

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
FOR WEBSITE STREAMING MEDIA**

This Amendment is made and entered into this ____ day of October, 2006, (“Effective Date”) by and between the City of Costa Mesa, a municipal corporation (“City”) and GRANICUS, INC., a California corporation (“Consultant”).

WHEREAS, Consultant and City entered into an agreement on August 16, 2005, to provide streaming media for website access to meetings, agendas, staff reports and archiving information; and

WHEREAS, the term of Consultant and City’s original Agreement expired on August 16, 2006; and

WHEREAS, the original proposal contained a provision for three (3) additional one (1) year extensions at City’s option; and

WHEREAS, in addition to the above, City now wishes to have Consultant upgrade its system and to add two (2) new modules, the Granicus Media Vault and Stream Replicator, which were not included in the original scope of services for the project; and

WHEREAS, in Consultant and City’s original proposal the total amount of the agreement was not to exceed Thirty-Five Thousand Three Hundred Ten Dollars (\$35,310.00) plus Nine Hundred Fifty Dollars (\$950.00) per month for Monthly Managed Services; and

WHEREAS, Consultant and City now wish to amend the Agreement to exercise the first one (1) year extension, add the upgrades and modules to the scope of services as well as increase the compensation amount in order to allow payment to Consultant for such additional work.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The services to be performed in Paragraph “A” shall be amended to add: “Consultant shall also upgrade the current MediaManager Basic solution to MediaManager Enterprise and add the MediaVault and Stream Replicator to the City’s network as described in Exhibit “A,” attached hereto and made a part of this Amendment.”
2. Paragraph 2.1 shall be amended to read, “Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “B,” attached hereto and made a part of this Amendment (the “Fee Schedule”). Consultant’s

compensation shall in no case exceed Twenty-Four Thousand Seven Hundred Fourteen Dollars and Thirty Cents (\$24,714.30) for the upgrade and additional modules. City hereby exercises the first renewal option as set forth in paragraph 4.1 and shall be responsible for the current cost of Monthly Managed Services, which cost shall not exceed Nine Hundred Fifty Dollars (\$950.00) per month until such time as the functionality of the upgrade and new modules have been accepted by City's Project Manager, whereupon an additional Four Hundred Dollars (\$400.00) per month shall be added to the cost of Monthly Managed Services."

- 3. Paragraph 4.1 shall be amended to read, "This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on August 16, 2007, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. City shall have the option to extend this Agreement annually for a maximum of two (2) additional one (1) -year periods."
- 4. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.
- 5. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,
A municipal corporation

City Manager

Date: _____

GRANICUS, INC.

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FEE SCHEDULE

EXHIBIT C
CERTIFICATES OF INSURANCE