

**SECOND AMENDMENT TO THE AGREEMENT FOR  
A WEB CONTENT MANAGEMENT SYSTEM FOR THE POLICE  
DEPARTMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
GRANICUS, INC.**

This Second Amendment to the Agreement for a Web Content Management System for the Police Department between the City of San José (hereinafter “City”), a California municipal corporation, and Granicus, Inc. (hereinafter “Contractor”), a California corporation, is entered into on the date of execution by City (“Effective Date”). Each of City and Contractor are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on March 23, 2018, City and Contractor entered into an agreement entitled “Agreement for a Web Content Management System between the City of San José and Vision Technology Solutions, LLC for the Redesign of [www.sjpd.org](http://www.sjpd.org)” (“Agreement”) to migrate the Police Department’s [www.sjpd.org](http://www.sjpd.org) website to Contractor’s cloud-based web content management system; and

**WHEREAS**, on June 25, 2019, City and Contractor executed an Assignment and Assumption agreement to assign Vision Technology Solutions, LLC’s right, title, and interest in and under the executed Agreement to Granicus, Inc.; and

**WHEREAS**, on June 14, 2021, City and Contractor executed the First Amendment to revise the title of the Agreement, add additional scope to migrate the Police Department's intranet website to Contractor’s web content management system, and increase compensation by \$72,125 for a revised maximum compensation of \$196,136; and

**WHEREAS**, on June 30, 2022, City exercised option one to extend the Agreement through June 30, 2023 for ongoing services; and

**WHEREAS**, City and Contractor now desire to amend the Agreement to retroactively revise compensation and project dates due to delays in project implementation;

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

**SECTION 1.** Section 9.1, Contract Maximum, is hereby amended as set forth below:

**9.1 Contract Maximum**

The total contract price in U.S. dollars shall not exceed **One Hundred Fifty-Five Thousand Six Hundred Eight Dollars (\$155,608)** during the Initial Term (“Maximum Compensation”). The terms, rate, and schedule of payment are set forth in the attached Second Revised Exhibit B, entitled “Compensation and Payment Schedule.”

**SECTION 2.** Revised Appendix A4, Price List, is hereby amended as set forth in Second Revised Appendix A4, which is attached hereto and incorporated herein.

**SECTION 3.** Revised Exhibit B, Compensation and Payment Schedule, is hereby amended as set forth in Second Revised Exhibit B, which is attached hereto and incorporated herein.

**SECTION 4.** All terms and conditions of the Agreement not specifically modified by this Second Amendment shall remain in full force and effect.

**WITNESS THE EXECUTION HEREOF** on the day and year set forth beneath the respective name below.

**City of San José (“City”)**  
a California municipal corporation

*Tony Ornelas*

By Email: tony.ornelas@sanjoseca.gov  
Date: 01/17/2023 GMT

Tony Ornelas  
Senior Analyst

**Granicus, Inc. (“Contractor”)**  
a California corporation

  
*raj.amin@granicus.com*

By Email: raj.amin@granicus.com  
Date: 01/13/2023 GMT

Raj Amin  
Chief Financial Officer

AP

*Johnny Phan*

By Email: johnny.phan@sanjoseca.gov  
Date: 01/17/2023 GMT

Johnny V. Phan  
Chief Deputy City Attorney

*Kelly Oliver*

By Email: kelly.oliver@granicus.com  
Date: 01/13/2023 GMT

Kelly Oliver  
Vice President-Contracts

## SECOND REVISED APPENDIX A4 PRICE LIST

### 1 Price List

The following table includes all costs for implementation and ongoing annual subscription services for Contractor's govAccess Web Content Management System (CMS) for the City's Police Department internet ([www.sjpd.org](http://www.sjpd.org)) and intranet sites during the Initial Term of the Agreement. Unless otherwise noted, pricing shall be firm fixed for the Initial Term of the Agreement. During this period, Contractor's pricing may not increase.

Web Content Management System for the Redesign of <a href="http://www.sjpd.org">www.sjpd.org</a> (Original Agreement) (Revised this Second Amendment)	Initial Term Cost			
	(4/1/18 – 10/18/20)	(10/19/20 – 3/31/21)	(4/1/21 – 3/31/22)	(4/1/22 – 6/30/22)
<b>Implementation Services (one-time costs) - <a href="http://www.sjpd.org">www.sjpd.org</a></b>				
Website Development Package – Includes: - Project Management - Content Strategy Basic Package - Content Migration (300 pages) - WCAG 2.0 Compliance Services - Onsite training prior to go-live	\$31,530	-	-	-
Advanced UX Analysis Package	3,000	-	-	-
Onsite Content Strategy and Accessibility Training	10,000	-	-	-
Style Guide	Included	-	-	-
Advanced Subsite ( <a href="http://www.SJPDYou.com">www.SJPDYou.com</a> )	12,000	-	-	-
Yahoo Weather Forecast	Included	-	-	-
Meetings Manager	Included	-	-	-
Mega Menu Designer	2,750	-	-	-
Approval Cycle	Included	-	-	-
Office 365 Integration (Removed this Second Amendment)	5,000	-	-	-
Search Engine Registration	Included	-	-	-
<b>Subtotal – One-Time Implementation Services (<a href="http://www.sjpd.org">www.sjpd.org</a>) (Revised this Second Amendment)</b>	<b>\$59,280</b>	-	-	-
<b>Ongoing Services - <a href="http://www.sjpd.org">www.sjpd.org</a></b>				
Unlimited data storage/bandwidth	Included	Included	Included	Included
Compiled Code	Included	Included	Included	Included
vLive Plus Edition (Revised this Second Amendment)	Included	Prepaid	Prepaid	\$15,435 <b>\$3,859<sup>1</sup></b>
vLive for Advanced Subsite ( <a href="http://www.SJPDYou.com">www.SJPDYou.com</a> ) (Revised this Second Amendment)	Included	Prepaid	Prepaid	3,583 <b>\$896<sup>1</sup></b>
Prepaid Year 2 Software Subscription (Revised this Second Amendment)	\$17,250 <b>\$7,803<sup>1</sup></b>	-	-	-
Prepaid Year 3 Software Subscription	18,114	-	-	-
Prepayment Discount	-4,982	-	-	-
<b>Subtotal –Ongoing Services (<a href="http://www.sjpd.org">www.sjpd.org</a>) (Revised this Second Amendment)</b>	<b>\$30,382 \$20,935</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,018 \$4,755</b>
<b>Optional Tasks &amp; Deliverables/Additional Services - <a href="http://www.sjpd.org">www.sjpd.org</a></b>		-	-	-
Not-to-Exceed Amount	\$5,338	\$0	\$0	\$0
<b>Subtotal – Optional Tasks/Additional Services (<a href="http://www.sjpd.org">sjpd.org</a>)</b>	<b>\$5,338</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Original Agreement (<a href="http://www.sjpd.org">www.sjpd.org</a>) (Revised this Second Amendment)</b>	<b>\$85,553</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,755</b>
<b>Maximum Compensation Original Agreement Initial Term (<a href="http://www.sjpd.org">www.sjpd.org</a>) (Revised this Second Amendment)</b>	<b>\$90,308</b>			

<sup>1</sup>Pro-rated amount due to project delays in implementation

govAccess CMS for Police Department's Intranet (Added in First Amendment) (Revised this Second Amendment)	Initial Term Cost			
	(4/1/18 – 10/18/20)	(10/19/20 – 3/31/21)	(4/1/21 – 3/31/22)	(4/1/22 – 6/30/22)
<b>One-Time Implementation Services - Intranet</b>				
Website Design and Implementation of govAccess CMS	-	-	-	\$49,500
Installation and Content Migration to Intranet govAccess CMS	-	-	-	4,000
Active Directory Federation Service Integration	-	-	-	4,000
Custom Work (Revised in Second Amendment)	-	-	-	9,400 7,800
<b>Subtotal – One-Time Implementation Services (Intranet) (Revised this Second Amendment)</b>	-	-	-	<b>\$66,900</b> <b>65,300</b>
<b>Ongoing Services - Intranet</b>				
Support and Maintenance of govAccess CMS	-	-	-	\$0
Support and Maintenance of govAccess CMS Subsite - Branded with Domain	-	-	-	0
<b>Subtotal – Ongoing Services (Intranet)</b>	-	-	-	<b>\$0</b>
<b>Total First Amendment (Intranet) (Revised this Second Amendment)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$65,300</b>
<b>Maximum Compensation First Amendment (Intranet) (Revised this Second Amendment)</b>	<b>\$65,300</b>			
<b>TOTAL CONTRACT MAXIMUM COMPENSATION NOT TO EXCEED (Revised this Second Amendment)</b>	<b>\$155,608</b>			

1.1 Optional Tasks & Deliverables (Year 1 Implementation)

The following optional tasks/deliverables require Contractor to obtain prior approval using the Work Order Form in Appendix A5. Any additional services requested by the City that would exceed the maximum amount set forth in table above will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.

Additional webpages formatted to comply with WCAG 2.0 AA Standards	\$20 per page
Native Speaker Translation	\$50 per page
Programmer	\$135 per hour
Graphic Designer	\$105 per hour
Project Manager	\$135 per hour
Training	\$125 per hour
Network Engineer	\$135 per hour
Department Branding – Design Theme <sup>1</sup> (one-time cost)	\$1,625 ea
Department Branding – Basic Subsite <sup>1</sup> (plus recurring cost)	\$7,500 ea
Department Branding – Advanced Subsite <sup>1</sup> (plus recurring cost)	\$12,000 ea
Active Directory Integration (one-time cost)	\$4,000 ea
Website Communications Service (one-time cost)	\$10,000 ea

<sup>1</sup>Prices are contingent on implementation of main site and additional department branding items at the same time.

## **SECOND REVISED EXHIBIT B COMPENSATION AND PAYMENT SCHEDULE**

### **1 MAXIMUM COMPENSATION**

The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Hundred Fifty-Five Thousand Six Hundred Eight Dollars (\$155,608)** during the initial term. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.

### **2 PAYMENT AND PERFORMANCE SCHEDULE (ONE TIME IMPLEMENTATION COSTS)**

- 2.1 Work shall commence immediately upon execution of the Agreement. All timeline dates are understood to be close of business, 5:00 p.m. Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.
- 2.2 Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms, following acceptance of designated milestones as shown below in Table B1, Payment Schedule – Implementation Costs. All payments are based upon City’s acceptance of Contractor’s performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due. Both parties will execute the Final Acceptance Certificate (Appendix A3) to memorialize final acceptance for each milestone.
- 2.3 After Final System Acceptance of the [www.sjpd.org](http://www.sjpd.org) implementation, City shall prepay Years 2-3 in advance for the [www.sjpd.org](http://www.sjpd.org) software subscription services provided under the Software Subscription Agreement in Exhibit F. In the event of early termination of the Agreement, Contractor shall refund the City on a pro-rated basis any fees in advance that have not been expended as of the date of termination.
- 2.4 Payment for any part or parts of the System provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the System when delivered and reject upon notification to Contractor any and all the System, which does not conform to the Specifications or other requirements of this Agreement. Components of the System, which are rejected shall be promptly corrected or repaired by Contractor. If City receives components of the System with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction or repair by Contractor in accordance with Contractor’s warranty obligations.

### **3 PAYMENT SCHEDULE FOR ONGOING SERVICES**

Contractor will invoice the City annually for all applicable ongoing services, including software subscription services, technical support, and maintenance, as shown in Table B2, Payment Schedule – Ongoing Services. City shall prepay a year in advance for the software subscription services provided under the Software Subscription Agreement in Exhibit F. In the event of early termination of the Agreement, Contractor shall refund the City on a pro-rated basis any fees paid in advance that have not been expended as of the date of termination.

#### 4 INVOICING AND PAYMENT PROCEDURES

- 4.1 City will make payments to Contractor within thirty (30) days after the date of approval of each invoice.
- 4.2 City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.
- 4.3 The City agrees to compensate Contractor for the Services performed and the Software provided in accordance with the terms and conditions of this Agreement. Contractor shall invoice City in accordance with the Payment Schedules in Table B1 and Table B2 below:

**Table B1 – Payment Schedule – Implementation Costs**

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
<b>Web Content Management System for the Redesign of <a href="http://www.sjpd.org">www.sjpd.org</a></b>			
Phase 1: Project Visioning (Exhibit A, Section 3.4)	Deliverables: — Site Usability Report — Trained City website editors — City-approved homepage layout wireframe — City-approved site information architecture	Complete	\$10,928
Phase 2: Graphic Design (Exhibit A, Section 3.5)	Deliverables: — Final homepage design concept — Final interior page design concepts — Website Design	Complete	12,213
Phase 3: Development & Training (Exhibit A, Section 3.6) <b>(Revised this Second Amendment)</b>	Deliverables: — Migration of 300 pages of content — Prototype website on development server — vLive Interactive Components — Completion of WCAG 2.0 Compliance Services — One (1) day of onsite training — Completion of additional addendum work, if applicable	Complete	27,640 22,640
Phase 4: Go-Live (Exhibit A, Section 3.7)	Deliverables: — Fully-hosted website — Introduction to Technical Support Team	Complete	643
Phase 5: Final System Acceptance (Exhibit A, Section 3.8)	Deliverables: — Punch list items completed (20% retainer paid to Contractor) — Final Acceptance Certificate	Complete	12,856
<b>Subtotal Implementation Services – Phases 1 through 5 (<a href="http://www.sjpd.org">www.sjpd.org</a>) – Year 1 (Revised this Second Amendment)</b>			<b>\$59,280</b>
<b>Prepaid Years 2-3 Software Subscription (paid after Final System Acceptance) – Year 1 (Revised this Second Amendment)</b>			<b>20,935</b>
<b>Optional Tasks &amp; Deliverables (not-to-exceed amount) – Year 1</b>			<b>5,338</b>
<b>TOTAL IMPLEMENTATION FOR <a href="http://www.sjpd.org">www.sjpd.org</a> – YEAR 1 (Revised in Second Amendment)</b>			<b>\$85,553</b>



Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
<b>govAccess CMS for Police Department's Intranet (Added First Amendment)</b>			
Initial payment upon completion of kickoff meeting between Contractor and City	Estimated completion dates for each milestone/task specified for the implementation of govAccess CMS	07/06/2021	\$19,800
City's approval of Contractor's draft of homepage design concepts	Website Design and Implementation of Granicus govAccess CMS - Completion of deliverables specified in Addendum #1 to Exhibit A, Scope of Services, Sections 1.1 through 1.10	09/14/2021	9,900
Implementation of main website in an instance of govAccess CMS on a Contractor-hosted development server		01/07/2022	9,900
Completion of training		09/28/2022	9,900
Installation and content migration to Intranet govAccess CMS in City's hosted environment		02/17/2022	4,000
Active Directory Federation Service Integration	Completion of deliverables specified in Addendum #1 to Exhibit A, Scope of Services, Section 1.11	05/16/2022	4,000
Custom Work and execution of Final Acceptance Certificate (Appendix A3) <b>(Revised this Second Amendment)</b>	Completion of deliverables specified in Addendum #1 to Exhibit A, Scope of Services, Section 1.12	09/28/2022	9,400 7,800
<b>TOTAL IMPLEMENTATION COSTS FOR INTRANET – (Revised this Second Amendment)</b>			<b>\$65,300</b>
<b>TOTAL COMPENSATION FOR IMPLEMENTATIONS (Revised this Second Amendment)</b>			<b>\$150,853</b>

**Table B2 - Payment Schedule – Ongoing Services (Software Subscriptions, Support, & Maintenance)**

Year	Original Agreement (www.sjpd.org)	Added First Amendment (Intranet)	Revised Not to Exceed Compensation
(10/19/20 – 3/31/21)	Prepaid in Year 1	\$0	Prepaid in Year 1
(4/1/21 – 3/31/22)	Prepaid in Year 1	\$0	Prepaid in Year 1
(4/1/22 – 6/30/22) <b>(Revised this Second Amendment)</b>	19,018 4,755 <sup>1</sup>	\$0	\$19,018 4,755 <sup>1</sup>
<del>Year 5 (4/1/22 – 6/30/22) <b>(Removed this Second Amendment)</b></del>	<del>4,993<sup>1</sup></del>	<del>\$5225<sup>1</sup></del>	<del>\$10,218</del>
<b>MAXIMUM COMPENSATION ONGOING SERVICES (Revised this Second Amendment)</b>	<b>\$4,755</b>	<b>\$0</b>	<b>\$4,755</b>

<sup>1</sup>Pro-rated amount

## 5 ADDITIONAL SERVICES

Except for the amount set aside for optional tasks and deliverables in Year 1, no additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services. Additional services shall be separately negotiated to paid on a lump sum or time and material basis at the rates set forth herein, as authorized by the City.

Additional Services	Rate
Programmer	\$135 per hour
Graphic Designer	\$105 per hour

<b>Additional Services</b>	<b>Rate</b>
Project Manager	\$135 per hour
Training	\$125 per hour
Network Engineer	\$135 per hour
Webpages formatted to comply with WCAG 2.0 AA Standards	\$20 per webpage
Native Speaker Translation	\$50 per webpage
Online chat with queuing for available customer service agents	\$5,000 per year

## **6 RENEWAL PERIOD COMPENSATION**

- 6.1 After the Initial Term, the City reserves the right to extend the term of this Agreement pursuant to Section 3.2 (“Options to Extend”) for ongoing services at the same rates as the final year of the Initial Term unless otherwise requested and agreed to in writing by the Parties.
- 6.2 Price Renegotiation. Contractor may request adjustments to the compensation rates sixty (60) days prior to an option term. Contractor shall provide information justifying reasons for any increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not increase more than three percent (3%) over the previous year’s fees.
- 6.3 City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term. The City’s Director of Finance or designee is authorized to exercise options on behalf of the City.





- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Tony Ornelas

EMAIL: [Tony.ornelas@sanjoseca.gov](mailto:Tony.ornelas@sanjoseca.gov)

## SCANNED SIGNATURE AUTHORIZATION

DATE: 01/18/2023

TOTAL PAGES:  
(INCLUDING THIS PAGE) 1

TO: Raj Amin

TO: \_\_\_\_\_

EMAIL: raj.amin@granicus.com

EMAIL: \_\_\_\_\_

PHONE: (651) 925-5781

PHONE: \_\_\_\_\_

I agree to use electronic signatures

I agree to use electronic signatures

BY: 

BY: \_\_\_\_\_

### DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT IN **BLUE INK**
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN **COLOR**
4. EMAIL THE ENTIRE DOCUMENT TO TONY ORNELAS AT [Tony.Ornelas@sanjoseca.gov](mailto:Tony.Ornelas@sanjoseca.gov)

### To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER AND/OR EMAIL ADDRESS
- PERSONALLY KNOWN TO CITY STAFF