

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 17-122-SS  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 17-122-SS ("Main Agreement") dated June 21, 2017 between Granicus, Inc., 707 17<sup>th</sup> Street, Suite 4000, Denver, CO 80202 ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. Section 4., **CONTRACT TERM**, is hereby extended to June 30, 2022.
2. Section 45., **COVID-19 Vaccination Policy for Contractors is hereby added:**

**45. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

3. Section 16. **INDEMNIFICATION** is hereby amended to include:
  - a. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** Except for liability that cannot be limited or excluded under applicable law, under no circumstances will the Contractor be liable for any: (i) special, indirect, punitive, incidental, or consequential damages; or (ii) loss or damage to profits, sales, business, goodwill or anticipated savings, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages.
  - b. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this contract, each party's total liability, in tort (including negligence) contract or otherwise relating to this Agreement and any order or SOW hereto, will be limited to direct damages not to exceed the fees paid by the County for the Contractor's products during the six (6) months immediately preceding the date the damaged party notifies the other party in writing of the claim, except that the limitations of this section do not apply to claims of intellectual property indemnification.

4. Section **19. DATA SECURITY AND PROTECTION, A. Notification of Security Incidents** is hereby deleted and replaced with the following:

The Contractor must notify the County Chief Information Officer and County Project Officer within 72 hours of confirming any unpermitted or unintended access to or use or disclosure of County Information.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

GRANICUS, INC.

COUNTY, VIRGINIA

AUTHORIZED: DocuSigned by:  
SIGNATURE: Dr. Sharon T Lewis  
89B86B1AD301462...  
NAME: Dr. Sharon T Lewis  
TITLE: Purchasing Agent  
DATE: 11/12/2021

AUTHORIZED: DocuSigned by:  
SIGNATURE: Kelly Oliver  
065201CE166448D...  
NAME: Kelly Oliver  
TITLE: Vice President Contracts  
DATE: 11/10/2021