

**AMENDMENT NO. 6 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
GRANICUS 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 Inc. (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 E-mail 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, on November 13, 2018, the parties executed an amendment to the Agreement to extend the term through October 31, 2019, and increase the amount by \$58,809.16, for a not to exceed amount of \$294,419.29; and

WHEREAS, the parties wish to amend the Agreement to for continued E-mail Subscription services and additional Communications Cloud services, extending the term through October 31, 2022, and increasing the amount by \$203,935.47 for a not to exceed amount of \$498,354.76.

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, 2022, 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 **Four Hundred Ninety-Eight Thousand, Three Hundred Fifty-Four Dollars and Seventy-Six Cents (\$498,354.76).**

3. Original Exhibit A, Section 1 is amended with the addition of the following:

As of November 1, 2019, Contractor's ongoing services will be reflected in the Communications Cloud services description below:

The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:

- Unlimited email sends with industry-leading delivery and management of all bounces
- Support to upload and migrate existing email lists
- Access to participate in the GovDelivery Network
- Ability to send mass notifications to multiple devices
- 24/7 system monitoring, email and phone support during business hours, auto- response to inbound
- messages from end users, and emergency support
- Text-to-subscribe functionality
- Up to 2 Web-hosted training sessions annually
- Up to 50 administrators
- Up to 1 GovDelivery account(s)
- Access to a complete archive of all data created by the client for 18 months (rolling)
- Up to 3 hours of message template and integration development
- Up to 200 subscription topics
- Up to 100,000 SMS/text messages per year from a shared short code within the United States*

*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.

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

Amount and Method of Payment

**Total amount due for the 11/1/2021-10/31/2022 period is \$71,320.81.
Invoice is to be submitted on an annual basis during this period.**

**Total amount due for the 11/1/2020-10/31/2021 period is \$67,924.58.
Invoice is to be submitted on an annual basis during this period.**

**Total amount due for the 11/1/2019-10/31/2020 period is \$64,690.08.
Invoice is to be submitted on an annual basis during this period.**

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.

5. **All other terms and conditions of the Agreement dated November 1, 2013, and as amended, 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 Inc.


Contractor Signature

9-12-19
Date

Dawn Kubat, VP of Legal
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board