

BOS AGREEMENT # 17-001

**THIRD AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN  
GRANICUS, INC. AND THE COUNTY OF MENDOCINO, CA**

This Third Amendment to the Granicus, Inc. Service Agreement dated January 10, 2017 is made and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the County of Mendocino, CA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated June 24, 2014 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add the Granicus encoder as detailed in the Proposal dated November 3, 2016, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include an additional two hundred and seventy-five dollars (\$275.00) per month as detailed in Exhibit A. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. Except as amended by this Third Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this Third Amendment and the documents comprising the Agreement, the inconsistency shall be resolved by giving precedence to the documents in the following order:
  - A. Paragraphs set forth in the body of this Third Amendment
  - B. Paragraphs set forth in the body of the Agreement

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed by their duly authorized representatives,

**MENDOCINO COUNTY**

**GRANICUS, INC.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

12/21/16

By: \_\_\_\_\_

Jason Fletcher  
CEO

Date: \_\_\_\_\_

12/30/16

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW: Executive Office

DEPARTMENT HEAD [Signature] DATE 11/18/16

Budgeted: ☐ Yes ☐ No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: [Signature]  
John McCawen, Chair  
BOARD OF SUPERVISORS JAN 10 2017

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy JAN 10 2017

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy JAN 10 2017

INSURANCE REVIEW:

RISK MANAGER

By: [Signature]  
ALAN D. FLORA, Risk Manager

CONTRACTOR/COMPANY NAME

By: [Signature]

NAME AND ADDRESS OF CONTRACTOR:

Granicus

707 17<sup>th</sup> Street, Suite 4000

Denver, CO 80202

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: [Signature]  
Deputy

FISCAL REVIEW:

By: [Signature]  
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]  
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ \_\_\_\_\_

**Investment**

Product Name	Up-Front
Granicus Encoding Software	\$100.00
Upgrade to SDI 720p	\$175.00
<b>Total</b>	<b>\$275.00</b>

Quote Expires December 31, 2016



### **Terms**

Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality

Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of that product.

Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined below. Client Shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

For existing clients, the costs associated with this proposal or purchase order are in addition to client's existing services.

If Client's solution requires any onsite training, Client agrees to pay travel expenses for Granicus employees (including but not limited to airfare, lodging, meals) not to exceed two thousand dollars (\$2,000.00) per trip.

If multiple products are included in this proposal, product scope of work timelines might not run parallel to each other and extend the time of the overall project.