

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **GRANICUS, LLC**, a California corporation registered to do business in Colorado, whose address is 1999 Broadway, Denver, Colorado 80202 (the “Contractor” or “Granicus”), jointly (“the Parties”).

RECITALS:

WHEREAS, the City and Granicus entered into an Agreement effective 05/15/2016 (the "Agreement");and

WHEREAS, in October 2016, GovDelivery, Inc. and Granicus, Inc. were acquired and merged; and

WHEREAS, the operating entity moving forward for Granicus, Inc. is Granicus, LLC; and

WHEREAS, Granicus, LLC desires to accept and assume all of Granicus, Inc.'s rights, duties, benefits, and obligations under the Agreement; and

WHEREAS, the City desires to consent to such assumption; and

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

1. Granicus, LLC accepts and assumes all rights, duties, benefits, and obligations of the Agreement, including all existing and future obligations to perform under the Agreement.

2. All references to Granicus, Inc., under the Agreement, shall hereinafter be referred to as Granicus, LLC.

3. The City hereby consents to the foregoing assumption.

4. Compensation shall be amended to include the fees detailed in Exhibit A-1.

5. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

6. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail. The Parties entered into an Agreement dated May 16, 2016 (the “Agreement”) for the continual use and support of the Legislative Information System software supporting City Council.

7. All references to “...Exhibit A...” in the Agreement shall be amended to read: “...Exhibit A and A-1...” as applicable. The scope of work marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference.

8. Section 19 of the Agreement entitled **TERM** is amended to read as follows:

“19. **TERM**: The term of the Agreement is from May 15, 2016 through May 15, 2024.”

9. Section 20 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph 20.4.1 entitled “**Maximum Contract Liability**” is amended to read as follows:

“20. **COMPENSATION AND PAYMENT**:

20.4.1 Maximum Contract Liability: Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED SIXTY THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND THIRTY SIX CENTS (\$660,668.38)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.”

10. Section 23 of the Agreement entitled **EXAMINATION OF RECORDS** is amended to read as follows:

“23. **EXAMINATION OF RECORDS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all time comply with D.R.M.C. 20-276.”

11. A new Section 53, **ON-CALL SERVICES**, is added to the Agreement which reads:

“53. ON-CALL SERVICES: The Contractor, under the general direction of, and in coordination with City’s Chief Information Officer, or other designated supervisory personnel (the “Manager”), shall diligently perform any and all authorized services required under this Agreement. The Contractor will provide specialized professional services to support the provisioning of technology services to the City and its constituents. The City shall authorize specific assignments for the Contractor by placing a written service order signed by the Manager and the Contractor (the “Order”) describing in sufficient details the services and/or deliverables and rates to be provided. The City and the Contractor may also enter into flat rate Orders when those are in the best interest of the City as determined by the Manager. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order.”

12. As herein amended, the Agreement is affirmed and ratified in each and every particular.

13. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: TECHS-202158263-01 (201627891-01)
Contractor Name: GRANICUS INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202158263-01 (201627891-01)
GRANICUS INC

By: 
C74DBC8D13A44E0...

Name: Jessica Yang
(please print)

Title: Manager of Business and Contracts
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Denver City and County, CO

Exhibit A

ORDER DETAILS

Prepared By: Olivia Rockwell
Phone:
Email: olivia.rockwell@granicus.com
Order #: Q-140179
Prepared On: 04/30/2021
Expires On: 05/15/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 05/15/2021
Initial Order Term End Date: 05/15/2024
Period of Performance: 05/16/2021 - 05/15/2022



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar Training Database	Annual	1 Each	\$1,890.00
VoteCast Classic Package with Hardware (TouchScreen) (ME)	Annual	1 Each	\$27,089.99
Meeting Efficiency Suite	Annual	1 Each	\$12,600.00
Legistar Add-On - MuniCode Integration	Annual	1 Each	\$1,260.01
Legistar	Annual	1 Each	\$18,900.01
Citizen Participation Suite	Annual	1 Each	\$10,495.79
SUBTOTAL:			\$72,235.80



FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	05/16/2022 - 05/15/2023	05/16/2023 - 05/15/2024
Legistar Training Database	\$1,984.50	\$2,083.73
VoteCast Classic Package with Hardware (TouchScreen) (ME)	\$28,444.49	\$29,866.71
Meeting Efficiency Suite	\$13,230.00	\$13,891.50
Legistar Add-On - MuniCode Integration	\$1,323.01	\$1,389.16
Legistar	\$19,845.01	\$20,837.26
Citizen Participation Suite	\$11,020.58	\$11,571.61
SUBTOTAL:	\$75,847.59	\$79,639.97

PRODUCT DESCRIPTIONS

Solution	Description
Legistar Training Database	Legistar training database allows the customer to have one additional Legistar training database and InSite environment to use for testing and training.
VoteCast Classic Package with Hardware (TouchScreen) (ME)	VoteCast Classic Package with Hardware (TouchScreen) (ME) is the bundle for VoteCast installed on Dell CPUs and ELO Touchscreens that allows elected officials to vote during a meeting. This is a more permanent installation in that the CPUs and Touchscreens are usually mounted or attached to the dais of a meeting room.
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Legistar Add-On - MuniCode Integration	Legistar Add-On - MuniCode Integration is for the Legistar\MuniCode integration which allows a user on InSite to search Legistar and MCC information simulataneously via a federated search. Searching on a key word will return results from both systems.

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Citizen Participation Suite	<p>The Granicus Citizen Participation suite provides the ability to involve the community throughout the legislative process and produce better outcomes. The Citizen Participation suite also reduces staff time by providing the ability to effortlessly collect, manage, and prioritize citizen input. The software provides a convenient way for citizens to voice their feedback and participate online. Granicus Citizen Participation includes:</p> <ul style="list-style-type: none"> • Unlimited user signup • SpeakUp tool • eComment tool • Ability for citizens to sign up and participate in online projects, discussions, forums, ideas, surveys, and meetings • Spam protection through CAPTCHA • Profanity filters • Role permissions for administrators • Idea module • Discussion module • Forum module • Projects module • Survey module • Meetings module • Reporting on a module by module basis • Ability to request, speak, or comment on agenda items