

**AMENDMENT NO. 43**  
**To**  
**CONTRACT MA-011-18010445**  
**WITH**  
**GRANICUS, LLC**  
**FOR**  
**COMPREHENSIVE AGENDA MANAGEMENT SOLUTION (CAMS) SOFTWARE MAINTENANCE AND**  
**TECHNICAL SUPPORT**

This Amendment No. 43 to Contract MA-011-18010445 for Comprehensive Agenda Management Solution (CAMS) Software Maintenance and Technical Support (“Amendment No. 43”) 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 Clerk of the Board (“County”) and Granicus, LLC, a Minnesota Limited Liability Company, with a place of business at 408 St. Peter St., Suite 600, St. Paul, MN 55102, (“Contractor”), with County and Contractor sometimes individually referred to individually as “Party” or collectively executed referred to as “Parties”.

**RECITALS**

WHEREAS, County and SouthTech Systems, Inc. executed entered into Contract MA-011-18010445 for to provide County with software maintenance and technical support for CAMS, effective September 1, 2017 through August 31, 2018, in the amount not to exceed \$75,000.00 annually (the “Contract”); and

WHEREAS, County and SouthTech Systems, Inc. executed entered into Amendment No. 1 to for the purpose of renewing the Contract for an additional two (2) years, effective September 1, 2018 through August 31, 2020, in the amount not to exceed \$67,950 each renewal year, for a new total amount not to exceed \$210,900, and to revise updating information within the Contract and its Attachments B and Exhibits; and

WHEREAS, on January 3, 2019, SouthTech Systems, Inc. converted from a corporation to a LLC; and

WHEREAS, on July 16, 2019, Contractor informed County that Contractor acquired SouthTech Systems, LLC Inc. on November 9, 2018; and

WHEREAS, the Parties executed entered into Amendment No. 2 to incorporate the Assignment, Novation and Consent Agreement into the Contract wherein Contractor agreed to be bound by all terms and conditions of the Contract, as amended, as if it had been an original signatory to the Contract; and

WHEREAS, the Parties executed desire to enter into this Amendment No. 3 to renew the Contract for an additional one (1) year, effective September 1, 2020 through and including August 31, 2021, in the amount not to exceed \$72,706.50, for a new total amount not to exceed \$283,606.50, and to revise Attachment B;

WHEREAS, the Parties desire to enter into this Amendment No. 4 to renew the Contract for an additional one (1) year, effective September 1, 2021 through August 31, 2022, and to revise Attachment B;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

**ARTICLES**

1. The Contract is renewed for a period of one (1) year, effective September 1, 2020 through August 31, 2021, in an amount not to exceed \$72,706.50 for this renewal period, for a new total amount not to exceed \$361,402.46. unless otherwise terminated by County under the term of the Contract; on the amended terms and conditions.
2. Attachment B (Payment/Compensation), Section 2 (Fees and Charges) of Amendment No. 1, as revised by Amendment No. 3. to the Contract is deleted in its entirety and replaced with the following:
 

**“2. Fee and Charges.** County will pay the following fees in accordance with the provisions of this Contract, including all amendments thereto. Payment shall be as follows:

**Year 54: September 01, 20210 – August 31, 20221**

The Annual Flat Fee Amount for Year 54 Shall Not Exceed \$~~72,706.50~~77,795.96.

The total cumulative flat fee amount of the Contract, including all amendments, for Years 1 - 54 shall not exceed \$~~361,402.46.~~283,606.50.
3. In Attachment B (Payment/Compensation) of Amendment No. 1, as revised by Amendment No. 3. to the Contract, all references to “Amendment No. 13” are hereby amended to read “Amendment No. 43”.
4. All terms and conditions in any agreement or document, including any proposals or quotes, issued or provided by Contractor in relation to this Amendment No. 43 do not constitute a part of this Amendment No. 43 and are not valid or binding on County.
5. All terms and conditions contained in this Amendment No. 43 are incorporated by this reference into the Contract. This Amendment No. 43 modifies the Contract only as expressly set forth above and does not modify, alter or amend the Contract in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 43 on the date following their respective signatures.

**GRANICUS, LLC \***

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

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

**COUNTY OF ORANGE**

a political subdivision of the State of California

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

**APPROVED AS TO FORM:**

**County Counsel**

By \_\_\_\_\_  
Deputy  
Date \_\_\_\_\_

\*If Contractor is a corporation, signatures of two specific corporate officers are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

