



City of Pembroke Pines

**EIGHTH AMENDMENT TO THE
GRANICUS SERVICE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
GRANICUS, LLC**

THIS AMENDMENT (“Eighth Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "Client",

and

GRANICUS, LLC, a Limited Liability Company as listed with the Florida Division of Corporations, with a business address of **408 Saint Peter St., Suite #600, St. Paul, MN 55102**, hereinafter referred to as "Granicus". "Client" and "Granicus" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **October 11, 2016**, Client and Granicus entered into the Granicus, Inc. Service Agreement for software and managed services (“Original Agreement”) for an initial **three (3) year period**, which expired on **September 30, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **additional one (1) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **December 21, 2016**, the Parties executed the First Amendment to the Original Agreement to update the scope of services to include the Granicus SDI Encoder for HD Streaming; and,

WHEREAS, on **January 8, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to update the scope of services to include Recurring Captioning Services; and,

WHEREAS, on **March 5th, 2018**, the Parties executed the Third Amendment to the Original Agreement, as amended, to update the scope of services to include Archived Captioning Services; and,

WHEREAS, on **October 2, 2019**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which expired on **September 30, 2020**; and,



City of Pembroke Pines

WHEREAS, on **August 24, 2020**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which expired on **September 30, 2021**; and,

WHEREAS, on **August 15, 2021**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which expired on **September 30, 2022**; and,

WHEREAS, on **April 25, 2022**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which will expire on **September 30, 2023**; and,

WHEREAS, in **October, 2016**, Granicus, Inc. a California corporation, became Granicus, LLC a Minnesota, Limited Liability Company as set forth in **Exhibit "G"** attached hereto; and,

WHEREAS, Section 15.2 of the Original Agreement provides that the Original Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Granicus without the prior written consent of Client.; and,

WHEREAS, the CITY hereby agrees to approve assignment of the Original Agreement, as amended, to **GRANICUS, LLC**; and,

WHEREAS, the Parties desire to amend the terms contained in the Original Agreement, as amended, as set forth in this Eighth Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Eighth Amendment, or any subsequent amendment, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement, as amended, is hereby assigned to Granicus, LLC, a Minesota, Limited Liability Company.

SECTION 4. The Original Agreement, as amended, is hereby amended to include **Exhibit "G"**, attached hereto and by this reference made a part hereof.



City of Pembroke Pines

SECTION 5. Section 15.10 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

15.10 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Granicus and Client designate the following as the respective places for giving of notice:

Client:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
Granicus:	Granicus, Inc. Granicus, LLC Attn.: Business and Contracts 408 St. Peter St., Suite #600 St. Paul, MN 55102 E-mail: bizcon@granicus.com Telephone No: (800) 314-10147 Facsimile No: (651) 665-0943

SECTION 5. Scrutinized Companies. Granicus, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:



4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. Granicus certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 Definitions for this Section.

6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.



Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Eighth Amendment and the Original Agreement, as amended, the terms and provisions of this Eighth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Eighth Amendment. The exhibits, if not physically attached, should be treated as part of this Eighth Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this Eighth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Eighth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Eighth Amendment.

SECTION 11. This Eighth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Eighth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

Client:

CITY OF PEMBROKE PINES, FLORIDA


ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:



Print Name: Brian Sherone
OFFICE OF THE CITY ATTORNEY

BY: _____

CHARLES F. DODGE, CITY MANAGER

Granicus:

GRANICUS, LLC

Signed By: _____

DocuSigned by:
Brendan Stierman
8E342585D3714DF...

Printed Name: _____

Brendan Stierman

Title: _____

Contracts Manager