SECOND AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN GRANICUS, INC. AND THE CITY OF PEMBROKE PINES, FL

This Second Amendment to the Granicus, Inc. Service Agreement is dated January 8, 2018, and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the City of Pembroke Pines, FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated October 11, 2016 (the "Agreement") [as amended by that certain First Amendment dated December 20, 2016]; and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in the quote dated November 13, 2017, which is attached as Exhibit A and incorporated herein by reference;

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

- 1. Compensation shall be amended to include an additional twelve thousand six hundred dollars (\$12,600.00) per year as detailed in Exhibit A. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
- 2. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
- 3. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives,

CITY OF PEMBROKE PINES, FL	GRANICUS, INC.
By Rarles & Dodge	By: Mark Hynes CEO
Date: 1/8/2018	Date:

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED:______



Procurement Vehicle: Direct In Support of: Pembroke Pines, FL

Quote Number: Q-17903

Quote Prepared On: 11/13/2017 Quote Valid Through: 1/31/2018

Payment Terms: Net 30

Granicus Contact:

Name: Nicholas Levine Phone: +1 3035940854

Email: nicholas.levine@granicus.com

ANNUAL SUBSCRIPTION FEE

Product Name	Product Description	Invoice Schedule	Quantity	Annual Total
Recurring Captioning Services	Recurring Real-Time Closed Captioning.	Annual	90 Hours	\$12,600.00
			TOTAL:	\$12,600.00

TERMS AND CONDITIONS

- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of *Pembroke Pines, FL* to provide applicable exemption certificate(s).

Q-17903: 11/13/2017