



**Amendment Number TWO
To Contract MA-059-17010305
With Granicus, LLC
FOR**

County Clerk and Recorder Services Software Maintenance and Technical Support

This Contract, hereinafter referred to as “Amendment” is made and entered into upon execution of all necessary signatures between the County of Orange, Clerk-Recorder, a political subdivision of the State of California, hereinafter (“County”) and Granicus, LLC, with a place of business at 408 St Peter, Suite 600, St. Paul, MN 55102, hereinafter (“Contractor”), for County Clerk and Recorder Services Software Maintenance and Technical Support. County and Contractor may be individually referred to as “Party” or collectively referred to as “Parties”.

WHEREAS, the County and SouthTech Systems, Inc. entered into Contract MA-059-17010305 (referred to as “Contract”), in the amount of \$1,027,725.00 effective February 1, 2017 through January 31, 2022; and

Whereas, the County, SouthTech Systems, Inc. and Contractor executed an Assignment, Novation and Consent Agreement effective November 9, 2018; and

WHEREAS, the Parties executed Amendment Number One to the Contract 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 to update County’s address as the County relocated to a new address effective September 3, 2019; and

WHEREAS, the County now desires to enter into this Amendment Number Two to extend the original Contract for an additional one (1) year, effective February 1, 2022 through and including January 31, 2023, for time only to allow for completion of Section III.V Additional Work in Attachment A of the Agreement and add one (1) additional year for the Software License and Maintenance with a monetary increase of \$139,683.00 for a new not to exceed amount of \$1,167,408.00; and

NOW THEREFORE, the Parties agree to amend the Contract as follows:

1. Modify Additional Terms and Conditions Article 1. Term of Contract to extend for a period of one year for time only with no monetary increase, effective February 1, 2022 through and including January 31, 2023.
2. Increase Agreement by \$139,683.00 to add one (1) additional year for Software License and Maintenance effective February 1, 2022 through and including January 31, 2023, for a new not to exceed amount of \$1,167,408.00, and replace Attachment B in its entirety.
3. All terms and conditions contained in this Amendment are incorporate by this reference into the Contract. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

****SIGNATURE PAGE TO FOLLOW****

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures .

GRANICUS, LLC*

Print Name Title

Signature Date

Print Name Title

Signature Date

**Pursuant to California Corporation Code Section 313, if the Contracting Party is a Corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Signature Name Title Date

APPROVED AS TO FORM:

County Counsel

By Jacqueline Guzman
Deputy

Date 01192022

Attachment B

Contractor Compensation and Payment

- 1. Compensation:** This is an all-inclusive, firm fixed price contract between County and Contractor for services as specified in Attachment “A”, Scope of Work in an amount not to exceed \$1,167,408.00. Contractor acknowledges and agrees that the aforementioned fixed price includes any and all sales tax.

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, shipping, freight, insurance requirements, taxes, and materials 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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for products/services delivered in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Paragraphs “C” and “R” of County Contract Terms and Conditions.**

- 2. Fees and Charges:** County will pay the following fixed fees in accordance with the provisions of this Contract. Contractor shall perform the requested services as described in Attachment A Scope of Work.

TOTAL NOT TO EXCEED CONTRACT AMOUNT: \$1,167,408.00

Description of Services	Cost Per Year
Cashiering System Group	\$22,754.00
Land Records Systems Group	\$34,131.00
County Clerk Services Systems Group	\$32,090.00
Vital Records Systems Group	\$41,570.00
Total Annual Maintenance Per Year	\$130,545.00
Additional One (1) Year Period: 02/01/22 – 01/31/23	\$139,683.00

Contract Totals Not To Exceed	
Total Annual Maintenance – Five Year Term	\$652,725.00
Total Additional Work – Five Year Term	\$375,000.00
Additional One (1) Year Period 02/01/22 – 01/31/23	\$139,683.00
Total Contract Amount	\$1,167,408.00

- 3. Payment Terms – Payment in Advance:** Payment shall be made in advance on a quarterly basis. Invoices are to be submitted 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. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

The County reserves the right to terminate maintenance on individual modules with 30 days advanced notice.

Billing shall cover goods and services 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/services provided do not meet the Contract requirements.

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

- 4. Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address
- C. Name of County agency/department
- D. Contract number **MA-059-17010305**
- E. Service Date
- F. Description of Services
- G. Total

Invoices and support documentation are to be forwarded to:

Orange County Clerk-Recorder
Attn: Accounts Payable
601 N. Ross Street
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.