

**FIFTH AMENDMENT  
TO GENERAL SERVICES AGREEMENT NUMBER F000308  
WITH GRANICUS, INC.**

This Fifth Amendment to Agreement number F000308, dated January 26, 2012 ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Santa Rosa, a municipal corporation ("City"), and Granicus, Inc., a California Corporation ("Contractor").

**RECITALS**

- A. City and Contractor entered into the Agreement for Contractor to provide Public Meeting Video Streaming, Archiving, Agenda Management Solution Services, and Boards and Commissions Services, as previously amended by the First, Second Third and Fourth Amendments that added services, increased compensation and extended the term of the Agreement.
- B. City and Contractor now desire to amend the Agreement for the purpose of providing funds for previously approved services in the amount of \$45,430.00, adding Closed Captioning services (\$130,000.00 for 5 years), and extending the term of the Agreement for an additional five (5) years, thru December 31, 2021, for a combined total of \$423,230.00.

**AMENDMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

**1. SCOPE OF SERVICES**

Exhibit B and Attachment Two to the Agreement, Exhibit B-1 to the Third Amendment, and Exhibit B-2 to the Fourth Amendment, are supplemented by Exhibit B-3 to this Amendment.

**2. TERM OF AGREEMENT/TIME OF PERFORMANCE**

Section 3 of the Agreement is hereby amended to read as follows:

**TERM OF AGREEMENT/TIME OF PERFORMANCE**

CONTRACTOR shall begin work after receipt of a Notice to Proceed from CITY. CONTRACTOR shall thereupon work diligently and in accordance with the timelines set forth in Exhibit "C". The term of this agreement shall end on December 31, 2021.

**3. COMPENSATION**

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by Four Hundred Twenty Three Thousand Two

Hundred Thirty Dollars and no cents (\$423,230.00) to read as follows:

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of Five Hundred Ninety Thousand Six Hundred Fifteen Dollars and no cents (\$590,615.00) which includes the amount of Forty Five Thousand Four Hundred Thirty Dollars and no cents (\$45,430.00) approved by the terms of the original Agreement and paid for services received in 2016. The Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

**CONTRACTOR:**

**CITY OF SANTA ROSA**

a Municipal Corporation

Name of Firm: Granicus, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other (please specify: \_\_\_\_\_)

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signatures of Authorized Persons:*

APPROVED AS TO FORM:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

\_\_\_\_\_

Attachment: Exhibit B-3 – Proposal for Closed Captioning services

# Monthly Recurring Closed Captioning Proposal

**PRESENTED BY:** Josh Hurni, Granicus

**PRESENTED TO:** Santa Rosa, CA

**DELIVERED ON:** November 18, 2016

**EXPIRES ON:** December 30, 2016

## Pricing Table

SOFTWARE-AS-A-SERVICE			
Name	Qty.	Unit (Monthly)	Total (Monthly)
Recurring Meeting Services	1.0 Hour(s)	\$2,166.67	\$2,166.67
Total Software Monthly Cost:			\$2,166.67

Name	Qty.	Unit (Upfront)	Total (Upfront)
Total Upfront Cost:			\$0.00

PROPOSAL TOTAL COSTS	
Total Upfront Cost:	\$0.00
Total Monthly Cost:	\$2,166.67

## Proposal Terms and Conditions

Any Live Captioning that exceeds 200 hours at the end of the year will be charged at a rate of \$135.00/Hr in half hour increments.

All Meetings will incur one hour minimum.

Cancellations within 24 hrs will be charged 1 hour minimum.

Caption reservations should be reserved two weeks in advance.

Real Time Captions are provided at an 98% accuracy readability rating

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.