic content pulled from other systems
	Content not managed within CMS
	Javascript, CSS or other custom code (unless it's agreed upon as part of the site design and build)
	Interactive web forms and/or single page applications
	Written content within image/diagram
	Content migrated from a PDF file

## Phase 1: Kick-off, discovery and data analysis

**Kick off Meeting:** Meet the Team, confirm timelines for the project, schedule training sessions, walk-through process for site set up, design and content migration, and discuss hand-offs to 3rd party applications if applicable. Determination is made as to key site elements necessary for configuration. Discussion of CORE and STEERING Committees.

**Project Management Tool:** Introduction to Asana as our shared project management environment to track progress and maintain a visual point of truth as to the steps in the project.

**Design Values Workshop/Asset Collection:** Client works with OpenCities to secure assets such as logos and images along with any existing style guides.

**Create/Review Analytics Report:** Client provides access to existing Google Analytics and any data collection that has been ongoing, and the OpenCities team will assess analytics for the current site and incorporate findings for each service into a Digital Services Inventory.

**Governance Strategy:** The OpenCities project team will consult and advise the web management team through a process of creating a governance plan for website content. Outcomes will include assisting in the Client in formulating clearly assigned roles and expectations, an approved process for gathering, writing, approving and publishing new site content, and an understanding of best practices for web writing.

**Content Migration Strategy:** 400 pages

**Page Audit and Navigation Recommendations:** (RECOMMENDED)

## Phase 1 Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Coordinate Asana project plan, arrange for kick-off meeting, lead kick-off meeting.	Coordinate with appropriate City staff who will need to be on Core team, steering committee and participate in the Kick-off.	Kick off meeting (including PowerPoint presentation), clarity on Core and Steering committee, buy in by all stakeholders for process approach. Agreed upon timeline in Asana.
Provide AIM template to facilitate the Content Migration process.	Crawl current site and list every page that needs to be reviewed in the AIM process.	Complete list of current site's URLs in the AIM spreadsheet
Facilitate one Design Values Workshop with the City (up to 15 people) and provide guidance on the design creative. Assist the City in identifying the visual assets needed for the look/feel the City desires on the Website. Receive the City's visual assets.	Participate in the Design Values Workshop and discuss the City's desired look/feel for the Website. Provide the visual assets needed such as logos, photography, and existing visual style guides based on the outcomes and understandings from the creative briefing.	Design Values Overview <ul style="list-style-type: none"> <li>Participate in the workshop session for design.</li> <li>Assets for design provided to OC.</li> </ul>
Following the City's completion of the AIM spreadsheet, OpenCities will review and define OC page templates for content, opportunities to improve content using OC Best practices and templates and provide a recommended Homepage Navigation.	Provide AIM process in a timely fashion. Assist in scheduling and participation by the team in any review and approval of recommended Navigation and content layout. If requested, provide additional data to inform site navigation (i.e. - 311 data, walk-in traffic, etc.)	Recommendations for Homepage navigation and content improvement provided to City. Page audit identifying OC page template types for all pages indicated by City as improve or migrate using the previously completed AIM spreadsheet

## Phase 2: Design, Configuration and Content Migration

In this phase the OpenCities project team and the client will share assets and work to align and deliver a navigation, look and feel that reflects the spirit and goals of the city while leveraging the best practices for effective site layout and design.

**Configure General locality information.** This data importation will allow for structured content (such as events, places of interest, and projects) to render dynamically in geographic context on the site.

**Homepage and Theme Design Review:** The OpenCities project team will present up to three options for the site design and layout based on the assets and intentions shared in the Design meeting. Discussion of who should be included in the design review is up to the City. Inclusion of

citizen engagement should be discussed and agreed prior to finalization of the City contract with OpenCities.

**Design Finalization:** Once the designs are skinned onto a live OpenCities instance, content publishing/migration can immediately begin.

**Content Migration.** As outlined above, OpenCities will lead the content migration process. This will include migrating pages AS IS from the current site to the new OpenCities site, including the embedded or linked documents and images. Scope for how many pages, images and documents will be defined in Phase 1 at the completion of the AIM process.

**Phase 2 Responsibilities**

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Configure the Website platform based on the outcomes from the design phase, and using the existing site navigation, similar site settings, map localization, configuration of fields and tags, initial users and roles for making the Website ready for Content entries.	None	Platform configuration making the Website ready for Content entries.
Starting with the first iteration of the design, produce a visual outcome that provides a fresh upgrade from the existing site, uniquely reflecting the City and using the visual assets gathered by the City. This work is presented to the Core Team.	Core Team participates in the creative discussion and design review and decide on the homepage design direction.	Website design concept 1 chosen
Iterate the design concepts, finalize the changes.	Core Team reviews the final design with iterative changes, and provides feedback for revision if/as needed. If needed, the process is repeated one additional time to arrive at the final approved design.	Design Iteration 2-5 (if needed) Final Design Approved
Implementation of the final design concept	Review design once it's available on the site.	Website Design Implemented (applied to site)
Migration of page content and document/images as per the Content Migration Strategy and up to the limits agreed to in Schedule A. Content will be published and available for review by the City team.	Answer questions while the migration process is happening. Approve choices made in real time.	Content (pages, documents, images) is successfully migrated into the new site

### Phase 3: Training and Handover

In this phase, OpenCities provides training based on the types of outcomes that the city wants to achieve with OpenCities. All training sessions can be delivered via hands-on, train the trainer or classroom style format, either at the city offices or online, however given the current COVID-19 pandemic, OpenCities is prepared to provide training and consultation on-site or remotely, depending on the status of the situation at that time and the comfort level of the client. We will also provide guidance on the creation of a governance plan, best practices for migrating or creating content, and identifying key roles/responsibilities for success at this step.

OpenCities is designed to be intuitive enough for anyone in the city to effectively create and maintain beautiful and well-architected web pages. We make sure that there is comfort with the platform by providing a multi-step approach:

1. **Content Publisher Training** – Detailed below, this training introduces the product and sets the foundation for experimentation and mastery. Up to 25 people per session. Two sessions included.
2. **Site Administrator Training** – By training and supporting key staff members to have a deeper understanding of OpenCities product capabilities, we assure that SME's at the department level are well supported internally. Up to 15 people per session.
3. **OpenForms Publisher Training** – Staff responsible for creating and editing forms will be trained on the functions of how to build a beautiful, accessible and functionally rich form using our drag and drop editor. They'll learn to set up smart logic on fields, build notifications and confirmation messages, and apply pre-built themes. In a further session, participants will learn the more advanced functions of OpenForms as well as administration and user management. You'll learn how to create new themes, how to build complex, multi-step workflows, and where our API Library lives should you want to build off of our available connections. One session is included with up to 25 people per session.
4. **OpenCities Help Center**- 24 x 7 access to our online documentation and training portal means that everyone can reference "how to" guides and other training materials whenever they are needed.
5. **Integration Testing**  
Given the goals of leveraging the Rock Solid capabilities, OpenCities will provide up to 8 hours of assistance to City developers with troubleshooting and testing any Rock Solid embeds.

**Content Publisher Training.** The OpenCities team will be virtual to lead a hands-on, classroom style training on using the OpenCities CMS. This session is for individuals in the city who manage

content for their department, generally what we call “Structured” content. The class focuses on how to use OpenCities to create pages, publish information, manage pages and images or documents within the CMS, create forms using OpenForms. This includes learning various modules including news and events, minutes and agendas, parks and facilities, job notifications, general and landing pages, directories, media and file libraries.

Included in the training is an introduction to the online OpenCities Help Center, which houses full documentation with screen shots and reference materials, video training, updates on the most recently released features and how to use them.

**Site Administrator Training.** Typically delivered to 1 - 3 website managers, this 2-3 hour virtual session focuses on setting up, training and managing users, as well as using/creating roles, workflows, permissions and website settings. We also cover troubleshooting your site and accessing the online helpdesk.

**OpenCities Help Center.** The Client and all staff publishing to the website will receive access to the OpenCities Help Center and ticketing system, which offers detailed learning materials and documentation for every OpenCities module. Each article contains annotated images with step by step instructions showing how to use the functions in OpenCities, and many articles also offer strategic advice to help you make the most of the functionality.

**Phase 3 Responsibilities**

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Plan and lead Content Publisher training for up to 25 people. (two included, for a total of 50 people)	Organize participants, schedule training with OpenCities and participants, and participate fully in the Content Publisher training.	Training curriculum and session for Content Publishers.
Plan and lead Site Administrator training for up to 5 people.	Organize participants, schedule training with OpenCities and participants, and participate fully in the Site Administrator training.	Training curriculum and session for Site Administrators.
Plan and lead OpenForm Publisher training for up to number of users agreed to in Schedule A.	Organize participants, schedule training with OpenCities and participants, and participate fully in the OpenForm Publisher training.	Training curriculum and session for OpenForms Publishers.
Plan and lead OpenForms Admin training for up to number of users agreed to in Schedule A.	Organize participants, schedule training with OpenCities and participants, and participate fully in the OpenForms Admin training.	Training curriculum and session for OpenForms Administrators.
Troubleshooting / support for RockSolid embeds within the functionality of OpenCities. The	Clearly articulating the questions, issues or coaching	City successfully integrates/embeds Rock Solid functionality with OpenCities



OpenCities team is not developing any embeds / integrations, but helping ensure easy embed of any RockSolid capability within the City site	needed to effect the desired result with RockSolid.	
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## Phase 4: Content/service creation and curation, beta launch

Once your content has been migrated into the system and your team has been trained, it's time to prepare for a beta launch.

**Content Creation and/or Clean Up.** All pages that were marked IMPROVE by your team are now ready to be recreated in the new site by your staff. If pages were added to your old site after the content migration process was completed, it is the responsibility of your team to create that new page in the OpenCities System. Additionally, we highly recommend that your staff review and approve every single page that was migrated by the OpenCities team for styling and factual accuracy. We'll do our best based on strategy meetings and our experience in gov tech, but only you know your content like the back of your hand, and there are some things we just aren't capable of knowing about your business processes.

**Beta Release:** The decision to launch a Beta version of the site before sun-setting the current website provides an opportunity to gather feedback and continue to iterate the new site prior to the full launch. Beta launch may occur before all of the content is fully available on the site, and it will be important to clarify for the community that this is a work in progress in advance of the full release. We strongly encourage User Testing during this stage, which includes providing a survey for residents to complete or setting up in a coffee shop or local library and asking residents to test out the beta site.

**Iteration:** The OpenCities project team will counsel the Client team on best practices for incorporating content and navigation feedback from the beta release and User Testing.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Provide ongoing support for the City as you create new pages and review migrated pages.	Writing any new content , improving existing content, and review content migrated by OpenCities.	All site content created and published in OpenCities
Provide ongoing support for OpenForms	Staff builds new forms using OpenForms	Embeds forms in OpenCities web pages
Support Beta Launch strategy and implementation, if desired by City. Dates will be agreed during timeline planning.	Implement a Beta Launch of the new site when the most visited content is migrated to the new site.	Launch beta site in order to gain community feedback. City is responsible for making any

		updates to the site gained from the feedback.
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**Phase 5: Launch and evolve**

**Launch.** The OpenCities team will coordinate the full launch of the site with the Client Team to assure a smooth transition from the old to the new site, including DNS transfer.

**Evolve:** Truthfully, you will never be done building your site. As the needs of your residents change, your website will need to flex with them. As your new partners in your digital city hall, your website will remain mobile responsive, ADA compliant and up to date with changing browser technology, so you can spend your time providing excellent content. We'll do six-month check ins to see how things are going, but between those you're always welcome to reach out with questions or for support.

**Leverage new functions** Using the Product Ideas forum in our Help Center, you can share your ideas for improving existing features and suggesting entirely new ones with us and hundreds of your local government peers worldwide. The best ideas will be built for everyone to use as part of our quarterly version upgrades, ready to test and activate in your website within minutes.

**Learn new skills:** OpenCities hosts regular online 'drop-in' refresher training sessions and master classes – making it easy for your web team to train new staff or plug any product knowledge gaps, and learn new skills ranging from writing better web content and creating more effective online forms, to driving greater levels of community engagement and much more.

**Meet your peers:** Catch up with your peers, build new connections with like-minded people, discover current challenges, opportunities and trends shaping digital local government. See how other local governments are using OpenCities and have your say about the future of our technology. OpenCities Annual User Groups helps you chart and deliver your digital roadmap.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Lead discussion about site launch, using launch checklist.	Participate in the launch planning and verify the checklist.	Launch Checklist
Conduct full site launch.	Coordinate the transition, including the DNS transfer.	City launches their new website on OpenCities.

## Schedule A

### Agreed Pricing: Annual Subscription Fee

Delivered as a managed cloud solution, the annual subscription fee includes:

- Enterprise grade Hosting, Security, Bandwidth (to limit) and Storage using Microsoft Azure Gov Data Center with 99.9% Services Level Agreement (SLA); DDOS mitigation
- Maintenance, upgrades and new functionality (continuous releases)
- Accessibility commitment to global standard (WCAG 2.1 AA)
- Unlimited 24/7 telephone helpdesk for Priority level 1 severity issues
- Unlimited online helpdesk for all other support and issues per SLA
- Twice annual “check-up” with OpenCities customer success team to explore site improvements focused on enhancing your sites usability
- Access to Theme Builder to continually evolve your site design at no additional cost

OpenCities Annual Subscription with OpenForms Enterprise + Workflow (50 users / 100 forms)	\$31,860*
	*Price reflects discount for 5-year contract term

### One-time setup fees –

One-time OpenCities setup fees are based on the level of assistance your City needs for its digital transformation. OpenCities includes in this cost the following services performed by our team:

- Virtual meetings for project initiation and workshopping
- Production of visual design for new City website
- Comprehensive site administrator and content publisher training (refer to training schedule)
- Delivery of project subject to the Scope included in this proposal
- Consultation and coaching on governance, content creation and content migration

NOTE: No travel included. Project delivered virtually and via remote platforms due to Covid-19.

<b>OpenCities Services Package:</b> Configuration, project management, and support on best practices during project set up + launch	\$15,000
<b>Training (Virtual due to Covid-19):</b> Up to 20 hours of training total for up to 50 people. Delivered as two training programs with up to 25 staff per program/class.	\$3,750
<b>Enhanced Design for City website</b> This informs the creation of three homepage design options/wireframes, with five rounds of revisions on the selected homepage design	\$11,000

and inclusion of secondary page design consistent with the finished homepage design.	
<b>Page audit and navigation recommendations</b> The OpenCities team will apply a best-practices approach to the navigation and page content for your new site once you have completed the AIM (archive, improve, migrate) process.	\$6,500
<b>Content Migration</b> – price based on maximum of 700 pages* migrated + 10,000 documents/images migrated (using the completed AIM file, navigation recommendations, and recommended content types). Price not to exceed \$23,500 based on the above assumptions. Priced at \$5 per page for content migration and \$2 per document/images. *See content migration section for what is and is not in scope	Billed as incurred, not to exceed \$23,500 unless amended by City and OpenCities
<b>TOTAL ONE TIME FEES</b>	<b>Total \$59,750</b>
<b>Optional: Forms creation / workflow creation (includes form creation, journey mapping, and business process flow analysis to create user form and workflow process)</b>	<b>\$200 per hour, billed as incurred</b>

## Total Investment

Based on OpenCities Annual Subscription with OpenForms Enterprise + Workflow (50 users / 100 Forms) and required implementation services priced above. Does not include hourly support for forms creation or optional services or products listed below.

<b>Year 1: Includes SaaS + One Time Set Up Fee</b>	\$91,610
<b>Annual Fees: Year 2-5</b>	\$31,860

## Payment Schedule

**Billed at signing:** License fees of \$31,860  
**Milestone Payment #1,** Billed at completion of Phase 2: \$32,500 (Services, Design, Page Audit)  
**Milestone Payment #2,** Billed at completion of Phase 3: \$27,250\* (Training, Content Migration\*)  
 \*(variable based on number of pages ultimately determined and also creation support required)

The Following are not included in the initial scope or agreed pricing.

## Optional Services

Writing for the Web Workshop  
Digital Services Academy

\$1,500 per session  
\$12,500 per session

## Optional Additional Products

OpenCities Intranet for Staff Communications,  
Policies, Procedures and  
Self-Service

Price varies based on staff / department-based  
pricing

OpenCities Local Directory for Businesses and  
Community Groups

\$2,500 per year

OpenCities Consultations / Community  
Engagement Module

\$3,000 per year

OpenCities Subsites  
Subsite Design Services

\$1,450 per year per site  
To be scoped

# Hosting Services & Service Level Agreement Included in Proposal:

## Website Hosting

Hosting provided by	Microsoft Azure Gov
Allocated monthly bandwidth	200GB
Allocated server storage	40GB
Additional traffic charges	\$.20 per GB
Additional server storage charges	\$1.00 per GB

## Term of agreement

Initial term of agreement	5 years
Subscription start date	Effective Date

## Service Level Agreement

Subject to the terms and conditions of the Agreement, OpenCities provides a guarantee of 99.9% uptime availability, calculated monthly. In a typical 30 day/730 hour month, this equates to no more than 1 hour of downtime per month (not inclusive of Scheduled and emergency Maintenance).

For confirmed downtime during any month during the Term, Open Cities will credit Customer 1% of Customer's pro-rata monthly Base Subscription Fee for every hour of Customer's public facing website downtime over and above the 99.9% uptime guarantee, up to a maximum of 100% of the pro rata monthly Base Subscription Fee for that month.

Issue Severity Level and Measure/Guide	Resolution Process and Contact Information	Resolution Target
Priority 1 – Downtime (Your public facing website or critical intranet is experiencing Downtime)	<ul style="list-style-type: none"> <li>• Reportable 24 x 7 via Telephone – (877-466-7756 – Extension 3)</li> <li>• Acknowledgement and assignment of the problem for resolution within an hour.</li> </ul>	Within 4 hours.

<p>Priority 2 – Urgent (Important publishing functionality fails to work as intended, and there is no work-around available - you cannot publish content to the site).</p>	<ul style="list-style-type: none"> <li>• Reportable 24 x 7 via Online helpdesk, or</li> <li>• Telephone during business hours (7x6 PT). (877-466-7756 – Extension 2)</li> <li>• Acknowledgement and assignment of the problem for resolution within one business day.</li> </ul>	<p>Provide a workaround to the problem or release a Version Update to fix the problem by close of next business day.</p>
<p>Priority 3 – High (Important publishing functionality fails to work as intended, but workarounds are available)</p>	<ul style="list-style-type: none"> <li>• Reportable 24 x 7 via online helpdesk.</li> <li>• Acknowledgement and assignment of the problem for resolution within one business day.</li> </ul>	<p>Scheduled or next Version Update.</p>
<p>Priority 4 – Normal (Functionality is not working as intended)</p>	<ul style="list-style-type: none"> <li>• Reportable 24 x 7 via online helpdesk.</li> <li>• Acknowledgement and assignment of the problem for resolution within 3 business days</li> </ul>	<p>Within specified Version Update.</p>

**Notices to OpenCities:**

Address: 1314 22<sup>nd</sup> Avenue, #697, San Francisco, CA 94122

Attention: Cynthia Francis, COO

Email: [cynthia@opencities.com](mailto:cynthia@opencities.com)

**Notices to Customer:**

Address: 200 East university avenue, Gainesville FL 32601

Attention: Shelby Taylor, Director of Communication Office

Email: [TaylorSN@cityofgainesville.org](mailto:TaylorSN@cityofgainesville.org)

## Schedule B

### What Role the City will play

At OpenCities, our best-practice driven approach is focused on creating success for you as a partner. One of the key things that we know creates success is having the right team and people from the City engaged.

A typical project for OpenCities starts by identifying City staff to guide the overall goals and impacts of the project. Those primarily consist of the following:

**Project Owner** – The most successful projects have a single project owner. This individual is commonly someone with significant understanding of the City’s current website, familiarity working with CMS systems, and the ability to consult with departments on an ongoing basis around UX, best practices, etc.

**Core Team** -- This team of three to five key personnel from the City make all strategic decisions about the project and will be trained as Site Administrators. As Site Administrators, these select members will have the ability to do any and everything within the OpenCities platform (adding users, creating workflows, making design changes, etc.). A successful Core team should represent a variety of departments and be able to commit 10+ hours per week on the project from kick-off to launch.

**Steering Committee** – This group of five to 10 additional people join the Core Team may not be to provide feedback and opinions. Often, they’re department heads, champions of the web team, or subject matter experts. In most cases, we recommend one person per department.

**Stakeholders** – This group of City leaders who need to be updated at a high level about the project. They are not actively engaged in the project, but are kept informed. Typically this group receives monthly updates about the status of the project.

**Content Publishers** -- This is the largest group of City personnel. These are all users who have the ability to create, edit and manage content (either for their department, or for specific content types – i.e. events, agenda/minutes, etc.). This group is trained by OpenCities on how to use the platform to create and publish content and should typically be able to dedicate 4-8 hours per week to the project during Phase 3 and 4. This group may also branch out to include content approvers / people who participate in content workflows. This is the largest group of staff.

### Project Management Assumptions

- (a) OpenCities provides Asana for use by all parties while managing this Project. Asana is used as the collaboration for collecting risks, actions, issues, decisions and other project management notations.
- (b) OpenCities provides orientation of Asana to the City team as part of the Kick-off meeting. There is no cost to OpenCities clients to utilize this project area in Asana for the life of the project.
- (c) The data in Asana is considered shared data and the City can export the information stored in Asana used to implement this Project on an as-needed basis and project close.



- (d) OpenCities has capacity to assign resources and allocate to this Work Order sufficiently to keep the project on schedule.
- (e) Communication between OpenCities team and the City team is in person; by phone; or electronic methods of E-Mail, chat and online web conferencing.
- (f) For OpenCities facilitated meetings, OpenCities is responsible for the meeting notes and resolution of action items.
- (g) The City will respond to requests for information, data, and clarifications and make project related decisions within five working days or as defined in the Project Timeline to prevent delays that may impact the project scheduled targets.

#### Organizational Change Management (OCM) Assumptions

- (h) The Client is undertaking minimal Organizational Change during this project, with some coaching from OpenCities team.
- (i) OpenCities supports the City with guidance, best practices, and case studies from other government agencies (including lessons learned), but has no responsibility for implementing OCM as part of this contract.
- (j) The City takes the lead role in the City's awareness, knowledge, and readiness for the new Website and OpenCities takes the lead role in the training for the new Website.

#### Project Schedule Assumptions

The project start date shall occur as soon as possible after the contract signing.

- (a) OpenCities has a template for a typical implementation of a Website in Asana as a starting point for planning and scheduling the activities.
- (b) The City shall maintain primary responsibility for the scheduling of the City employees, including the City's resident focus groups in support of project activities. City PM will coordinate times with the OpenCities PM.

#### Project Facilities and Equipment Assumptions

- (a) It is assumed there will be no onsite work during the duration of the project. Work will be conducted remotely.

#### Technology and Infrastructure Assumptions

- (a) The online conference call tool may be Zoom or Microsoft Teams, or other online tools agreed upon.
- (b) OpenCities' work does not require any access to the City's network.

#### Testing and Review Assumptions

- (a) The WCMS is a fully functional Website service and requires no testing of the Website out-of-box functionality and OpenCities is responsible for performance and stress testing.
- (b) The IFrame use for Third-Party Providers require testing and the City is responsible for the Third-Party Application testing where OpenCities is responsible for the IFrame capability.
- (c) The City reviews all content before launch.

### Training Assumptions

- (a) Informal knowledge transfer shall be conducted throughout the project lifecycle. Formal knowledge transfer shall occur as outlined in each Sprint and/or Phase.
- (b) Content Publisher Training. This session focuses on how to use the Website to publish information, places and communications. It includes learning various modules including news and events, minutes and agendas, parks and facilities, job notifications, general and landing pages, directories, and media and file libraries.
- (c) Site Administrator Training. Delivered to the City Website managers, this session focuses on creating and managing users, as well as user roles, workflows, permissions and website settings. In addition, the site administrator training includes troubleshooting the Website and accessing OpenCities Help Center. Content publishing training is a pre-requisite for site manager training.
- (d) OpenCities Help Center. All staff publishing to the City's Website receive access to OpenCities Online Help Center. The Online Help Center offers detailed learning materials and documentation and is available 24/7/365. Each article contains annotated images with step-by-step instructions showing how to use the functions in the Website and make the most of the functionality.
- (e) OpenForms Training (This is delivered in accordance with the previous procurement/ Training has been completed by OpenCities).

### Project Lifecycle Activity Details

This section describes the scoped activity including responsibilities with artifacts, outcomes, and deliverables, based on OpenCities Implementation Methodology. In the project lifecycle details there are 3 columns which indicate responsibilities for OpenCities and the City in their singular column. All three columns indicate the artifacts and outcomes. All three columns work together to indicate responsibilities and outcome. The responsibilities may be joint to produce the artifacts and outcome. The artifacts and outcome may have deliverables identified.

### Project Management

The City shall provide a project manager who will collaborate with OpenCities' project manager in conducting the project management activities. OpenCities shall take the lead role in using the implementation methodology and coordinating with the City's project manager. This activity is comprised of planning project tasks, producing core project management artifacts and controls, and developing product implementation plans using Asana as the primary collaboration tool.

OpenCities Responsibilities

The City Responsibilities

Artifacts & Outcomes

<p>Follow the project defined in this Schedule B.</p>	<p>Follow the project defined in this Schedule B.</p>	<ul style="list-style-type: none"> <li>• Clear communication</li> <li>• Ontime delivery of project</li> <li>• Project change control.</li> <li>• Deliverable acceptance.</li> </ul>
<p>2. Ensure logistics are in place. Establish team agreements, provide online workspace and collaboration. Provide agendas and needs are understood at a high-level.</p>	<p>Ensure logistics are in place. Set up meet and greet meetings with the steering committee and core team.</p>	<ul style="list-style-type: none"> <li>• Asana project space established, and City access granted.</li> <li>• Team agreements.</li> </ul>
<p>3. Speak with the project sponsor and others as mutually determined to gain high-level understanding of the engagement and the business value OpenCities delivers to support the City executives.</p>	<p>Coordinate the setup of the initial and ongoing meetings with the sponsors and executives.</p>	<ul style="list-style-type: none"> <li>• High-level understanding of what the sponsors and executives expect from the engagement and the key performance indicators.</li> <li>• Business value success factors to be incorporated in the implementation plan.</li> </ul>

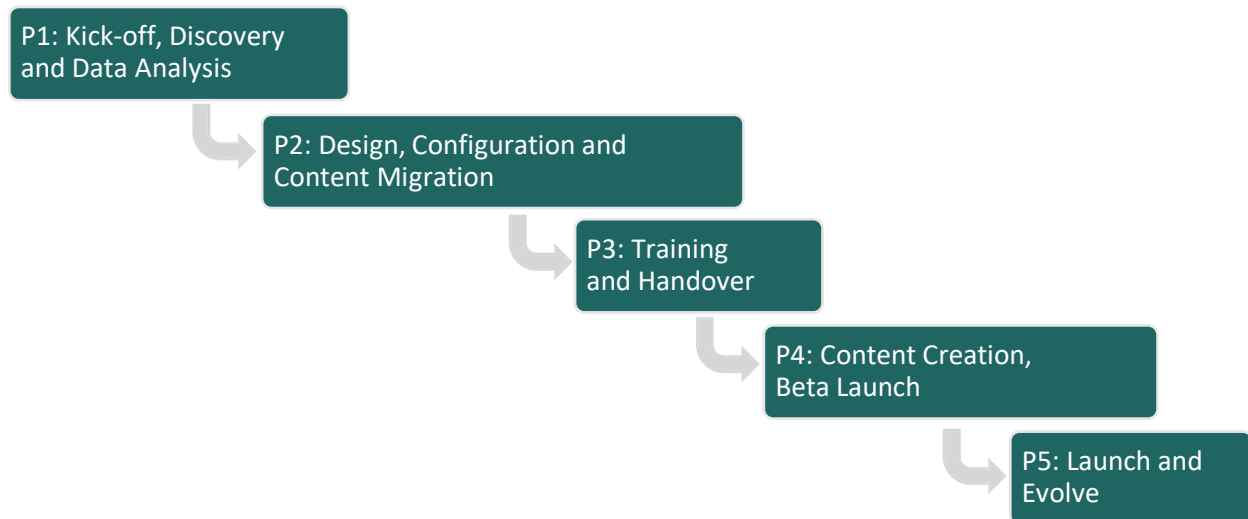
<p>4. Provide lead role and work with the City project manager to introduce Asana by reviewing the tool and OpenCities's template for the Project Timeline in Asana and update as needed. Ensure the activities have durations, resources/teams, dependencies, and sequencing.</p>	<p>Work with OpenCities' project manager on the Project Timeline and ensure activities the City needs are included.</p>	<p>Project Timeline (in Asana)</p>
<p>5. Schedule OpenCities teams necessary to support the project based on the Project Timeline.</p>	<p>Provide the relevant City teams for the project and facilitate their participation throughout the duration of the project.</p>	<ul style="list-style-type: none"> <li>• Updated Project Timeline</li> </ul>
<p>6. Provide lead role in kickoff planning with the City project manager.</p>	<p>Participate in pre-kickoff planning, identify the City key people and teams.</p>	<p>Project Team Kickoff</p>
<p>7. Work with the City project manager to evaluate the project progress.</p>	<p>Work with OpenCities project manager to manage the project progress.</p>	<p>Maintain accurate project plan.</p>

## Project Timeline

As a SaaS solution that doesn't need custom development, OpenCities can be delivered, ready for content setup within a matter of weeks. The primary variable for launch is based on the amount of time needed by the city or City for the visual design process, and the amount of staff resources available for the content entry and any migration process. The sample timeline below demonstrates a five-to-seven month project, however our agile and iterative methodology allows us to increase or decrease the project length to meet your launch goals; we've completed a project in as little as four months.



## Project Phases



## Your specific project

OpenCities is committed to partnering with the City of Gainesville to accomplish its goals. Based on your Request for Qualifications, we have customized our implementation to include the following recommended service packages. These packages are delivered throughout the project as noted in the phased implementation approach below.

### Page Audit and Navigation Recommendations

If you aren't sure which pages on your site you want to archive, improve, or migrate as is, or are unsure of the ideal navigation on the new site, OpenCities will not only review the template of each page, but the content as well. We'll note where we recommend improving content using our template functionality, as well as where we recommend combining content to improve the accessibility, usability, and usefulness. We'll look at data to provide a homepage navigation structure to ensure we're addressing users' needs and improve the overall user experience for your website visitors.

### Content Migration

This two-part package includes the Content Migration Strategy, which starts with an Archive, Improve and Migrate process led by your team – as not all content (including documents and

images) from your old site needs to carry over. Next OpenCities will help map the pages you selected to Improve or Migrate to the proper OpenCities template, note any inconsistencies or custom templates, understand how to translate certain elements of the content, and review all of this with the City of Gainesville team. After our review, you'll have a list of each OpenCities template that we'll use to migrate each page, which will set you up for success in making decisions on how and what new content to add to the new site in the future.

A couple of things to note:

- The documents and images on pages that are marked ARCHIVE will not be moved over
- If there are documents on a page that need moved over, the City is responsible for determining where those go and creating any new pages for those purposes

For this process to be effective, the City of Gainesville must:

- Provide OpenCities completed AIM spreadsheet with details of the current site (site crawl with URL and page visits).
- Identify an individual or a team with the ability to make decision on what content is and is not migrated.
- Promptly make decisions.
- Analyze the data (may also use data from Google Analytics, Site Improve, Monsido, etc.) to determine what pages are the most important to migrate and what can be archived. This step includes the development of retention criteria, and a page level assessment of each page action (Archive, Improve, Move/Migrate).

Since the City of Gainesville has communicated that not all of the 18,883 documents/images need to be moved into the new system, our recommendation is that OpenCities migrate only documents and images that are currently present on a page that is marked as migrate. Any orphaned documents or images, or assets on pages that are marked as do not migrate/archive, will be the responsibility of the City to identify, move, and add to a page.

The second part is the actual physical migration of content, done manually by our Content Migration team. Once we've jointly made the final decisions on the Content Migration Strategy, the OpenCities team can get to work on moving your content and documents and re-linking those on each page migrated by OpenCities. With an approved plan in place, we ensure consistency and efficiency during the process.

The City will be responsible for:

- Creating or approving the file structure for images and documents in the files library
- Specifying or creating searchable document names for any image / document after the assets have been moved into the OpenCities library
- Writing any alt text for images and documents after the assets have been moved into the OpenCities library

**What is / isn't content that is included in OpenCities led content migration**

Content in-scope / IS content	Content out-of-scope / ISN'T content
Content managed within your current CMS as web pages	Anything within an iFrame, or embedded HTML content
Documents/images linked to migrated pages (if contracted)	Dynamic content pulled from other systems
	Content not managed within CMS
	Javascript, CSS or other custom code (unless it's agreed upon as part of the site design and build)
	Interactive web forms and/or single page applications
	Written content within image/diagram
	Content migrated from a PDF file

## Phase 1: Kick-off, discovery and data analysis

**Kick off Meeting:** Meet the Team, confirm timelines for the project, schedule training sessions, walk-through process for site set up, design and content migration, and discuss hand-offs to 3rd party applications if applicable. Determination is made as to key site elements necessary for configuration. Discussion of CORE and STEERING Committees.

**Project Management Tool:** Introduction to Asana as our shared project management environment to track progress and maintain a visual point of truth as to the steps in the project.

**Design Values Workshop/Asset Collection:** Client works with OpenCities to secure assets such as logos and images along with any existing style guides.

**Create/Review Analytics Report:** Client provides access to existing Google Analytics and any data collection that has been ongoing, and the OpenCities team will assess analytics for the current site and incorporate findings for each service into a Digital Services Inventory.

**Governance Strategy:** The OpenCities project team will consult and advise the web management team through a process of creating a governance plan for website content. Outcomes will include assisting in the Client in formulating clearly assigned roles and expectations, an approved process for gathering, writing, approving and publishing new site content, and an understanding of best practices for web writing.

**Content Migration Strategy:** 400 pages

**Page Audit and Navigation Recommendations:** (RECOMMENDED)

## Phase 1 Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Coordinate Asana project plan, arrange for kick-off meeting, lead kick-off meeting.	Coordinate with appropriate City staff who will need to be on Core team, steering committee and participate in the Kick-off.	Kick off meeting (including PowerPoint presentation), clarity on Core and Steering committee, buy in by all stakeholders for process approach. Agreed upon timeline in Asana.
Provide AIM template to facilitate the Content Migration process.	Crawl current site and list every page that needs to be reviewed in the AIM process.	Complete list of current site's URLs in the AIM spreadsheet
Facilitate one Design Values Workshop with the City (up to 15 people) and provide guidance on the design creative. Assist the City in identifying the visual assets needed for the look/feel the City desires on the Website. Receive the City's visual assets.	Participate in the Design Values Workshop and discuss the City's desired look/feel for the Website. Provide the visual assets needed such as logos, photography, and existing visual style guides based on the outcomes and understandings from the creative briefing.	Design Values Overview <ul style="list-style-type: none"> <li>Participate in the workshop session for design.</li> <li>Assets for design provided to OC.</li> </ul>
Following the City's completion of the AIM spreadsheet, OpenCities will review and define OC page templates for content, opportunities to improve content using OC Best practices and templates and provide a recommended Homepage Navigation.	Provide AIM process in a timely fashion. Assist in scheduling and participation by the team in any review and approval of recommended Navigation and content layout. If requested, provide additional data to inform site navigation (i.e. - 311 data, walk-in traffic, etc.)	Recommendations for Homepage navigation and content improvement provided to City. Page audit identifying OC page template types for all pages indicated by City as improve or migrate using the previously completed AIM spreadsheet

## Phase 2: Design, Configuration and Content Migration

In this phase the OpenCities project team and the client will share assets and work to align and deliver a navigation, look and feel that reflects the spirit and goals of the city while leveraging the best practices for effective site layout and design.

**Configure General locality information.** This data importation will allow for structured content (such as events, places of interest, and projects) to render dynamically in geographic context on the site.

**Homepage and Theme Design Review:** The OpenCities project team will present up to three options for the site design and layout based on the assets and intentions shared in the Design meeting. Discussion of who should be included in the design review is up to the City. Inclusion of



citizen engagement should be discussed and agreed prior to finalization of the City contract with OpenCities.

**Design Finalization:** Once the designs are skinned onto a live OpenCities instance, content publishing/migration can immediately begin.

**Content Migration.** As outlined above, OpenCities will lead the content migration process. This will include migrating pages AS IS from the current site to the new OpenCities site, including the embedded or linked documents and images. Scope for how many pages, images and documents will be defined in Phase 1 at the completion of the AIM process.

#### Phase 2 Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Configure the Website platform based on the outcomes from the design phase, and using the existing site navigation, similar site settings, map localization, configuration of fields and tags, initial users and roles for making the Website ready for Content entries.	None	Platform configuration making the Website ready for Content entries.
Starting with the first iteration of the design, produce a visual outcome that provides a fresh upgrade from the existing site, uniquely reflecting the City and using the visual assets gathered by the City. This work is presented to the Core Team.	Core Team participates in the creative discussion and design review and decide on the homepage design direction.	Website design concept 1 chosen
Iterate the design concepts, finalize the changes.	Core Team reviews the final design with iterative changes, and provides feedback for revision if/as needed. If needed, the process is repeated one additional time to arrive at the final approved design.	Design Iteration 2-5 (if needed) Final Design Approved
Implementation of the final design concept	Review design once it's available on the site.	Website Design Implemented (applied to site)
Migration of page content and document/images as per the Content Migration Strategy and up to the limits agreed to in Schedule A. Content will be published and available for review by the City team.	Answer questions while the migration process is happening. Approve choices made in real time.	Content (pages, documents, images) is successfully migrated into the new site

### Phase 3: Training and Handover

In this phase, OpenCities provides training based on the types of outcomes that the city wants to achieve with OpenCities. All training sessions can be delivered via hands-on, train the trainer or classroom style format, either at the city offices or online, however given the current COVID-19 pandemic, OpenCities is prepared to provide training and consultation on-site or remotely, depending on the status of the situation at that time and the comfort level of the client. We will also provide guidance on the creation of a governance plan, best practices for migrating or creating content, and identifying key roles/responsibilities for success at this step.

OpenCities is designed to be intuitive enough for anyone in the city to effectively create and maintain beautiful and well-architected web pages. We make sure that there is comfort with the platform by providing a multi-step approach:

1. **Content Publisher Training** – Detailed below, this training introduces the product and sets the foundation for experimentation and mastery. Up to 25 people per session. Two sessions included.
2. **Site Administrator Training** – By training and supporting key staff members to have a deeper understanding of OpenCities product capabilities, we assure that SME's at the department level are well supported internally. Up to 15 people per session.
3. **OpenForms Publisher Training** – Staff responsible for creating and editing forms will be trained on the functions of how to build a beautiful, accessible and functionally rich form using our drag and drop editor. They'll learn to set up smart logic on fields, build notifications and confirmation messages, and apply pre-built themes. In a further session, participants will learn the more advanced functions of OpenForms as well as administration and user management. You'll learn how to create new themes, how to build complex, multi-step workflows, and where our API Library lives should you want to build off of our available connections. One session is included with up to 25 people per session.
4. **OpenCities Help Center**- 24 x 7 access to our online documentation and training portal means that everyone can reference "how to" guides and other training materials whenever they are needed.
5. **Integration Testing**  
Given the goals of leveraging the Rock Solid capabilities, OpenCities will provide up to 8 hours of assistance to City developers with troubleshooting and testing any Rock Solid embeds.

**Content Publisher Training.** The OpenCities team will be virtual to lead a hands-on, classroom style training on using the OpenCities CMS. This session is for individuals in the city who manage

content for their department, generally what we call “Structured” content. The class focuses on how to use OpenCities to create pages, publish information, manage pages and images or documents within the CMS, create forms using OpenForms. This includes learning various modules including news and events, minutes and agendas, parks and facilities, job notifications, general and landing pages, directories, media and file libraries.

Included in the training is an introduction to the online OpenCities Help Center, which houses full documentation with screen shots and reference materials, video training, updates on the most recently released features and how to use them.

**Site Administrator Training.** Typically delivered to 1 - 3 website managers, this 2-3 hour virtual session focuses on setting up, training and managing users, as well as using/creating roles, workflows, permissions and website settings. We also cover troubleshooting your site and accessing the online helpdesk.

**OpenCities Help Center.** The Client and all staff publishing to the website will receive access to the OpenCities Help Center and ticketing system, which offers detailed learning materials and documentation for every OpenCities module. Each article contains annotated images with step by step instructions showing how to use the functions in OpenCities, and many articles also offer strategic advice to help you make the most of the functionality.

### Phase 3 Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Plan and lead Content Publisher training for up to 25 people. (two included, for a total of 50 people)	Organize participants, schedule training with OpenCities and participants, and participate fully in the Content Publisher training.	Training curriculum and session for Content Publishers.
Plan and lead Site Administrator training for up to 5 people.	Organize participants, schedule training with OpenCities and participants, and participate fully in the Site Administrator training.	Training curriculum and session for Site Administrators.
Plan and lead OpenForm Publisher training for up to number of users agreed to in Schedule A.	Organize participants, schedule training with OpenCities and participants, and participate fully in the OpenForm Publisher training.	Training curriculum and session for OpenForms Publishers.
Plan and lead OpenForms Admin training for up to number of users agreed to in Schedule A.	Organize participants, schedule training with OpenCities and participants, and participate fully in the OpenForms Admin training.	Training curriculum and session for OpenForms Administrators.
Troubleshooting / support for RockSolid embeds within the functionality of OpenCities. The	Clearly articulating the questions, issues or coaching	City successfully integrates/embeds Rock Solid functionality with OpenCities

OpenCities team is not developing any embeds / integrations, but helping ensure easy embed of any RockSolid capability within the City site	needed to effect the desired result with RockSolid.	
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## Phase 4: Content/service creation and curation, beta launch

Once your content has been migrated into the system and your team has been trained, it's time to prepare for a beta launch.

**Content Creation and/or Clean Up.** All pages that were marked IMPROVE by your team are now ready to be recreated in the new site by your staff. If pages were added to your old site after the content migration process was completed, it is the responsibility of your team to create that new page in the OpenCities System. Additionally, we highly recommend that your staff review and approve every single page that was migrated by the OpenCities team for styling and factual accuracy. We'll do our best based on strategy meetings and our experience in gov tech, but only you know your content like the back of your hand, and there are some things we just aren't capable of knowing about your business processes.

**Beta Release:** The decision to launch a Beta version of the site before sun-setting the current website provides an opportunity to gather feedback and continue to iterate the new site prior to the full launch. Beta launch may occur before all of the content is fully available on the site, and it will be important to clarify for the community that this is a work in progress in advance of the full release. We strongly encourage User Testing during this stage, which includes providing a survey for residents to complete or setting up in a coffee shop or local library and asking residents to test out the beta site.

**Iteration:** The OpenCities project team will counsel the Client team on best practices for incorporating content and navigation feedback from the beta release and User Testing.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Provide ongoing support for the City as you create new pages and review migrated pages.	Writing any new content , improving existing content, and review content migrated by OpenCities.	All site content created and published in OpenCities
Provide ongoing support for OpenForms	Staff builds new forms using OpenForms	Embeds forms in OpenCities web pages
Support Beta Launch strategy and implementation, if desired by City. Dates will be agreed during timeline planning.	Implement a Beta Launch of the new site when the most visited content is migrated to the new site.	Launch beta site in order to gain community feedback. City is responsible for making any

		updates to the site gained from the feedback.
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**Phase 5: Launch and evolve**

**Launch.** The OpenCities team will coordinate the full launch of the site with the Client Team to assure a smooth transition from the old to the new site, including DNS transfer.

**Evolve:** Truthfully, you will never be done building your site. As the needs of your residents change, your website will need to flex with them. As your new partners in your digital city hall, your website will remain mobile responsive, ADA compliant and up to date with changing browser technology, so you can spend your time providing excellent content. We’ll do six-month check ins to see how things are going, but between those you’re always welcome to reach out with questions or for support.

**Leverage new functions** Using the Product Ideas forum in our Help Center, you can share your ideas for improving existing features and suggesting entirely new ones with us and hundreds of your local government peers worldwide. The best ideas will be built for everyone to use as part of our quarterly version upgrades, ready to test and activate in your website within minutes.

**Learn new skills:** OpenCities hosts regular online ‘drop-in’ refresher training sessions and master classes – making it easy for your web team to train new staff or plug any product knowledge gaps, and learn new skills ranging from writing better web content and creating more effective online forms, to driving greater levels of community engagement and much more.

**Meet your peers:** Catch up with your peers, build new connections with like-minded people, discover current challenges, opportunities and trends shaping digital local government. See how other local governments are using OpenCities and have your say about the future of our technology. OpenCities Annual User Groups helps you chart and deliver your digital roadmap.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Lead discussion about site launch, using launch checklist.	Participate in the launch planning and verify the checklist.	Launch Checklist
Conduct full site launch.	Coordinate the transition, including the DNS transfer.	City launches their new website on OpenCities.