



**FOURTH AMENDMENT TO HOSTING SERVICES AGREEMENT BETWEEN
BROWARD COUNTY AND GRANICUS, INC.**

This Fourth Amendment ("Fourth Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Granicus, Inc., a California corporation ("Provider" or "Granicus") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Hosting Services Agreement between Broward County and Granicus, Inc., dated October 30, 2015 (the "Original Agreement"), to provide for certain hosting and professional services.

B. The Original Agreement was amended by a First Amendment, dated March 27, 2018, which increased the not-to-exceed amounts to permit County to acquire an additional software subscription and related services; a Second Amendment, dated May 20, 2019, which removed the Citizens Participation Suite from the scope of services and payment schedule; and a Third Amendment, dated November 20, 2020, which extended the term through April 29, 2021, with an option to further extend through October 29, 2021, which option was effectively exercised. The Original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, is referred to herein as the "Agreement."

C. The Parties now desire to amend the Agreement to further extend the term of the Agreement for six (6) months with an option to further extend on a month-to-month basis for up to an additional six (6) months, not to exceed a total of twelve (12) additional months and expiring no later than October 29, 2022, and to increase the not-to-exceed amounts.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Provider agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Fourth Amendment shall retain the meaning ascribed to such terms in the Agreement. Except as modified herein, all remaining terms and conditions of the Agreement, as incorporated into the Fourth Amendment shall remain in full force and effect.

2. Limited Term Extension. The Agreement is hereby extended for six (6) months with an option for County to further extend on a month-to-month basis for up to an additional six (6) months, not to exceed a total of twelve (12) months, such that the Agreement shall expire no later than October 29, 2022 ("Limited Term Extension"). After the initial six (6) months' extension, each monthly extension period shall be automatically exercised unless County provides written notice of intent not to extend prior to the end of the then-current monthly extension, in which event the Agreement will expire at the end of that monthly period.

3. Terms and Conditions. The terms and condition, including pricing, for the Limited Term Extension shall remain the same as set forth in the Agreement. The maximum not-to-exceed amount for all goods and services provided during the Limited Term Extension shall be One Hundred Thirty Thousand Dollars (\$130,000.00), which shall be in addition to any not-to-exceed amounts otherwise stated in the Agreement.

4. In the event of any conflict or ambiguity between this Fourth Amendment and the Agreement, the Parties agree that this Fourth Amendment shall control. The Agreement, as amended herein by this Fourth Amendment, incorporates and includes the Original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, and all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Fourth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this Fourth Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

6. Provider acknowledges that through the date this Fourth Amendment is executed by Provider, Provider has no claims or disputes against County with respect to any of the matters covered by the Agreement.

7. The effective date of this Fourth Amendment shall be the date of complete execution by the Parties.

8. This Fourth Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to the Agreement: Broward County, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2021, and Granicus, Inc., signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

_____ day of _____, 2021

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Digitally signed by Scott
Andron
Date: 2021.09.30 08:58:45
-04'00'
By _____
Scott Andron (Date)
Assistant County Attorney

Digitally signed by René D. Harrod
Reason: Approved as to Form
Location: Broward County Attorney's Office
Date: 2021.09.30 18:46:06 -04'00'
By _____
René D. Harrod (Date)
Deputy County Attorney

SA/jc
2021-09-28 Granicus, Inc. Fourth Amendment
#

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PROVIDER

WITNESSES:

DocuSigned by:
Maxwell Buccelli
38B8FA370A1842C
Signature

Maxwell Buccelli

Print Name of Witness

DocuSigned by:
Jessica Yang
8FF5249C1B804CA
Signature

Jessica Yang

Print Name of Witness

GRANICUS, INC.

DocuSigned by:
Ana Cristina Carrera
BY: 33E938D8433C4BB
Authorized Signor

Contracts Manager

Print Name and Title

29th day of September, 2021

ATTEST:

Corporate Secretary or authorized agent

(CORPORATE SEAL)