



CITY OF DELRAY BEACH  
**100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444**

AMENDMENT NO. 1 TO  
PURCHASE AGREEMENT NO. 2015-27  
VIDEO/AUDIO STREAMING. PAPERLESS AGENDA,  
CIVIC ENGAGEMENT, FILE CONVERSION

GRANICUS, INC.

CITY OF DELRAY BEACH  
AMENDMENT NO. 1 TO  
VIDEO/AUDIO STREAMING, PAPERLESS AGENDA,  
CIVIC ENGAGEMENT, FILE CONVERSION

THIS AMENDMENT NO. 1 to the Video/Audio Streaming, paperless Agenda, Civic Engagement, File Conversion Agreement dated June 26, 2015 (hereinafter referred to as the "Agreement"), by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and Granicus, Inc., a Colorado corporation ("hereinafter referred to as the "Contractor") is entered into this \_\_\_\_ day of \_\_\_\_, 2018.

WITNESSETH:

**WHEREAS**, the City Commission awarded a one (1) year agreement with Contractor for Video/Audio Streaming, paperless Agenda, Civic Engagement, File Conversion services, with the option to renew for two (2) additional one-year terms; and

**WHEREAS**, the Agreement between the City and Contractor was executed on June 26, 2015; and

**WHEREAS**, the initial term of the Agreement expired on June 25, 2016. However, Contractor has continued to provide services in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, the City desires to continue to procure these products and services from Contractor and exercise its first option to renew the Agreement through June 25, 2017 as well as its second option to renew the Agreement through June 25, 2018; and

**WHEREAS**, Contractor agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, the City determines that it is in the best interest of the City to retroactively approve Amendment No. 1 and exercise both options to renew the Agreement through June 25, 2018.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 1 retroactively extends the Agreement, under the same terms and conditions, for the period of June 26, 2016 through June 25, 2017 and June 26, 2017 through June 25, 2018 for an annual not-to-exceed amount of Thirty-Three Thousand, Eight Hundred Forty U.S. Dollars (\$33,840).
3. Paragraph 11 of the Agreement is hereby amended to read as follows:

**PUBLIC RECORDS LAWS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

Contractor shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
  - v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the City and Contractor hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

**CITY OF DELRAY BEACH**

\_\_\_\_\_  
Katerri Johnson, City Clerk

BY: \_\_\_\_\_  
Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:

\_\_\_\_\_  
R. Max Lohman, City Attorney

**CONTRACTOR**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

(SEAL)

STATE OF COLORADO  
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification

\_\_\_\_\_  
Notary Public – State of Colorado