

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND GRANICUS, INC.

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (the "City") and Granicus, Inc., a California corporation (the "Contractor") (collectively, the "Parties") is hereby entered into as of January 1, 2020 ("Effective Date").

RECITALS

A. On February 1, 2018, the City and the Contractor entered into a Professional Services Agreement for the Contractor to provide streaming media solutions that include hardware, software, automated indexing capabilities, voting systems, website page design and integration with City Council agenda, a meeting minutes module, and related support services (the "Agreement").

B. On February 1, 2019, the Agreement was amended to extend the term, increase the maximum compensation to be paid to the Contractor (the "Maximum Compensation"), and modify the services to be performed by the Contractor (the "Services").

C. The Parties now desire to further amend the Agreement to extend the term, increase the Maximum Compensation, clarify the Parties' rights to certain information and documents, update the City's contact information, and modify the Services.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2 of the Agreement is hereby amended to extend the term of the Agreement through December 31, 2020 unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation by \$90,363.77.

Section 3. Section 6.C of the Agreement is hereby amended to read as follows:

"C. All Data required to be furnished to the City in connection with this Agreement shall become the City's property, and the City may use all or any portion of the Data submitted by the Contractor as the City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become the

City's sole property and may be used, reused or otherwise disposed of by the City without Contractor's permission. The Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by the Contractor.

- i) The City retains the right to access and retrieve City Content / Data stored on the Contractor's infrastructure at its sole discretion up to the date of termination of the Agreement. Upon execution of this Agreement, the Contractor will make available to the City the complete and secure download file(s) of City Data (in whole and/or in parts) in a format acceptable by the City. The Data formats include, but are not limited to, plain text files, extensible markup language, and javascript object notation. The City Data stored in binary formats, including but not limited to portable document format, JPEG, and portable network graphics files, shall be reproducible in the same format in which it was stored/loaded in the Contractor's licensed software product. This reusable copy must be made available in a documented and non-proprietary format, with a clearly defined data structure.
- ii) The Parties agree that upon the termination of Services, at the choice of the City, the Contractor shall return all the Data transferred and the copies thereof to the City or shall destroy all the Data and certify to the City that it has done so.
- iii) The Contractor shall report to the City in writing any use or disclosure of City Data not authorized by this Agreement or otherwise authorized in writing by the City, including any reasonable belief that an unauthorized individual has accessed the City Data. The Contractor shall make the report to the City immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after the Contractor reasonably believes there has been such unauthorized use or disclosure. The Contractor's report shall identify: (a) the nature of the unauthorized use or disclosure; (b) the City Data used or disclosed; (c) who made the unauthorized use or received the unauthorized disclosure; (d) what the Contractor has done or shall do to mitigate any damaging effect of the unauthorized use or disclosure; and (e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the City.
- iv) The Contractor agrees to store and process City Data only in the continental United States."

Section 4. Section 15 of this Agreement is hereby amended to replace "Sanford W. Taylor" with "Information Technology Director or His/Her Designee".

Section 5. Exhibit B ("Scope of Services") of the Agreement is hereby replaced with the attached Exhibit A to this Amendment No. 2 to modify the Services.

Section 6. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown below.

[Signatures begin on next page]

CITY OF MANHATTAN BEACH

GRANICUS, INC. (CONTRACTOR)

By: _____
Bruce Moe, City Manager

By:  _____
Its: Eric Gibson, CFO

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:

Quinn M. Barrow, City Attorney

EXHIBIT A
SCOPE OF SERVICES AND PAYMENT SCHEDULE

Payment Schedule

- Subscription Fees (renewing and new subscriptions):
 - Billed on an annual basis
- One-Time Fees:
 - Up front as identified on the subscription services table below;
 - Milestones 40/20/20/20 when applicable:
 - An initial payment equal to 40% of the total;
 - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client;
 - A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
 - A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

Granicus Contact**Name:** Thomas Raville**Phone:** 415-408-7931**Email:** thomas.raville@granicus.com**Proposal Details****Quote Number:** Q-86208**Prepared On:** 11/19/2019**Valid Through:** 12/31/2019**Tier:** Up to 5000 Subscribers**Pricing****Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)**Currency:** USD**Current Subscription End Date:** 12/31/2019**Period of Performance:** 1/1/2020 - 12/31/2020**Domains Included for the Communications Cloud**

The subscription includes the following domain(s) and subdomain(s): www.citymb.info

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess Developer Toolkit Set-up & Config	Upon Delivery	1	\$0.00
govAccess Developer Toolkit Technical Training	Upon Delivery	1	\$0.00
Active Directory Integration	Milestones - 40/ 20/20/20	1 Each	\$4,000.00
govAccess - License Modification and Version Update	Up Front	1	\$4,000.00
Customizations (Non-recurring)	Milestones - 40/ 20/20/20	1 Each	\$1,600.00
Communications Cloud - Setup and Configuration	Up Front	1 Each	\$0.00
SUBTOTAL:			\$9,600.00

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Communications Cloud - Online Training	Up Front	1 Each	\$0.00
Legistar - Onsite Training	Upon Delivery	1 Days	\$0.00
SUBTOTAL:			\$9,600.00

Annual Fees for Renewing Subscriptions					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
govAccess Plus Edition*	1/15/2020 to 12/31/2020	Annual	1 Each	\$23,639.28	\$22,770.35
Portable Encoder	1/1/2020 to 12/31/2020	Annual	1 Each	\$2,696.40	\$2,696.40
Government Transparency Suite	1/1/2020 to 12/31/2020	Annual	1 Each	\$20,552.50	\$20,552.50
Government Transparency Managed Services Hardware (GT)	1/1/2020 to 12/31/2020	Annual	1 Each	\$0.00	\$0.00
VoteCast Station for Meeting Efficiency Suite (ME)	1/1/2020 to 12/31/2020	Annual	1 Each	\$0.00	\$0.00
Meeting Efficiency Suite	1/1/2020 to 12/31/2020	Annual	1 Each	\$0.00	\$0.00
Open Platform Suite	1/1/2020 to 12/31/2020	Annual	1 Each	\$4,074.93	\$4,074.93
Legistar	1/1/2020 to 12/31/2020	Annual	1 Each	\$2,699.77	\$2,699.77
VoteCast Package for Meeting Efficiency Suite (7 seats)	1/1/2020 to 12/31/2020	Annual	1 Each	\$8,008.31	\$8,008.31
Citizen Participation Suite	1/1/2020 to 12/31/2020	Annual	1 Each	\$0.00	\$0.00
SUBTOTAL:				\$69,335.14	\$67,713.77

*Client has paid for govAccess Plus Edition through 1/14/2020.

Annual Fees for Renewing Subscriptions					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
Granicus Encoding Appliance Software (GT)	1/1/2020 to 12/31/2020	Annual	1 Each	\$1,260.00	\$1,260.00
Performance Accelerator Suite	1/1/2020 to 12/31/2020	Annual	1 Each	\$2,520.00	\$2,520.00
Upgrade to SDI 720p Streaming	1/1/2020 to 12/31/2020	Annual	1 Each	\$1,260.00	\$1,260.00
govAccess - Maintenance, Hosting, & Licensing Fee - Pulse**	4/15/2020 to 12/31/2020	Annual	1 Each	\$2,623.95	\$1,871.51
SUBTOTAL:				\$69,335.14	\$67,713.77

***Client has paid for govAccess - Maintenance, Hosting, & Licensing Fee - Pulse through 4/14/2020.*

Annual Fees for New Subscriptions					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
govAccess Developer Toolkit	1/1/2020 to 12/31/2020	Annual	1	\$6,650.00	\$6,650.00
govAccess - Maintenance, Hosting, & Licensing Fee - Core	1/1/2020 to 12/31/2020	Annual	1 Each	\$6,400.00	\$6,400.00
Communications Cloud***	1/1/2020 to 12/31/2020	Annual	1 Each	\$0.00	\$0.00
SUBTOTAL:				\$13,050.00	\$13,050.00

****Pricing for Communications Cloud is only valid through 12/31/2020. If contract is extended past 12/31/2020, subscription pricing for Communications Cloud will be increased to \$6,000.00 for the term from 1/1/2021 - 12/31/2021.*

Prorated Annual Fees for Renewing Subscriptions : \$67,713.77

One Time Fees : \$9,600.00

Annual Fees for New Subscriptions : \$13,050.00

SUBTOTAL: \$90,363.77

Product Descriptions	
Name	Description
govAccess Plus Edition	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization - DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess Developer Toolkit	The govAccess Developer Toolkit puts control back in the hands of technical staff while providing content contributors the ease of use and speed to adapt they have grown to expect. Agencies can quickly and easily create new digital experiences for constituents across any device, any time. All of this grows with your organization. From 1 to 100 websites, the Developer Toolkit covers agencies with a single web platform. The Developer Toolkit includes core functionality such as: • Microsite Builder • Design Studio • Content SDK
govAccess Developer Toolkit Set-up & Config	Implementation includes: • Installing Developer Toolkit in govAccess CMS • Quality assurance (QA) testing • Access to online training documentation around advanced account functions and capabilities • Access to an implementation consultant for up to 30 days following installation
Portable Encoder	Ongoing Service fee for Portable Encoder hardware.
govAccess Developer Toolkit Technical Training	Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.

Product Descriptions	
Name	Description
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Active Directory Integration	Includes integrating Active Directory (AD) with the govAccess CMS. This will let AD accounts log-in to the govAccess CMS backend and/or govAccess CMS Extranet. Client commitments required: AD currently in use server to install the govAccess AD web service from client provided sub-domain and SSL certificate.
govAccess - License Modification and Version Update	Contractor will convert legacy visionLive Enterprise and visionCMS licenses to govAccess Core. Included with this conversion is the incorporation of all monthly CMS updates and enhancements released subsequently to the launch of the client's website.
Government Transparency Managed Services Hardware (GT)	The managed equipment solution offers an encoding appliance that is fully managed and maintained by Granicus.
Customizations (Non-recurring)	The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular client and can potentially conflict with visionLive updates. Transfer from customer hosting to Granicus hosting for Intranet.

Product Descriptions	
Name	Description
Communications Cloud	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 100 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.

Product Descriptions	
Name	Description
Meeting Efficiency Suite	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, 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 or HTML, and publish online with the click of a button. Meeting Efficiency includes: • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • 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 • One MS Word or HTML minutes template (additional templates can be purchased if needed)
Communications Cloud - Setup and Configuration	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 setup and configuration includes: • The implementation consultant will be assigned to Recipient during the setup process for up to 90 days • Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the GovDelivery Network, Automation, Mobile and Analytics • Up to 2 Web-hosted training sessions that must be used within 180 days of Kickoff • Up to 5 hours of message template and integration development that must be used within 90 days of Kickoff
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Communications Cloud - Online Training	Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.

Product Descriptions

Name	Description
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Configuration services for one meeting body\type • One Legistar database • One InSite web portal • Design services for one agenda report template • Design services for one minute's report template
Legistar - Onsite Training	Legistar - Onsite Training is for onsite training for Legistar, which allows clients to have a Granicus trainer onsite to show them how to use the system. Onsite Training includes travel, meals and lodging expenses.
Citizen Participation Suite	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: • 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

Product Descriptions	
Name	Description
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Performance Accelerator Suite	Performance Accelerator Suite provides the ability to utilize the performance accelerator within a network. Requires Performance Accelerator or Virtual Performance Accelerator to distribute video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
govAccess - Maintenance, Hosting, & Licensing Fee - Pulse	Pulse is a community engagement platform integrated with the govAccess CMS that will enable the client to gauge the public's opinion on important issues and turn their feedback into actionable results.