



**Amendment Number ~~One~~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, Contractor agrees to 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 both Parties agree to issue executed~~ Amendment Number One to the Contract ~~and~~ to incorporate the ~~Parties~~ 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, County now desires to ~~revise Additional Terms and Conditions 24. Notices and Attachment B Compensation & Payment Section 4. Invoicing Instructions as the County will be relocating and will have a new address effective September 3, 2019, 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.~~

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

1. Modify ~~Contract MA-059-17010305 to change Contractor from SouthTech Systems, Inc. to Granicus, LLC per “Assignment, Novation and Consent Agreement”, effective November 9, 2018. 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. Additional Terms and Conditions 24. Notices, Clerk Recorder address effective September 3, 2019 as follows:~~

~~**24. 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 Parties’ Project Managers’ 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: Granicus, LLC~~

~~Attn: Dawn Kubat  
408 St Peter, Suite #600  
St Paul, MN 55102  
Phone: 651-785-7917  
E Mail: Dawn.Kubat@granicus.com~~

~~County: Orange County Clerk Recorder~~

~~Attn: Susie Sullivan, Project Manager  
601 N. Ross Street  
Santa Ana, CA 92701  
Phone: 714.834.5083  
E Mail: susie.sullivan@rec.oegov.com~~

~~Assigned DPA: Orange County Clerk Recorder~~

~~Attn: Cherie Tuua Pua, DPA  
601 N. Ross Street  
Santa Ana, CA 92701  
Phone: 714.834.7692  
Fax: 714.834.3585  
E Mail: cherie.tuua-pua@rec.oegov.com~~

~~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.~~

~~1. Modify Attachment B Compensation & Payment Section 4. Invoicing Instructions to be modified, effective September 3, 2019 as follows:~~

~~Invoices and support documentation are to be forwarded to:~~

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

~~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\*\*

~~2.~~

**CONTRACT SIGNATURE PAGE**

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

GRANICUS, LLC\*

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

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

~~to bind the corporation, one from each of the following two groups: If the Agreeementing party is a corporation, The first corporate officer signature must be one of the following: (2) two signatures are required: one (1) signature by the Chairman of the Board; (2) the President; (3) or any Vice President;~~

~~The second corporate officer signature must be one of the following: and one (a) signature by the Secretary; b) any Assistant Secretary; c) the Chief Financial Officer; d) 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.*

\*\*\*\*\*

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

\_\_\_\_\_  
Signature Name Title Date

\_\_\_\_\_  
Cherie Tuua Pua Procurement Contract Specialist, DPA

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**APPROVED AS TO FORM**  
**~~Office of the~~ County Counsel**

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

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**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**

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

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

- 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.