

**AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & GRANICUS INC.**

THIS AMENDMENT (Amendment No. 2) to STANDARD AGREEMENT A-12700 (Agreement) is made an entered into by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as “County” AND **Granicus, Inc**, hereinafter referred to as CONTRACTOR.

WHEREAS, on or about July 1, 2014 the County and CONTRACTOR entered into a contract to facilitate the streaming and distribution of live and archived digital media content and agenda management, software maintenance and support and software hosted licensing for the Legistar Enterprise and Granicus Open Platform; and,

WHEREAS, on or about July 1, 2014, the County and CONTRACTOR entered into Amendment No. 1 to the Agreement (Amendment No. 1) to add the Boards and Commissions Application online tool for the provision of the Boards and Commissions module to the existing software hosted licensing application and to increase the Agreement amount to compensate CONTRACTOR for that added service; and,

WHEREAS, the County and CONTRACTOR now agree to this Amendment No. 2, effective May 1, 2015 to replace the Stream Replicator product and its support and maintenance with the Virtual Performance Accelerator product and its support and maintenance and to increase the Agreement amount to compensate CONTRACTOR accordingly:

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT with this Amendment No. 2 in the following manner:

1. All references to Exhibit A in the Agreement and to Exhibit A-1, in Amendment No. 1, shall be deleted in their entirety and shall be replaced with Exhibit A-2.
2. Section 15, in the Agreement, and paragraph 2, in Amendment No. 1 shall be deleted in their entirety and replaced with, “This Agreement consists of this Service Agreement as well as the following Exhibits, which are incorporated herein by reference as indicated:

Exhibit A-2: Summary of Charges
Exhibit B Support Information
Exhibit C Trademark Information
Exhibit D Termination or Expiration Options Regarding Content

3. If there is any conflict or inconsistency between the provisions of the AGREEMENT, Amendment No. 1, or this Amendment No. 2, the provisions of this Amendment No. 2 shall govern. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT, as it may have been previously amended. Except as provided herein and by Amendment No. 1, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.