

**AMENDMENT NO. 1
To
CONTRACT MA-011-16011667
WITH
GRANICUS, LLC
FOR
DISCLOSUREDOCS AND eDISCLOSURE SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT
SERVICE**

This Amendment No. 1 to Contract MA-011-16011667 for DisClosureDocs and eDisclosure Software Maintenance and Technical Support Service ("Amendment No. 1") 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 as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, County and SouthTech Systems, Inc. entered into Contract MA-011-16011667 to provide County with software maintenance and technical support for DisClosureDocs and eDisclosure, effective July 1, 2016 through June 30, 2021, in the amount not to exceed \$19,000.00 annually (the "Contract"); 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, Inc. on November 9, 2018; and

WHEREAS, Paragraph I, Assignment or Subcontracting, of the Contract requires County's express written consent to any assignment of the Contract and Contractor has requested County's consent of the assignment of the Contract to Contractor; and

WHEREAS, Contractor agrees to be bound by all the terms and conditions of the Contract, as amended, as if it had been an original signatory to the Contract; and

WHEREAS, the Parties desire to amend the Contract to revise Paragraph 14, Notices, and to incorporate the Assignment, Novation and Consent Agreement into the Contract.

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. Modify Contract MA-011-16011667 to change Contractor from SouthTech Systems, LLC (formerly SouthTech Systems, Inc.) to Granicus LLC per Exhibit 1, entitled "Assignment, Novation and Consent Agreement".
2. Paragraph 14, Notices, of the Contract is deleted in its entirety and replaced with the following:

14. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project

managers' routine exchange of information and cooperation during the term of the works and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt request, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other addresses the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor, Project Manager: Granicus, LLC

Attn: Contracts

408 St. Peter Street, Suite 600, Saint Paul, MN 55102

Phone: 800.314.0147

Email: contracts@granicus.com

County, Project Manager: County of Orange, Clerk of the Board

Attn: Robin Stieler

333 W. Santa Ana Blvd, Suite 469

Santa Ana, CA 92701

Phone: 714-834-2206

Email: robin.stieler@ocgov.com

Cc: County of Orange, Clerk of the Board

Attn: Sonia Acuna

333 W. Santa Ana Blvd, Suite 465

Santa Ana, CA 92701


Phone: 714-834-7044


Email: sonia.acuna@ocgov.com

3. All terms and conditions contained in this Amendment No. 1 are incorporate by this reference into the Contract. This Amendment No. 1 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. 1 on the date following their respective signatures.

GRANICUS, LLC *

By 
Print
Name Dawn Kubat
Title VP of Legal
Date 10/28/2019

By 
Print
Name Eric Gibson
Title CFO
Date 10/28/2019

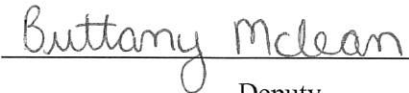
COUNTY OF ORANGE

a political subdivision of the State of California

By _____
Print
Name _____
Title _____
Date _____

APPROVED AS TO FORM:

County Counsel

By 
Deputy

Date 11/6/19

*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.