

FIRST AMENDMENT TO AGREEMENT NO. 14-3256  
BETWEEN THE CITY OF LOS ANGELES AND  
GRANICUS, INC.

THIS FIRST AMENDMENT to Agreement No. 14-3256 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and GRANICUS, INC., a California Corporation ("Consultant") as follows:

1. The Consultant's address, as set forth in the opening paragraph of Agreement No. 14-3256, is changed to the following:

"707 17<sup>th</sup> Street, Suite 4000, Denver, CO 80202"

2. Page 1, paragraph 3 is amended to read:

"WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in providing a full-service solution that includes hardware, software, automated indexing capabilities, web site design and integration with Board agendas, a meeting module, on-site user training and technical support (as outlined in Granicus, Inc. Service Level Agreement, attached hereto as Exhibit H); and"

3. The 2-page document entitled "Granicus, Inc. Service Level Agreement" is added to Agreement No. 14-3256 as "Exhibit H."

4. Section III, Subsection B is amended to read:

"B. This Agreement shall be in full force and effect commencing from the date of execution, and shall continue until the earlier of the following occurs:

1. May 13, 2020

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ninety (90) days' notice in writing of its election to cancel and terminate this Agreement."

Except as amended herein, all remaining terms and conditions of Agreement No. 14-3256 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 14-3256 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_

By \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

Dated: 2.2.17

By \_\_\_\_\_  
GRANICUS, INC.  
\_\_\_\_\_  
(Print/type name and title)

Attest: \_\_\_\_\_  
Luka Znidarsic, corporate attorney  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

2/9, 2017  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By \_\_\_\_\_  
JUSTIN HOUTERMAN, Deputy

Account #	<u>54310</u>	W.O. #	_____
Ctr/Div #	<u>0640</u>	Job Fac. #	_____
Proj/Prog #	_____		
Budget FY:		Amount:	
	<u>16/17</u>		<u>4,400</u>
	TOTAL		
For Acct/Budget Div. Use Only:			
Verified by:	_____ <i>[Signature]</i>		
Verified Funds Available:	_____ <i>[Signature]</i>		
Date Approved:	<u>2/6/17</u>		

Agreement No. 14-3256 Extension:

ACCOUNT#	54310	W.O. #	
Ctr/Div #	0640	Job Fac. #	
Proj/Prog #			
Budget			
FY:		Amount:	
16/17		\$	4,400.00
17/18		\$	45,779.96
18/19		\$	45,779.96
19/20		\$	45,779.96
TOTAL		\$	141,739.88

## EXHIBIT H

### GRANICUS, INC. SERVICE LEVEL AGREEMENT

1.1 Up-Time Guarantee. Granicus, Inc. represents and warrants a 99.9% up-time guarantee per month for its hosted services. Granicus, Inc. will provide notification of any system-wide outages within one hour from the time the issue is first recognized by our operations team. Notifications will be posted on [status.granicusops.com](http://status.granicusops.com). Email notifications can be subscribed to from that page.

1.2 Contacting Granicus. The Customer Care staff at Granicus, Inc. may be contacted by the customer via Internet, email, or telephone.

#### Contact Information

Online (recommended in most cases)	<a href="http://www.granicus.com/createacase">www.granicus.com/createacase</a>
Email (recommended if you do not have Internet access)	<a href="mailto:customercare@granicus.com">customercare@granicus.com</a>
Phone (recommended for urgent issues)	(877) 889-5495 ext.1

#### Support Hours (Mountain Time)

Coverage	Hours	Days
Regular Hours	6:00AM – 6:00 PM	Monday - Friday
Urgent After Hours	6:00 PM – 11:00 PM	Monday - Friday
Emergency On Call	6:00 AM – 6:00 PM	Saturday and Sunday

1.3 Maintenance Services/Response Times. Granicus, Inc. maintenance services and response times will be in accord with the levels and response times set forth below:

- (a) Level 1: Emergency. No parts of the Granicus Suite are functional for the customer, and workflow is severely impacted.

Granicus, Inc. will respond to all Level 1 problems within one (1) hour of notification by the customer of occurrence.

- (b) Level 2: Severely Impaired. One or multiple components of the customer's Granicus Solution are not functioning as intended and customer is not able to complete their workflow in any capacity.

Granicus, Inc. will respond to all Level 2 problems within four (4) hours of notification by the customer of occurrence.

- (c) Level 3: Impaired. One or more components of the Granicus Suite is not functioning as intended, or the customer is unable to complete their workflow in a timely manner. Typically, this includes video files not uploading, document template configuration changes, and other time-sensitive issues.

Granicus, Inc. will respond to all Level 3 problems within one (1) business day of notification by the customer of occurrence.

- (d) Level 4: General. Cases that are non-urgent in nature. Customer can perform the necessary duties they need with their suite of Granicus products.

Granicus, Inc. will respond to all Level 4 problems within three (3) business days of notification by the customer of occurrence.

A response by Granicus, Inc. means that a Granicus, Inc. Customer Care engineer will respond directly to the customer via phone or e-mail with an assessment of the issue. Notification shall be the documented time that the customer either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies the customer there is an issue.

1.4 Hardware Replacement. For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the customer within 1 business day. Hardware service repair or replacement will occur within 4 business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the customer informed regarding the time frame and progress of the repairs or replacements.

1.5 Penalties. For failure to meet the 99.9% uptime guarantee:

One (1) day of managed service per hour exceeding the allowed downtime per month, not including any downtime as defined in Scheduled Maintenance in Section 1.5.

For failure to respond within the defined service response times:

- Level 1: one day of managed service per hour past the one hour response time required.
- Level 2: one day of managed service per hour past the four hour response time required.
- Level 3: one day of managed service per day past the one day response time required.
- Level 4: one day of managed service per day past the three day response time required.

Under no circumstances shall the amount of penalty in a given calendar month exceed the total contracted monthly services fee.

1.6 Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime, and will only take place between 9:00 PM and 2:00 AM Mountain time on Fridays. The reason for this maintenance window is it allows Granicus staff to continue to monitor and test the production system through the weekend, helping ensure a smooth maintenance deployment. Granicus, Inc. will provide the customer with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus, Inc. will clearly post that the site is down for maintenance and the expected duration of the maintenance. Notifications will be posted on [status.granicusops.com](http://status.granicusops.com) and can be subscribed to from that page.