

**ADAMS COUNTY, COLORADO
SECOND AMENDMENT TO PURCHASE OF
SERVICE AGREEMENT WITH GRANICUS (2014.215)**

THIS SECOND AMENDMENT TO PURCHASE OF SERVICE AGREEMENT ("SECOND Amendment") is entered into this 31st day of January, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Granicus, Inc., located at 707 17th Street, Suite 4000, Denver, Colorado 80202, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on December 31, 2014, the County entered into a Purchase of Service Agreement for an initial term of eighteen months with Granicus, Inc.; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year to June 30, 2017.
2. The fee schedule shall be \$35,400.00.
3. The Service Agreement and this Second Amendment contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this Second Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Second Amendment, the terms, conditions, and provisions of this Second Amendment shall control.
4. The Recitals contained in this Second Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this Second Amendment is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Second Amendment or any terms, conditions,

or provisions hereof. All terms, conditions, and provisions in this Second Amendment by and on behalf of the County and the contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this Second Amendment is determined to be unenforceable or invalid for any reason, the remainder of the Second Amendment shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Second Amendment, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
COUNTY MANAGER

Todd M. Leopold
Todd Leopold

1/31/17
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

E. Hanna
Deputy Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

GRANICUS, INC.

Jason Fletcher
Print Name
Jason Fletcher
Signature

CEO
Print Title
1/18/17
Date

Granicus, Inc. Services Budgetary Quote Adams County

Proposal presented to:
Anna Forristall
Contract Administrator, Purchasing Division
Adams County

Granicus, Inc. FY Service Quote: Adams County

January 18, 2017

Dear Anna,

Ref: Effective: **July 1, 2016 – June 30, 2017**

Thank you for continuing your partnership with Granicus. We're excited to support your streaming needs. At Granicus, we recognize that a great product is only part of what keeps our clients satisfied. We also take full responsibility for maintaining and monitoring the technology that powers your solution, so that you can avoid the cost of developing a team of streaming experts. When you need us we will be there to help. Attached you will find a summary of your current services with Granicus as well as a yearly maintenance renewal.

Please contact me directly should you have any questions relating to this documentation. As always, thank you for your time and relationship with our organization.

Most Sincerely,

Kataiah Williams
AR Lead
720 240 9586 ext. 1016
Granicus, Inc.



Granicus Managed Services

Monthly Managed Service: Basic	\$1,400.00/mo
Monthly Managed Service: Legislative Management Suite	\$1,550.00/mo
Total Monthly Managed Services	\$2,950.00/mo
Grand Total: 7/1/16 – 6/30/17	\$35,400.00

Managed Services

Granicus provides a comprehensive Managed Services package with every solution to ensure long-lasting success with our technologies while maximizing your solution's performance. Our fully managed and hosted infrastructure offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive systems monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance.

The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. You also receive continual access to advanced learning tools and the hands-on support, knowledge, and expertise of our skilled Support Engineers and Customer Advocacy professionals.

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, legislative management, and training management solutions with:
 - Over 900 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen participation services
- Only provider of both government webcasting and training management services
- Access a library of peer-created government media content from over 900 Granicus users
- 97% customer satisfaction rating, 99% client retention rating
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>



Sign to accept proposal.
return to representative:

Adams County

Client Signature:

Date:

[Handwritten Signature]
1/31/17

Granicus, Inc.
707 17th Street, Suite 4000
Denver, CO 80202

Granicus, Inc.

Signature:

Date:

[Handwritten Signature]
1/12/17