



**AMENDMENT NO. 5**

**TO**

**AGREEMENT # MA-017-12011201**

**BETWEEN**

**COUNTY OF ORANGE**

**AND**

**GRANICUS, INC.**

**FOR**

**EGOVERNMENT SERVICES**

Attachment B



**AMENDMENT NO. 5  
TO AGREEMENT MA-017-12011201  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
GRANICUS, INC.  
FOR  
EGOVERNMENT SERVICES**

This Amendment, hereinafter referred to as “Amendment No. 5”, to Agreement MA-017-12011201 for eGovernment Services, is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, acting through Orange County Information Technology (“County”), and Granicus, Inc., with a place of business at 408 Saint Peter Street, Suite 600, Saint Paul, MN 55102 (“Contractor”) with County and Contractor sometimes individually referred to as “Party” or collectively as “Parties”.

*WHEREAS*, the County and PixelPushers, Inc., dba Civica Software (“Civica Software”) executed Agreement # MA-017-12011201 for eGovernment Services, hereinafter referred to as “Agreement”, for a three (3)-year term, effective March 28, 2012 through March 27, 2015; and

*WHEREAS*, the County and Civica Software executed Amendment No. 1 to the Agreement to renew the term for one (1)-year effective March 28, 2015 through March 27, 2016; and

*WHEREAS*, Events.com, Inc. acquired Civica Software and assumed the Agreement, including Amendment No. 1, and all rights, duties, obligations and liabilities thereunder; and

*WHEREAS*, Events.com, Inc. changed the name of Civica Software to Civica Software, Inc., without any change to the entity’s corporate structure; and

*WHEREAS*, Contractor acquired Civica Software, Inc. and assumed the Agreement, including Amendment No. 1, and all rights, duties, obligations and liabilities thereunder; and

*WHEREAS*, the Parties executed Amendment No. 2 to the Agreement to renew the term for three (3) additional years, effective March 28, 2016 through and including March 27, 2019, with the option to renew the Agreement for two (2) additional, consecutive one (1)-year terms, and to amend Schedule B.II.A., Core eGovernment Service Fees, to reflect the pricing for the renewal period; and

*WHEREAS*, the Parties executed Amendment No. 3 to the Agreement to (a) amend Schedule B.II.A., Core eGovernment Service Fees, and Schedule B.III., Agreement Costs, to reflect an increase in the Agreement amount allowed to cover anticipated County demand for Custom Services and Optional Services; (b) amend Schedule B.II., Fee Structure, to renumber certain sections and to clarify all custom services are in-scope services; (c) amend various Agreement provisions to clarify the Chief Information Officer’s delegated authority for in-scope work orders; (d) delete Section 22.17, Waiver of Jury Trial; (e) amend Section 23.53, Security Policies and Principles, to reflect the correct Agreement reference section; and (f) amend Schedule A.III.1.1.4. to clarify managed services for three (3) Contractor-provided eGovernment servers; and

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**WHEREAS**, on February 26, 2019 the Parties executed Amendment No. 4 to renew for one (1) additional year, effective March 28, 2019 through and including March 27, 2020; and to add article 22.20, Change of Ownership/Name, Litigation Status, Conflicts with County Interests; and

**WHEREAS**, the Parties now desire to amend the Agreement to renew for two (2) additional years effective March 28, 2020 through and including March 31, 2022, add Article 6.9 Refund/Advance Payment, amend Article 22.4, and to replace two (2) tables and delete one (1) table in Schedule B section III, Agreement Costs.

**NOW, THEREFORE, the Parties mutually agree as follows:**

**1. Section 9, Sub-Section 9.1, “Initial Term”, is amended to read as follows:**

“The period during which Contractor is obligated to provide the Services under this Agreement (the “Term”) commenced on the Effective Date (as defined in the recital of the Agreement), and shall continue through March 31, 2022, unless the Agreement is terminated pursuant to one or more provisions within termination sub-sections 9.2 through 9.8 herein.”

**2. Section 6, sub-section 6.9 is hereby added to the Agreement:**

**“6.9 Refund/Advance Payment**

In the event this Agreement is terminated prior to the expiration date, by either party pursuant to one or more provisions within sub-sections 9.2 through 9.8 herein, the portion of the 90 day prepaid fees set out in Schedules BII-A and B-III, as amended, that have not been expended for performed services shall be refunded to the County on a pro-rata basis.”

**3. Schedule B.III, Agreement Costs table is deleted in its entirety and replaced with the following:**

<b>COSTS: March 28, 2016 through March 31, 2022</b>	
<b>Total Not to Exceed Limit for Four Years: March 28, 2016 through March 31, 2020</b>	<b>\$1,199,952</b>
<b>Optional Two-Year Renewal Period: April 1, 2020 through March 31, 2022 (Amendment # 5)</b>	<b>\$549,968</b>
<b>Total Not to Exceed Limit of the Agreement (Including all Amendments)</b>	<b>\$3,444,261</b>

**4. Schedule B.III, TOTAL Not To Exceed Limit for the Life of the Agreement table is deleted in its entirety and replaced with the following:**

<b>TOTAL Not To Exceed Limit for the life of the Agreement</b>
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<b>TOTAL Not to Exceed Limit of the Agreement</b>	<b>\$3,444,261</b>
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5. Schedule B.III, “Costs for Year Four (If Agreement is Renewed)” table is deleted in its entirety.
6. Article 22.4 is hereby amended to update the County’s contact information as follows:

“For COUNTY:

**Project Management**

County of Orange  
County Executive Office/Information Technology  
1055 N. Main Street, Santa Ana, CA, 92701  
Attn: Quazi Hashmi  
Title: County Project Manager  
Phone: (714) 834-7022  
E-mail: [Quazi.Hashmi@ocit.oc.gov](mailto:Quazi.Hashmi@ocit.oc.gov)

**Contracts**

County of Orange  
County Executive Office/Information Technology  
1055 N. Main Street, Santa Ana, CA 92701  
Attn: Eldon Baptist  
Title: Deputy Purchasing Agent  
Phone: (714) 567-7908  
E-mail: [Eldon.Baptist@ocit.oc.gov](mailto:Eldon.Baptist@ocit.oc.gov)”

7. **All Other Terms and Conditions of the Agreement, including Schedules, Addenda and Exhibits, remain unchanged:** Except as otherwise expressly set forth herein, all terms and conditions contained in the Agreement and its amendments/modifications, Schedules, Addenda and Exhibits are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

END

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SIGNATURE PAGE

In WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to Agreement #MA-017-12011201 on the dates shown opposite their respective signatures below:

GRANICUS, INC.

\*By: [Signature] Title: VP of Legal  
Printed Name: Dawn Kubat Date: 12/16/19

GRANICUS, INC.

\*By: [Signature] Title: CFO  
Printed Name: Eric Gibson Date: 12/16/19

\*If the contracting party is a corporation, the document must be signed by two (2) corporate officers as further set forth herein. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; or 3) any Vice President. The second corporate officer signature must be one of the following: 1) the Secretary; 2) any Assistant Secretary; 3) the Chief Financial Officer; or 4) any Assistant Treasurer. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

**COUNTY OF ORANGE**  
A political subdivision of the State of California

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED AS TO FORM  
Office of the County Counsel  
County of Orange, California  
[Signature] 12.16.19  
Deputy Date