

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, LLC**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Granicus, LLC, a Minnesota limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The City and Vision Technology Solutions, LLC previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and Vision Technology Solutions, LLC", dated June 15, 2017 (the "Original Agreement");
- B. The Parties entered into a Consent to Assignment Agreement entitled "Consent to Assignment Agreement By and Between the City of Santa Clara, California, and Granicus, LLC", dated June 25, 2019 to reflect Contractor's acquisition of Vision Technology Solutions, LLC and to memorialize the City's consent to the assignment by Vision Technology Solutions, LLC of all its rights, obligations, and interest in the Original Agreement to Contractor;
- C. The Original Agreement was previously amended by Amendment No. 1, dated July 22, 2019, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- D. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor provide design, support, maintenance, hosting and licensing services for the City websites, and the Parties now wish to amend the Agreement as Amended to extend the term of the agreement through August 31, 2027, add up to three years to renew the term of the agreement through August 31, 2030, and increase compensation by \$320,884.52 for a revised not-to-exceed maximum compensation amount of \$983,999.52, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Original Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:
 - A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on August 31, 2027.
 - B. After the term specified in Section 5.A above, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to three years through August 31, 2030, by executing an amendment to the agreement, subject to the appropriation of funds. Prior to the City executing an amendment to extend the term, Contractor will provide a pricing quotation for such additional term, a minimum of 60 days prior to the start of such additional term, and any such amendment will reflect the pricing provided by Contractor.
2. Exhibit B-2 of the Agreement as Amended, entitled "Fee Schedule", is hereby amended to read as shown in Revised Exhibit B-2, attached and incorporated into this Amendment No. 2.
3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

NOTE: SIGNATURES ON FOLLOWING PAGE

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

GRANICUS, LLC
a Minnesota limited liability company

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: 1152 15th street NW, Suite 800
Washington, DC 20005

Email Address: contracts@granicus.com

Telephone: (800) 314-0147

Fax: N/A

“CONTRACTOR”

**REVISED EXHIBIT B-2
FEE SCHEDULE**

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Nine Hundred Eighty-Three Thousand Nine Hundred Ninety-Nine Dollars and Fifty-Two Cents (\$983,999.52)**, subject to budget appropriations. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

1.2. The maximum compensation amount is summarized in Table B-2.1 below:

Table B-2.1

Description	Total
Original Contract Amount (Prior to Consent to Assignment)	\$189,810.54
Services for Years 1-5	
Website Redesign Services	\$41,840.00
Subscription Fees	\$271,464.46
Optional Services	\$160,000.00
TOTAL NOT-TO-EXCEED MAXIMUM COMPENSATION (YEARS 1-5)	\$663,115.00
Services for Years 6-8	
Website Redesign Services	\$0
Subscription Fees	\$200,884.52
Optional Services	\$120,000.00
Total for Years 6-8	\$320,884.52
TOTAL REVISED NOT-TO-EXCEED MAXIMUM COMPENSATION	\$983,999.52

2. SUBSCRIPTION SERVICES

2.1. Rates listed in Table B-2-2 below are per year and are payable to Contractor in advance for each year of the Term of this Agreement. Contractor shall invoice City annually within thirty days prior to start of next service term.

Table B-2-2

Description	Year 1 (9/1/19 - 8/31/20)	Year 2 (9/1/20 - 8/31/21)	Year 3 (9/1/21 - 8/31/22)	Year 4 (9/1/22 - 8/31/23)	Year 5 (9/1/23 - 8/31/24)	Year 6 (9/1/24 - 8/31/25)	Year 7 (9/1/25 - 8/31/26)	Year 8 (9/1/26 - 8/31/27)	Total
Original Contract Amount (Prior to Consent to Assignment. 04/07/2015 - 08/31/2019)									\$ 189,810.54
AGREEMENT REINSTATEMENT/AMENDMENT NO. 1 (YEARS 1 - 5)									
<u>Annual Fees for Subscription Services Renewals</u>									
govAccess (City site) SVP, SVP Fiber, SVACA	\$20,790.00	\$21,830.00	\$22,921.00	\$24,067.00	\$25,270.00				\$114,878.00
Customizations (Recurring)	\$950.00	\$997.50	\$1,047.38	\$1,099.74	\$1,154.73				\$5,249.35
6 SSL Certificates (Recurring)	\$1,312.50	\$1,378.15	\$1,447.01	\$1,519.40	\$1,595.34				\$7,252.40
Total for Subscription Services Renewals	\$23,052.50	\$24,205.65	\$25,415.39	\$26,686.14	\$28,020.07				\$127,379.75
<u>Annual Fees for New Subscription Services</u>									
govAccess - Maint/Hosting/License Fee - Specialty Sub (Library)	\$3,960.00	\$4,158.00	\$4,365.90	\$4,584.20	\$4,813.40				\$21,881.50
Communications Cloud	\$17,500.00	\$18,725.00	\$20,035.75	\$21,438.26	\$22,938.93				\$100,637.94

Description	Year 1 (9/1/19 - 8/31/20)	Year 2 (9/1/20 - 8/31/21)	Year 3 (9/1/21 - 8/31/22)	Year 4 (9/1/22 - 8/31/23)	Year 5 (9/1/23 - 8/31/24)	Year 6 (9/1/24 - 8/31/25)	Year 7 (9/1/25 - 8/31/26)	Year 8 (9/1/26 - 8/31/27)	Total
Communications Cloud Advanced Package	\$3,750.00	\$4,012.50	\$4,293.37	\$4,593.91	\$4,915.49				\$21,565.27
Total of New Subscription Services	\$25,210.00	\$26,895.50	\$28,695.02	\$30,616.37	\$32,667.82				\$144,084.71
TOTAL ANNUAL SUBSCRIPTION SERVICES (YEARS 1- 5)	\$48,262.50	\$51,101.15	\$54,110.41	\$57,302.51	\$60,687.89				\$271,464.46
AMENDMENT NO. 2 (YEARS 6 - 8)									
<u>Annual Fees for Subscription Services Renewals</u>									
govAccess (City site) SVP, SVP Fiber, SVACA,						\$26,842.22	\$28,184.33	\$29,593.55	\$84,620.10
govAccess - Main/Hosting/License Fee - Specialty Sub (Library)						\$5,102.21	\$5,357.32	\$5,625.19	\$16,084.72
Communications Cloud						\$23,749.74	\$24,937.23	\$26,184.09	\$74,871.06
Communications Cloud Advanced Package						\$5,113.02	\$5,368.67	\$5,637.10	\$16,118.80
Customizations (Recurring)						\$1,224.01	\$1,285.21	\$1,349.47	\$3,858.69

Description	Year 1 (9/1/19 - 8/31/20)	Year 2 (9/1/20 - 8/31/21)	Year 3 (9/1/21 - 8/31/22)	Year 4 (9/1/22 - 8/31/23)	Year 5 (9/1/23 - 8/31/24)	Year 6 (9/1/24 - 8/31/25)	Year 7 (9/1/25 - 8/31/26)	Year 8 (9/1/26 - 8/31/27)	Total
6 SSL Certificates (Recurring)						\$1,691.09	\$1,775.64	\$1,864.43	\$5,331.16
Total for Subscription Services Renewals (Years 6-8)						\$63,722.29	\$66,908.40	\$70,253.82	\$200,884.52
Website Redesign Services	\$41,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,840.00
Optional Services (Enhancements/Contingencies)									
City Website Services	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$140,000.00
SVP Website Services	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$140,000.00
Total Optional Services	\$0.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$280,000.00
TOTAL REVISED NOT-TO-EXCEED MAXIMUM COMPENSATION					\$983,999.52				

3. OPTIONAL SERVICES

- 3.1. Optional services not specifically covered in the Agreement and extra hours will be presented to City for approval prior to commencement of work ("Optional Work") and approval may be subject to budget appropriations, City Council's approval, City's discretion, and Granicus' scope of work.
- 3.2. Optional work outside of the scope of work of this Agreement shall be scoped by Granicus and presented to City via a written scope of work. Such additional scope of work shall commence upon the written, mutual agreement of both Parties.
- 3.3. City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Maintenance work is considered Optional Work as defined herein.

4. PAYMENT STRUCTURE

- 4.1. All work for the new services and subscriptions under this Agreement shall commence on 9/1/2019. All annual fees are due upfront. All services for Communications Cloud shall be invoiced upfront on 9/1/2019.
- 4.2. All services for govAccess (website redesign) shall be invoiced according to the following milestones:
 - 4.2.1. An initial payment equal to 40% of the total;
 - 4.2.2. A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the City;
 - 4.2.3. A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
 - 4.2.4. A payment equal to 20% of the total upon completion; provided, however that the City has completed training. If the City has not completed training, then Granicus shall invoice the City at the earlier of completion of training or 21 days after completion.