

**THIRD AMENDMENT TO THE AGREEMENT FOR
WEBSTREAMING SOFTWARE AND HOSTING SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
GRANICUS, INC.**

This Third Amendment to the Agreement for Webstreaming Software and Hosting Services (collectively "Services") between the City of San José, a municipal corporation (hereinafter "City"), and Granicus, Inc., a California corporation (hereinafter "Contractor"), is entered into as of the City's execution date ("Effective Date"). Each of City and Contractor are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on August 9, 2010, City and Contractor entered into an agreement entitled "Agreement for Webstreaming Software and Hosting Services" ("Agreement") with a maximum compensation not to exceed \$171,000; and

WHEREAS, on October 18, 2012, City and Contractor entered into the First Amendment to make changes to the scope of services and increase compensation by \$137,750 for a revised maximum compensation of \$308,750; and

WHEREAS, on April 30, 2014, City and Contractor executed Change Order #1 to make changes to the scope of services in consideration for \$6,140 (non-incremental amount, from contingency funds already included in the contract \$308,750 not-to-exceed amount); and

WHEREAS, on May 17, 2017, the City and Contractor entered into the Second Amendment to add the eComment module and increase compensation by \$5,400 for a revised maximum compensation of \$459,710; and

WHEREAS, between July 24, 2015 and June 6, 2019, the City exercised three (3) options to extend the Agreement through August 8, 2021; and

WHEREAS, City and Contractor now desire to amend the amended Agreement to add two (2) additional two-year options for a total of five (5) option terms to extend the term through August 8, 2025;

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

SECTION 1: Section 3.2 “Option to Extend” is hereby amended in its entirety to read as set forth below:

3.2 Option to Extend

The City reserves the right to extend the term of this Agreement for five (5) additional two-year terms (“Option Periods”). City shall provide Contractor prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

SECTION 2: Section 5 “COMPENSATION” is hereby amended to read as set forth below:

5 COMPENSATION

The maximum amount payable for all products and services provided under this Agreement shall not exceed **Seven Hundred Seventy-Nine Thousand Four Hundred Sixty-Two Dollars (\$779,462)** for the Initial Term, the First, Second, and Third Amendments, and Options 1 through 3. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

SECTION 3: Section 24 “MISCELLANEOUS” is hereby amended to add Subsections 24.5 “Counterparts” and 24.6 “Use of Electronic Signatures” as set forth below:

24.5 Counterparts

This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

24.6 Use of Electronic Signatures

Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City.

SECTION 4: Third Revised Exhibit B entitled Compensation is hereby amended as set forth in the Fourth Exhibit B, which is attached hereto and incorporated herein.

SECTION 5: All terms and conditions of the Agreement not specifically modified by this Third Amendment shall remain in full force and effect.

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WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names below.

City of San José (“City”)
a municipal corporation

Granicus, Inc.
a California corporation

By _____
Jennifer Cheng
Deputy Director, Finance
Date: _____

By _____
Kelly Oliver
Vice President of Contracts
Date: _____

APPROVED AS TO FORM:

Rosa Tsongtaarii
Senior Deputy City Attorney

By _____
Raj Amin
Chief Financial Officer
Date: _____

FOURTH REVISED EXHIBIT B COMPENSATION

1 Maximum Compensation

The maximum amount payable for all products and services provided under this Agreement shall not exceed **Seven Hundred Seventy-Nine Thousand Four Hundred Sixty-Two Dollars (\$779,462)** for the Initial Term, the First, Second, and Third Amendments, and Options 1 through 3. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

Item	Milestone/Deliverables	Term	Not to Exceed Amount per Year*
Initial Term	Year 1 (including City Managed Server)	8/9/10 – 8/8/11	\$26,700
	Year 2 (including City Managed Server)	8/9/11 – 8/8/12	\$26,700
	Year 3 (including City Managed Server)	8/9/12 – 8/8/13	\$52,200
	Year 4 (including City Managed Server)	8/9/13 – 8/8/14	\$57,500
	Year 5 (including City Managed Server)	8/9/14 – 8/8/15	\$63,240
Total Annual Payments (Initial Term)			\$226,340

One Time	Professional Services/Implementation Costs for Services as defined in Revised Exhibit A-1	\$23,050
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Additional Bandwidth	Additional bandwidth as required for special live cam broadcasting in excess of 1000 GB per month shall be billed at a rate of \$0.30/GB.	\$37,500
Additional Services (Amendment #1)	Contingency amount available for additional services authorized through change orders (reduced from \$28,000 in Change Order #1)	\$21,860
Option #1	Exercise of Option through August 8, 2017**	\$145,560
Amendment #2	One Year Pilot of eComment (which may be extended by City at the same rate of \$450/month)	\$5,400
Option #2	Exercise of Option through August 8, 2019**	\$153,332
Option #3	Exercise of Option through August 8, 2021**	\$166,420

Maximum Contract Compensation	\$779,462
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* A breakdown of the annual cost, including unit cost, is provided in the detailed price list below, Table B-1.

Future Options (Subject to Notice of Exercise of Option to Extend Agreement)		
Option	Term	Total Not to Exceed**
Option #4	August 9, 2021 through August 8, 2023	\$147,805
Option #5	August 9, 2023 through August 8, 2025	\$152,239

**Total costs not to exceed for each two-year option term to be paid at the beginning of each option year in two equal payments.

2 Payment Schedule

- 2.1 City shall pay by calendar quarter, in advance, for all recurring/annual payments as listed above.
- 2.2 City shall pay in arrears for any additional bandwidth requirements that may be required as defined below.
- 2.3 For all professional/implementation services, City shall pay within 30 days of a properly submitted invoice for the satisfactory completion of the following milestones as follows:

Receipt, installation, and configuration of Granicus 2 encoding appliances	\$6,000
City's acceptance of final site design	\$5,000
City's final acceptance that all services were performed and all additional functionality delivered as described in Exhibit A-1	\$12,050
Total for Professional Services and Implementation Costs	\$23,050

3 Renewal Period Compensation

Pursuant to Section 3.2 of the Agreement, the City reserves the right to extend the term of this Agreement for five additional two-year terms ("Option Periods") upon acceptance of renewal quote for Ongoing Services. Contractor shall provide a renewal quote no later than 30 days prior to expiration of the then-applicable term. In no event, shall the renewal quote for Ongoing Services for the option periods increase by more than 3% per Option Period over the prior year's fees.

4 Additional Bandwidth

Additional bandwidth as may be required for special live-cam event broadcasting in excess of 1000GB per month shall be billed at \$0.30 GB. In the event City approaches 1000GB per month, Contractor shall provide weekly usage reporting at the end of each week and upon mutual agreement make adjustments to viewing session duration, bit rate, and hours of operation to assist City in containing budget. Should efforts to reduce bandwidth prove inadequate and potential usage in one month exceed Seven Thousand Five Hundred Dollars (\$7,500), the City reserves the right to terminate broadcasting of the live special event causing the overage until the beginning of the next month whereby the bandwidth will be reset.

Table B-1: Price List

Description	Quantity	Unit Price /UM	Extended Price
Hardware & Software			
On-site/On Premise Server	0	\$0	\$0
MediaManager Single User Access	12 months	\$370	\$4,440
MediaManager Multi User Access	12 months	\$95	\$1,140
Outcast Encoder #1	12 months	\$80	\$960
Outcast Encoder #2	12 months	\$80	\$960
Outcast Encoder #3	12 months	\$80	\$960
Audio Podcasting Service #1	12 months	\$100	\$1,200
Audio Podcasting Service #2	12 months	\$100	\$1,200
Subtotal Hardware/Software		\$905	\$10,860
Professional Services			
1. Initial Setup:			
- Installation	0	\$0	\$0
- Customization of Views	0	\$0	\$0
2. Training (x session(s) @ x hours each). By user Group (IT, City Clerk, Video Production Staff)	0	\$0	\$0
- Future Training (as required)	8 hours	\$200	\$1,600
On-Going			
- Hosted Distribution & Storage	12 months	\$750	\$9,000
Transition Costs (New Contractor Only)	0	\$0	\$0
City-Managed Server	12 months	\$570	\$6,840
TOTAL (not to exceed annual fee)**			**\$26,700

**Does not reflect allowable, City-approved price increases, and added products and services.

Description	Quantity	Unit Price /UM	Extended Price
Additional Bandwidth (Web Cam) >1000 GB per month	1GB	\$0.30	
Additional Services as described in Sections 1-4 of Revised Exhibit A-1 (First Amendment)	34 months	\$2,550	\$86,700
Implementation and Professional Services as described in Section 4 of Revised Exhibit A-1 (First Amendment)	1 lot		\$23,050
New Encoder incremental processing (Change Order #1)	13 months	\$200	\$2,600
Boards & Commissions Software & Hosting (Change Order #1)	12 months	\$1,000	\$12,000
eComment for One Year Pilot, unless otherwise extended by City (Addendum #1 to Exhibit A, Second Amendment)	12 months	\$450	\$5,400