

County of Orange, Clerk of the Board
Granicus, LLC SouthTech Systems – DisclosureDocs/eDisclosure

MA-011-16011667

AMENDMENT NO 1
TO
CONTRACT MA-011-16011667
WITH
GRANICUS, LLC
FOR

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**DISCLOSUREDOCS AND EDISCLOSURE SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT
SERVICE**

This Contract MA-011-16011667, to provide DisclosureDocs and eDisclosure Software Maintenance and Technical Support Service, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, (hereinafter referred to as "County"), and Granicus, LLC SouthTech Systems, a Minnesota Limited Liability Company, with a place of business at 4181 Flat Rock Drive, Suite 300, Riverside, CA 92505 408 St. Peter St., Suite 600, St. Paul, MN 55102, (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County and Contractor are entering into this Contract for DisclosureDocs and eDisclosure Software Maintenance and Technical Support Service; and,

WHEREAS, Contractor has represented that it is qualified and capable to provide DisclosureDocs and eDisclosure Software Maintenance and Technical Support Service to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide DisclosureDocs and eDisclosure Software Maintenance and Technical Support Service to the County as further set forth in the Scope of Work, attached hereto as **Attachment A** and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as **Attachment B** and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, and its Attachments, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding

on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of equipment and services is of the essence in this Contract. County reserves the right to refuse any equipment or services or to cancel all or any part of the equipment and services not conforming to applicable specifications, reports, samples or description, or equipment and services that do not conform to the prescribed scope of work. Acceptance of any part of the equipment and services shall not bind County to accept future equipment and services, nor deprive it of the right to return documentation already accepted, at Contractor's expense. Delivery shall not be deemed to be complete until all equipment and services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the equipment and services have actually been received to the satisfaction of County, and 2) payment shall be made in advance and in accordance with Attachment B, Payment and Compensation.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this

Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-Contractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations. Any termination or expiration of this Contract shall not divest County of any Disclosure Docs and eDisclosure perpetual software licenses granted under previous Contract(s) by Contractor.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contractor shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently including those of County required in its governmental capacity, in connection with performance of the equipment and services; and, if permitted to subcontract, shall be fully responsible for all equipment and services performed by subcontractors.
- P. **Insurance Provision:** Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of the Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in

excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage For owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to:

County of Orange, Clerk of the Board
ATTN: Admin/Files Management
333 W. Santa Ana Blvd., Suite 469
Santa Ana, CA 92701

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by OC Public Works, OC Fleet & Procurement Services, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County Harmless and be responsible for payment of all costs, damages, penalties, and expenses related to or arising from or related thereto.

- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 (thirty-six) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by the County. Contractor acknowledges that County is relying on the Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract pricing shall include full compensation for providing all required equipment and services in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Omitted intentionally.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney’s Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- II. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files,

financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract, including attachment(s) specifies the contractual terms and conditions by which the Contractor will provide DisclosureDocs and eDisclosure Software Maintenance and Technical Support Service, inclusive of, but not limited to, the requirements set forth in the Scope of Work identified as Attachment A to this Contract.
2. **Term:** The initial term of this Contract shall become effective on July 1, 2016, and shall continue for five (5) years from that date, unless otherwise terminated as provided herein. The perpetual licenses granted to County under any previous Contracts shall survive any Contract termination or expiration of this Contract.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by the County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The contract documents consist of this Contract and its attachments. In the event of a conflict between or among the contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Conflict of Interest:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

6. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
7. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - A. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this contract within which to cure the breach;
 - B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - C. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - D. Terminate the Contract immediately.
9. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent (DPA) by way of the following process:
 - A. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - C. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall

be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by County DPA. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

10. Orderly Termination: Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

11. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and Contractor personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

12. County's Project Manager: The County shall appoint a Project Manager, as specified in Article 14. Notices, to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

13. Contractor's Project Manager: The Contractor shall appoint a Project Manager, as specified in Article 14, to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The Contractor's Project Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Project Manager.

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, except through the course of the County's Project Manager and Contractor's Project Manager routine exchange of information and

cooperation during the terms of the work 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 calendar days after being mailed by US certified or registered mail, return receipt requested, 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 address as 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 – Board Services
 Attn: Sonia Acuna
 333 W Santa Ana Blvd., Suite 465
 Santa Ana, CA 92701
 Phone: 714-834-7044
 Email: sonia.acuna@ocgov.com

Contractor, Project Manager: SouthTech Systems
Attn: Grant Gyulnazaryan
4181 Flat Rock Drive, Suite 300
Riverside, CA 92505
Phone: 951-354-6104 x1002
Email: grant.gyulnazaryan@southtechsystems.com

15. **Software – Future Releases:** If improvement, upgraded, or enhancement versions of any software product under this contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County's option, provided such versions are operable on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.

16. **Software – Maintenance:** The correction of any residual errors in any software products which may be discovered by the Contractor or by the County will be considered maintenance. Such maintenance will be performed by the Contractor without additional charge for the duration of this contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:

1. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the Contractor along with a completed copy of the appropriate contractor

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information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.

2. Errors in the software product as verified by the Contractor will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

The Contractor will be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in this contract. If the Contractor is called upon by the state to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the Contractor reserves the right to charge the County for such service on a time and material basis at rates in accordance with the contract.

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Granicus, LLC SouthTech Systems – Disclosure Docs/eDisclosure

MA-011-16011667

IN WITNESS WHERE OF, the Parties hereto have executed this Amendment No. 1 on Contract the dates ~~shown~~ following their respective signatures.

GRANICUS, LLC SOUTHTECH SYSTEMS*
a State of California Corporation

By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____ Corporate Officer	Title: _____ Corporate Officer
Date: _____	Date: _____

COUNTY OF ORANGE, a Political Subdivision
of the State of California

By: _____

Print
Name: _____

Title: Deputy Purchasing Agent

Date: _____

* If the contracting party is a corporation, (2) two signatures 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.

**ATTACHMENT A
SCOPE OF WORK**

I. SCOPE OF WORK: Contractor shall provide all labor, materials, tools, and equipment required to provide DisclosureDocs and eDisclosure Software Maintenance and Technical Support Service, based upon 6,500 active filers.

II. DEFINITIONS:

1. **"SOFTWARE"** - means the Contractor's computer program product(s) identified as DisclosureDocs and eDisclosure and the modules that have been identified in the Scope of Work below. "Software" includes Major Releases or Upgrades and/or Maintenance Releases or Updates and/or Patches or Hot Fixes that the Contractor makes commercially available to customers under a current Software Subscription Contract (or equivalent contract accepted by the Contractor) for which the applicable fee has been paid. Software also includes all related documentation, user manuals, operator instructions and other materials used in conjunction with the Software and provided by the Contractor.

2. **"SOFTWARE RELEASES"** - includes the following.

- a) A "Patch or Hot Fix" or "Update or Rapid Improvement" may contain single or multiple bug fixes. Patches must be installed on top of a Major Release or a Maintenance Release and cannot be used independently.
- b) A "Maintenance Release" or "Update Release" contains bug fixes or limited new functionality. A Maintenance Release or Update Release is designed to provide an incrementally more stable Software environment.
- c) A "Major Release" or "Upgrade" is designed to provide new features or functions or to improve performance. A Major Release may also contain bug fixes and will have undergone quality assurance testing prior to release.
- d) Software release designations shall follow the format X.YY.ZZZZ, where X refers to the Major Release or Upgrade Release level, YY refers to the Maintenance Release or Update Release level, and ZZZZ refers to the Patch or Hot Fix level.

3. **"ACTIVE FILER"** - is an individual who has a current Form 700 filing obligations for one position. For the purposes of this Contract, if an individual is holding two(2) positions, this would be considered as two Active Filers. The term does not include individuals, who have left their positions and have filed the required Leaving Office Statement.

III. SOFTWARE MAINTENANCE SERVICES: Contractor shall provide regular and emergency software releases and related professional services for the DisclosureDocs and eDisclosure System under this Contract. These software releases and services shall include:

1. Product updates for each system. These software releases and services shall include program bug fixes, minor software enhancements and FPCC related software changes. In addition, the Contractor will provide Release Notes that describe the changes to the software.

2. Contractor will furnish and test periodic software upgrades to the DisclosureDocs and eDisclosure System. Contractor will provide the latest information on the proposed software updates as to software glitches, bugs, and other issues to assist the County in determining the best course of action.

3. Contractor will provide professional services to assess compatibility issues by participating in testing of third party operating system updates. Contractor shall assist County staff to insure a successful software upgrade integration. Software upgrades are generally performed during normal business hours. Special arrangements for testing during non-business hours and weekends can be scheduled to avoid a disruption in normal business operations. During this service period, the Contractor will provide up to 16 hours of professional services for system evaluation, problem resolution, installation, testing and implementation services related to third party software or hardware that is used by the DisclosureDocs and eDisclosure System.

IV. TECHNICAL SUPPORT SERVICES

1. REMOTE TECHNICAL SUPPORT: Contractor shall provide remote technical support. Telephone, fax, e-mail and remote access support will be available during normal business hours of Monday - Friday, 8:00 a.m. to 5:00 p.m. The most common situations resolved with telephone support are:

1. Minor end-user instructions and training required
2. Issues related to process for end-user to log into the system
3. Application lockup, monitor resolution and printing problems
4. Security access to application rights
5. Database record selection and storage
6. Database errors and corruption
7. Application bug or error

2. SERVICE REQUESTS AND RESPONSE TIME: Contractor shall respond to non-emergency service requests within eight (8) hours after receipt of a support call by the County. Contractor will determine the necessary action to resolve a request for service. In order to make this determination the County's personnel will provide adequate information that will allow Contractor staff to determine the severity of the support request and the appropriate response that complies with the terms and conditions of this Contract.

If the service request is an emergency, such as the system is not available to users, Contractor will respond in one (1) hour or less by telephone or remote access.

3. ON-SITE SERVICES: Services requests that require on-site analysis and programming services shall be scheduled with the County's personnel. The most common situations resolved with on-site technical services are:

1. Issues and trouble calls that could not be resolved by the Customer's personnel and Contractor's customer service through remote troubleshooting and diagnosis
2. Software troubleshooting and trouble resolution
3. System malfunction problem identification and resolution
4. Software installation problems
5. Database preventive maintenance/troubleshooting and problem resolution
6. Application performance tuning
7. Application troubleshooting to complete problem identification and action for resolution of the problem
8. The County is responsible for any time, travel and out-of-pocket expenses. A minimum time spent will be 16 hours.

4. TECHNICAL SUPPORT SERVICE HOURS INCLUDED: Contractor shall provide technical support services during each year of the service period at no additional charge for telephone support, on-site services and authorized work requests to correct system problems and make modifications required by change in procedures, legal or system performance requirements. The hours included in this service period are:

1. Up to 16 hours of telephone, e-mail and remote access support
2. Up to 8 hours of work request analysis, research, programming, testing, implementation and training services, including on-site services

For all work performed under this section a written work requests must be submitted and approved by the County prior to work being initiated by the Contractor. For each work request Contractor will confirm the priority and provide estimate of hours required and completion date.

5. STATUS REPORTS: One or more members of Contractor's senior level staff will attend up to 4 status report conference calls with the County's staff, if requested to review current status of all projects and systems performance with department management and Information Systems staff. This includes preparing an agenda and status report. Estimated hours to accomplish this requirement during an annual service period are eight (8) hours.

6. DELIVERY: Contractor shall deliver all software related releases, maintenance and technical support, as well as provide user guidelines, electronically via file transfer protocol (FTP) when available.

**ATTACHMENT B
 CONTRACTOR'S PRICING**

I. COMPENSATION: This is an all-inclusive, firm fixed price Contract between County and Contractor for DisclosureDocs and eDisclosure Software Maintenance and Technical Support Service.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Total Contract Amount or Annual Fees specified herein below unless authorized by amendment in accordance with Articles C and R of the County Contract Terms and Conditions.**

II. FEES AND CHARGES: Payment shall be made in accordance with the provisions of this Contract. Payment shall be as follows:

a. DisclosureDocs and eDisclosure Software Maintenance and Technical Support Services:

Year	Annual Service Period	Annual Fee
1	July 1, 2016 to June 30, 2017	\$19,000.00
2	July 1, 2017 to June 30, 2018	\$19,000.00
3	July 1, 2018 to June 30, 2019	\$19,000.00
4	July 1, 2019 to June 30, 2020	\$19,000.00
5	July 1, 2020 to June 30, 2021	\$19,000.00
Total Contract Amount of five-year (5) contract will not exceed:		\$95,000.00

III. PRICE INCREASES/DECREASES: No price increases will be permitted during the term of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or

lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

VI. PAYMENT TERMS: Invoices are to be submitted annually in advance of services provided to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements.

Should the Contract be terminated prior to the expiration date, Contractor shall promptly refund to County one twelfth (1/12) of the Annual Maintenance Fees paid in advance for the terminated services for each month remaining in the Contract period which shall be computed based upon the date of written notice of termination.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

VII. INVOICING: The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. Name of County agency department
4. County Contract number
5. Service date(s)
6. Service description (as specified above)
7. Contractor's Federal I. D. number
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange Clerk of the Board
Attn: Admin/Files Management Division
333 W Santa Ana Blvd., Suite 469
Santa Ana, CA 92701

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA