

**ADAMS COUNTY, COLORADO
FIRST AMENDMENT FOR A
PERFORMANCE MANAGEMENT SYSTEM (2015.107)**

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT ("First Amendment") is entered into this 2nd day of August, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Socrata, located at 705 5th Avenue South, Suite 600, Seattle, Washington 98104, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on May 1, 2016, the County entered into a Purchase of Service Agreement with Socrata; 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 from May 1, 2016 to April 30, 2017.
2. The fee schedule shall be \$60,967.65.
3. The Service Agreement and this First 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 First 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 First Amendment, the terms, conditions, and provisions of this First Amendment shall control.
4. The Recitals contained in this First Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This First 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 First 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 First Amendment or any terms, conditions, or provisions

hereof. All terms, conditions, and provisions in this First 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 First Amendment is determined to be unenforceable or invalid for any reason, the remainder of the First 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 First 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




for Todd Leopold

2 Aug 2016


Date

ATTEST: STAN MARTIN
CLERK AND RECORDER



Deputy Clerk

APPROVED AS TO FORM:



County Attorney


SOCRATA

Dan Wassel

Print Name

CFO

Print Title



Signature

7/14/16

Date



705 5th Ave S, Suite 600
 Seattle, WA 98104
 +1 206 340 8008

Customer Name: Adams County, CO

Ship To:

Nick Kittle
 4430 South Adams County Parkway
 5th floor, Suite C500A
 Brighton, CO 80601
nkittle@adcogov.org

Account Manager	SFDC OPP #	Quote Date
Ankur Sharma	006F000000aAtCF	4/7/2016

Billing and Legal Contact

Socrata, Inc.
 705 5th Avenue South, Suite 600
 Seattle, WA 98104
 Phone: 206-340-8008
 Fax: 206-452-2010
accounts_receivable@socrata.com
contracts@socrata.com (legal notices)

Order Type:

Renewal

Pricing under this Order is only valid until: 04/30/2016 5pm PT. All fees are in USD.

Hosted Software Subscription and Support Order

A	B	C	D	E	F	G
Product Type	Description	Start Term	End Term	Per Unit Price	Quantity (Months)	Total Fee (E*F) (USD)
Open Data Portal	Usage Limits: <ul style="list-style-type: none"> • 400 data sets • Unlimited Views and Visualizations • Unlimited Open Data APIs • Native Support for Geospatial Data • Sitewide Usage Analytics 	5/1/2016	4/30/2017	Included	12	Included
Open Performance	Usage Limits: <ul style="list-style-type: none"> • 400 Data sets • 1 Public Facing Dashboard • 20 Internal Dashboards • 350 Goals • Unlimited views and visualizations 	5/1/2016	4/30/2017	Included	12	Included
OSA	See Service Description Below	5/1/2016	4/30/2017	Included	12	Included
Subtotal						\$60,967.65



705 5th Ave S, Suite 600
Seattle, WA 98104
+1 206 340.8008

Standard Conditions

1. By receipt of a signature from Customer (or receipt of a valid and correct purchase order incorporating the products and services under this proposal or quote) and acceptance by Socrata, the purchase herein becomes a binding commitment of Customer and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata rejects additional or conflicting terms of any Customer form-purchasing document. Order is effective upon the earlier of Socrata's acceptance or the Start Term in the order, whichever is earlier
2. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
3. The total fees due under this order are billable upon Order Effective Date, above, and due net 30 upon receipt of invoice without holdback, set-off, or delay on undisputed charges. Any disputes on charges under an invoice must be made within 30 days of receipt thereof to accounts_receivable@socrata.com.
4. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions

N/A

Contract Conditions

Renewal - This order is subject to the current agreement between Socrata and Customer dated 05/01/2015 and extends the term and amounts therein to include this order.

----- Signature page follows -----



705 5th Ave S, Suite 600
Seattle, WA 98104
+1 206 340 8008

Signatures

By signing below, the undersigned declares and certifies that he or she is authorized to execute this order on behalf of Customer.

Socrata, Inc.

DocuSigned by:
Dan Wassel
A8D83074EABE441...

Adams County, Colorado

Kevin Beal

Signature

Signature

Dan Wassel

Kevin Beal

Name

Name

CFO

JT Prieder

Title

Title

4/15/2016

4-15-17

Date

Date

*Approved 4/15/17
B-B DR
1057.7825*



705 5th Ave S, Suite 600
Seattle, WA 98104
+1 206.340.8008

Appendix 1: Product Descriptions

Socrata Open Data

Socrata Open Data enables governments to publish data, in a variety of intuitive and interactive forms, for use and reuse by the public.

- **Publishing Services:** APIs, a web interface, and utilities to publish data, automate the update of published data, and design metadata.
- **Discovery:** Catalog and search experience used to find data on the open data site via keyword, category, or other parameters. Includes support for the DCAT and data.JSON standards.
- **Site Analytics:** Dashboard providing insight into the usage of data, APIs, and other assets on the open data site. Includes support for Google Analytics integration and data export.
- **Site Administration:** Controls to manage user access and other basic settings of the open data site.
- **Lenses & Expressions:** Tools to create and explore interactive data visualizations, such as charts, Socrata Data Lens, and maps. Includes Socrata Data Player, an embed frame for including most Socrata visualizations on third-party sites.
- **Federation Services:** Service enabling cross-site sharing of open data site assets with other open data sites (e.g. nearby cities).
- **Socrata Open Data API:** Programmatic interface and supporting documentation for all datasets published on the open data site.
- **Open Data Network:** Connection to community of data publishers and consumers to enrich aspects of the data consumption experience. Includes federation of public data to www.opendatancity.com.
- **Unlimited consumption via mobile, desktop web, API**
- **Unlimited users**

Socrata Open Performance

Socrata Open Performance helps government organizations facilitate performance management programs by enabling users to design and publish goals, track those goals on both public and private dashboards, and provide explanatory context and additional data to support the goals.

- **Dashboard:** A public collection of related goals.
- **Goal Authoring:** Tool to easily create data-centric goals, describe desired outcomes, set success ranges, and associate related data.
- **Unlimited consumption via mobile, desktop web, API**
- **Unlimited users**



705 5th Ave S, Suite 600
Seattle, WA 98104
+1 206 310 8008

**Support (OSA "Updated OSA
to Gold Package)**

Socrata Resources: Support Specialist

Access to the Socrata Knowledge Base for online training and self-service support via the support portal at support.socrata.com

Access to email support from 6:00am to 6:00pm PT and priority phone support 24x7x365

2-hour response window during business hours

Up to 100 hours of personal and team coaching per year

Includes working with users on how to publish and curate data and visualizations

Includes ad hoc training conversations on other aspects of your Socrata products