

EXHIBIT

2

ADDENDUM #1 TO SERVICE AGREEMENT FOR MEDIA MANAGEMENT SOFTWARE PSA NO. 2012-107/2R

THIS ADDENDUM #1 to Service Agreement for Media Management Software, PSA No. 2012-107/2R is made and entered into this 23rd day of December, 2015, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and Granicus, Inc., a corporation in the State of California, hereinafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, City and Service Provider originally entered into an agreement for Media Management Software on or about September 18, 2007 (hereinafter the "Original Agreement"); and,

WHEREAS, City and Service Provider modified the Original Agreement by executing the Service Agreement for Media Management Software, PSA No. 2012-107/2R on November 11, 2014, which is attached hereto as "Exhibit 1" and incorporated herein as if fully set forth; and,

WHEREAS, City and Service Provider desire to modify the Service Agreement for Media Management Software, PSA No. 2012-107/2R by amending the scope of services to include the provision of legislative management software and amending the amount not to exceed to account for costs associated with the implementation and ongoing maintenance of the legislative management software, without modifying any other terms or conditions of the Service Agreement for Media Management Software, PSA No. 2012-107/2R.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, it is hereby agreed by the parties hereto as follows:

1. Paragraph #2 – Services of the Service Agreement for Media Management Software, PSA No. 2012-107/2R shall hereby be modified to include the Granicus Legislative Management (Legistar) Software Scope of Work, attached hereto as "Exhibit 2." All remaining provisions of Paragraph #2 – Services of the Service Agreement for Media Management Software, PSA No. 2012-107/2R shall remain in full force and effect.
2. Paragraph #3 – Amount Not to Exceed of the Service Agreement for Media Management Software, PSA No. 2012-107/2R shall be deleted in its entirety and replaced with the following:

Fees and Not to Exceed Amount.

Up front, one-time costs which shall be incurred for training and implementation services associated with the Legislative Management (Legistar) Software shall be due and payable in accordance with the following schedule, in the total amount of \$23,150.00:

45% (\$10,417.50) to be paid upon execution of Addendum #1

45% (\$10,417.50) to be paid upon City's acceptance, not to exceed 30 days, of final delivery and implementation of the project based on the Scope of Work timeline

10% (\$2,315.00) retainage to be paid upon full and final completion of the project, including any punch list items and post implementation in-scope corrections and modifications as dictated by City.

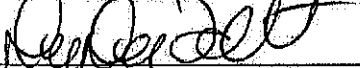
Additionally, City and Service Provider agree that City may incur up to an additional \$2,000.00 in travel costs associated with training, which will be billed by Service Provider as incurred.

After the up front, one-time cost payments contemplated, including travel expenses, above are completed, it is expressly understood that the total compensation to be paid to Service Provider under the terms of the Service Agreement for Media Management Software, PSA No. 2012-107/2R and the Addendum #1 for the provision of both Media Services Software and Legislative Management Software shall not exceed the sum of THIRTY THREE THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS (\$33,660.00).

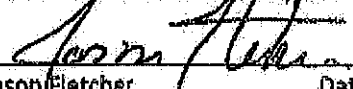
3. All remaining provisions of the Service Agreement for Media Management Software, PSA No. 2012-107/2R, as well as Exhibits, shall remain in full force and effect.

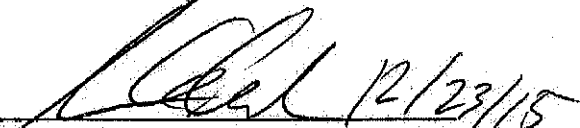
4. This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

CITY OF LEE'S SUMMIT



Procurement Officer of Record

SERVICE PROVIDER: Graphics, Inc.

 12/3/15
Jason Fletcher Date
CEO

 12/23/15
Stephen A. Arbo Date
City Manager

APPROVED AS TO FORM:


Jackie McCormick Heanue
Chief Counsel of Management & Operations