

**ADAMS COUNTY, COLORADO
AMENDMENT TWO FOR A
PERFORMANCE MANAGEMENT SOFTWARE SYSTEM**

THIS AMENDMENT TWO TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2015.107 is entered into this 23 day of May, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Socrata, Inc., located at 705 5th Avenue South, Suite 600, Seattle, Washington 98104, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on May 1, 2015, the County entered into a Professional/Purchase of Service Agreement 2015.107 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

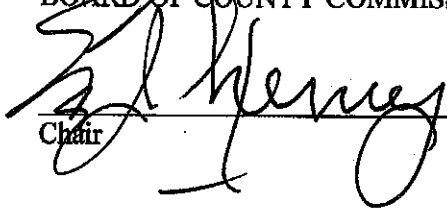
1. The Service Agreement is hereby amended to renew the term of the Agreement for one additional year from May 1, 2017 to April 30, 2018.
2. The fee schedule shall be \$60,480.00.
3. The Service Agreement and this Amendment Two contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment Two, the terms, conditions, and provisions of this Amendment Two shall control.
4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment Two may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this Amendment Two is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment Two or any terms, conditions, or provisions

hereof. All terms, conditions, and provisions in this Amendment Two by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Two shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Amendment Two, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

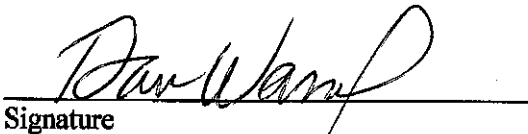

Chair

May 23, 2017
Date

SOCRATA, Inc.


Dan Wassel
Print Name

CFO
Print Title



Signature

5/19/2017
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER


Deputy Clerk

APPROVED AS TO FORM:


County Attorney

705 5th Ave S, Suite #600
 Seattle, WA 98104
 (206) 340-8008

Customer Name: Adams County (CO)

Rep	Quote Date
Katie Douglas	3/22/2017

Bill To
 Adams County (CO)
 4430 S Adams County Pkwy Fl 5
 Brighton, CO 80601-8207
 United States

Ship To
 Nick Kittle
 Adams County (CO)
 4430 S Adams County Pkwy Fl 5
 Brighton, CO 80601-8207
 United States
 (720) 523-6794
 nkittle@adcogov.org

Billing and Legal Contact
 Socrata
 705 5th Ave S, Suite #600
 Seattle, WA 98104
 United States
 Phone: (206) 340-8008
 Fax: (206) 452-2010
 Email: accounts_receivable@socrata.com

Order Type:
 New Customer
 Renewal
 Additional Products / Services

Pricing under this Order is only valid until: 4/27/2017 5pm PT. All fees are in USD.

Hosted Software Subscription and Support Order

Group1

Product	Item Description	Start Date	End Date	Term	Per Unit Price	Discount (Amt.)	Quantity	Total
Open Data Portal - Basic	Usage Limits: -400 data sets -Unlimited views and visualizations -Unlimited Open Data API's -Native Support for Geospatial Data -Sitewide Usage Analytics	5/1/2017	4/30/2018	12.00	\$2,400.00	\$2,729.57	1.00	\$28,800.00

705 5th Ave S, Suite #600
 Seattle, WA 98104
 (208) 340-8008

Product	Item Description	Start Date	End Date	Term	Per Unit Price	Discount (Amt.)	Quantity	Total
Open Performance - Basic	Usage Limits: -400 Data sets -1 Public facing dashboard -20 Internal Dashboards -350 Goals -Unlimited views and visualizations	5/1/2017	4/30/2018	12.00	\$2,400.00	\$5,475.00	1.00	\$28,800.00
Support Program - Silver		5/1/2017	4/30/2018	12.00	\$240.00	\$240.00	1.00	\$2,880.00
Group1 TOTAL:								\$60,480.00

Standard Conditions

1. By receipt of a signature from Customer (or receipt of a valid and correct purchase order incorporating the products and services under this proposal or quote) and acceptance by Socrata, the purchase herein becomes a binding commitment of Customer and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata rejects additional or conflicting terms of any Customer form-purchasing document. Order is effective upon the earlier of Socrata's acceptance or the Start Term in the order, whichever is earlier (Order Effective Date).
2. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
3. The total fees due under this order are billable upon Order Effective Date, above, and due net 30 upon receipt of invoice without holdback, set-off, or delay on undisputed charges. Any disputes on charges under an invoice must be made within 30 days of receipt thereof to accounts_receivable@socrata.com.
4. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions

This is a bundled solution purchase. Any modifications to the order may be required to be re-quoted and could disqualify Customer for discounts included in the solution price.

Contract Conditions

This order is subject to the product and service descriptions in the attached **Appendix 1**.

New Customer-This order is subject to the Hosted Services Agreement in the attached **Appendix 2**

Renewal -

Order is subject to the current agreement between Socrata and Customer dated 5/1/2015

New Products and Services orders -

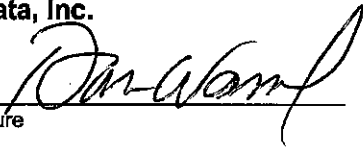
This order is subject to the current agreement between Socrata and Customer dated 5/1/2015

----- Signature page follows -----

Signatures

By signing below, the undersigned declares and certifies that he or she is authorized to execute this order on behalf of Customer.

Socrata, Inc.

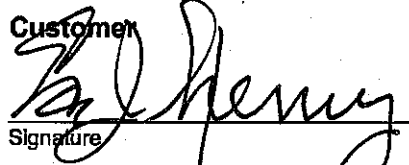

Signature

Dan Wassel
Name

CFO
Title

5/9/2017
Date

Customer


Signature

Eva J Henry
Name

Chair
Title

May 23, 2017
Date

Appendix: 1 : Product Descriptions

Group1

Product	Product Description
Open Data Portal - Basic	The Basic portal offers a complete software-as-a-service platform that includes the following usage limits: 150 Datasets; 10 Premium APIs; Up to 5 million API calls per month; Up to 1 TB in bandwidth per month; 5 Microsites; Native Support for Geospatial Data; Up to 50,000 Geocoding Requests per month; Sitewide Usage Analytics. Price is per month.
Open Performance - Basic	The Basic Open Performance site is a performance measurement and reporting platform, designed to help public sector leaders bring data, collaboration, and citizen feedback into the decision making process. The following usage limits are included: 2 Dashboards; 20 Goals; 150 Datasets; Unlimited Reports; Unlimited Users. Price is per month.
Support Program - Silver	Support Silver Package. As set forth on https://support.socrata.com/ro/en-us/articles/216962648-Support-Policy