

**AMENDMENT #5 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
GRANICUS (GOVDELIVERY, INC.)**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Granicus (formerly GovDelivery, Inc.), hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for a Software as a Service (SaaS) solution for email subscription services on October 17, 2013; and

WHEREAS, on October 20, 2015, the parties executed an Amendment to the Agreement to extend the term through October 31, 2016, and increase the amount by \$45,423, for a not to exceed amount of \$130,683; and

WHEREAS, on October 4, 2016, the parties executed an Amendment to the Agreement to extend the term through October 31, 2017, and increase the amount by \$49,965.30, for a not to exceed amount of \$180,648.30; and

WHEREAS, on October 17, 2017, the parties executed an Amendment to the Agreement to extend the term through October 31, 2018, and increase the amount by \$54,961.83, for a not to exceed amount of \$235,610.13; and

WHEREAS, the parties wish to amend the Agreement for continued e-mail subscription services, extending the term through October 31, 2019, and increasing the amount by \$58,809.16, for a not to exceed amount of \$294,419.29.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2 of the agreement is amended to read as follows:

Contract Term. The term of this Agreement shall be from November 1, 2013 to October 31, 2019, unless terminated earlier by the County with 90 day written notice.

2. Section 3 of the agreement is amended to read as follows:

Payments. In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **Two Hundred Ninety-Four Thousand, Four Hundred Nineteen Dollars and Twenty-Nine Cents (\$294,419.29).**

3. Original Exhibit A, Section 2 is amended to read as follows:

Amount and Method of Payment

**Total amount due for the 11/1/2018-10/31/2019 period is \$58,809.16.
Invoice is to be submitted on an annual basis during this period.**

Total amount due for the 11/1/2017-10/31/2018 period is \$54,961.83.
Invoice is to be submitted on an annual basis during this period.

Total amount due for the 11/1/2016-10/31/2017 period is \$49,965.30.
Invoice is to be submitted on an annual basis during this period.

The County will submit payment within Net thirty (30) days of receipt of invoice.

The invoice will include the following:

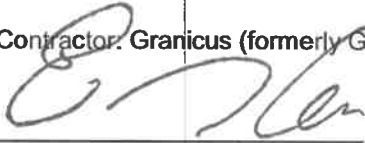
- Agreement Number
- Actual services performed and amount billed
- The net amount for which payment is due

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

4. **All other terms and conditions of the agreement dated October 17, 2013, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Granicus (formerly GovDelivery, Inc.)



Contractor Signature

11/8/18

Date

Eric Gibson

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board