

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
CARAHSOFT TECHNOLOGY CORPORATION  
(SALESFORCE MARKETING CLOUD IMPLEMENTATION SERVICES)**

**1. PARTIES AND DATE.**

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this 6th day of July, 2022 by and between the City of Corona (“City”) and Carahsoft Technology Corporation, a Virginia corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated April 25, 2022 (“Agreement”), whereby Consultant agreed to provide communication solution software implementation services.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to (1) amend project name and description; (2) extend Agreement Term; (3) increase Compensation; and (4) replace Exhibit “A” (Scope of Services) and Exhibit “C” (Compensation) with Exhibit “A-1” (Scope of Services) and Exhibit “C-1” (Compensation), respectively.

**3. TERMS.**

3.1 Consultant. Recital 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“2.1 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing communication solution software and services to public clients, is licensed in the State of California, and is familiar with the plans of City.”

3.2 Project. Recital 2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“2.2 Project. City desires to engage Consultant to render such services for the Salesforce Marketing Cloud Software and Services project (“Project”) as set forth in this Agreement.”

3.3 General Scope of Services. Section 3.1.1 and Exhibit “A” (Scope of Services) of the Agreement are hereby deleted in their entirety and replaced with the following:

“3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional communication solution software and services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A-1” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.”

3.4 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from May 9, 2022 to June 30, 2026 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.5 Rates & Total Compensation. Section 3.3.1 and Exhibit “C” (Compensation) of the Agreement are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Fifty-Two Thousand, Four Hundred and Seven Dollars and Seventy-One Cents (\$252,407.71) for Fiscal Year ending June 30, 2023, and One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00) for Fiscal Years ending June 30, 2024, June 30, 2025, and June 30, 2026 (“Total Compensation”), without written approval of City’s Representative.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.6 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.7 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.8 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND CARAHSOFT TECHNOLOGY CORPORATION  
(SALESFORCE MARKETING CLOUD IMPLEMENTATION SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Shaughn Hull  
Chief Communications Officer

Reviewed By: \_\_\_\_\_  
Cindy Solis  
Public Information Officer

Reviewed By: \_\_\_\_\_  
Scott Briggs  
Acting Purchasing Manager

Attest: \_\_\_\_\_  
Sylvia Edwards  
City Clerk

**CONSULTANT'S SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND CARAHSOFT TECHNOLOGY CORPORATION  
(SALESFORCE MARKETING CLOUD IMPLEMENTATION SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CARAHSOFT TECHNOLOGY CORPORATION**  
A Virginia corporation

By: *Kristina Smith*  
Kristina Smith  
Contracts Director

## **EXHIBIT A-1 SCOPE OF SERVICES**

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional communication solution software and services necessary for the Project. The Services are more particularly described herein.

### Phase 1:

- Salesforce Licenses
  - (1) Marketing Cloud Corporate Edition
  - (4) SSL Certificate
  - (40) Additional Contacts (1,000) Corporate Edition
  - (1) Additional Business Unit (+1)
  
- Offprem Services (Professional Services - Software Engineer - Per Hour)
  - (18) Marketing Cloud Project Discovery
  - (28) SFTP Import/Export Automations (MS Dynamics Data)
  - (18) Configuration/Set up for Parent/Administrative Account (1)
  - (40) Configuration/Set up for Child/Production Accounts (2)
  - (9) Marketing Cloud Training/User Enablement (remote)
  - (3) Marketing Cloud Training Preparation
  - (60) Journey Builder Activation/Implementation
  - (72) Custom Subscription/Preference Center
  - (37) Project Management

### Phase 2:

- Salesforce Licenses
  - (1) Marketing Cloud Corporate Edition
  - (4) SSL Certificate
  - (40) Additional Contacts (1,000) Corporate Edition
  - (1) Additional Business Unit (+1)
  - (1) Advertising Studio Professional
  - (1) SMS/MMS Short Code One Time Setup
  - (2500) SMS/MMS Mobile Messages (1,000)
  - (5) Additional Business Unit (+1)
  - (1) Marketing Cloud Intelligence Data Pipelines
  - (1) Premier Success Plan - ExactTarget 30% of Net
  
- Offprem Services (Professional Services - Software Engineer - Per Hour)
  - (30) MobileConnect/SMS Activation/Implementation + Training
  - (3) Marketing Cloud Training Preparation
  - (80) Configuration/Set up for Child/Production Accounts (4)
  - (9) Marketing Cloud Training/User Enablement (remote)

- (18) Advertising Studio Activation/Implementation + Training
- (68) Datorama Activation/Implementation + Training
- (26) Project Management

**EXHIBIT C-1  
COMPENSATION**

Total Compensation shall not exceed Two Hundred Fifty-Two Thousand, Four Hundred and Seven Dollars and Seventy-One Cents (\$252,407.71) for Fiscal Year ending June 30, 2023, and One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00) for Fiscal Years ending June 30, 2024, June 30, 2025, and June 30, 2026 without prior written authorization from City's Representative.

<b>Phase 1:</b>	Qty	Unit Price	Extended Price
<b>Salesforce Licenses</b>			
Marketing Cloud Corporate Edition	1	\$31,200.00	\$31,200.00
SSL Certificate	4	\$247.81	\$991.24
Additional Contacts (1,000 Corporate Edition)	40	\$160.00	\$6,400.00
Additional Business Unit (+1)	1	\$4,800.00	\$4,800.00
Salesforce Licenses Subtotal:			\$43,391.24
<b>Offprem Services (Software Engineer - Per Hour)</b>			
Marketing Cloud Project Discovery	18	\$192.00	\$3,456.00
SFTP Import/Export Automations (MS Dynamics Data	28	\$192.00	\$5,376.00
Configuration/Set up for Parent/Administrative Account (1)	18	\$192.00	\$3,456.00
Configuration/Set up for Child/Production Accounts (2)	40	\$192.00	\$7,680.00
Marketing Cloud Training/User Enablement (remote	9	\$192.00	\$1,728.00
Marketing Cloud Training Preparation	3	\$192.00	\$576.00
Journey Builder Activation/Implementation	60	\$192.00	\$11,520.00
Custom Subscription/Preference Center	72	\$192.00	\$13,824.00
Project Management	37	\$192.00	\$7,104.00
Offprem Services Subtotal:			\$54,720.00
<b>Phase 2:</b>	Qty	Unit Price	Extended Price
<b>Salesforce Licenses</b>			
Marketing Cloud Corporate Edition	1	\$13,168.40	\$13,168.40
SSL Certificate	4	\$247.68	\$990.72
Additional Contacts (1,000) Corporate Edition	40	\$160.00	\$6,400.00
Additional Business Unit (+1)	1	\$4,800.00	\$4,800.00
Advertising Studio Professional	1	\$13,568.00	\$13,568.00
SMS/MMS Short Code One Time Setup	1	\$2,893.90	\$2,893.90
SMS/MMS Mobile Messages (1,000)	2500	\$4.80	\$12,000.00
Additional Business Unit (+1)	5	\$4,800.00	\$24,000.00
Marketing Cloud Intelligence Data Pipelines	1	\$15,760.40	\$15,760.40
Premier Success Plan - ExactTarget 30% of Net	1	\$15,787.05	\$15,787.05
Salesforce Licenses Subtotal:			\$109,368.47



<b>Offprem Services (Software Engineer - Per Hour)</b>			
MobileConnect/SMS Activation/Implementation + Training	30	\$192.00	\$5,760.00
Marketing Cloud Training Preparation	3	\$192.00	\$576.00
Configuration/Set up for Child/Production Accounts (4)	80	\$192.00	\$15,360.00
Marketing Cloud Training/User Enablement (remote)	9	\$192.00	\$1,728.00
Advertising Studio Activation/Implementation + Training	18	\$192.00	\$3,456.00
Datorama Activation/Implementation + Training	68	\$192.00	\$13,056.00
Project Management	26	\$192.00	\$4,992.00
		<b>Offprem Services Subtotal:</b>	\$44,928.00
<b>Total:</b>			\$252,407.71

Annual software subscription renewals not to exceed \$160,000.00.