

Granicus, LLC

FIRST AMENDMENT TO MASTER SUBSCRIPTION AGREEMENT #6830

THIS FIRST AMENDMENT to that Master Subscription Agreement #6830 made and entered into by and between the Client of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Client"), and Granicus, LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 408 Saint Peter Street, Suite 600, Saint Paul, Minnesota 55102, (hereinafter referred to as "Granicus").

RECITALS

WHEREAS, Granicus has been engaged by Client to provide a Government Experience Cloud Website Redesign for the Information Technologies Department pursuant to Agreement for Services #6830, dated September 22, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$63,837.48, and to include a new order form for year four (4) of the Agreement, amending **Section 4.1. Fees.**, and adding **Exhibit A, Order Form**;

WHEREAS, the parties hereto desire to amend the Agreement to update the agreement term, amending **Section 7.1. Agreement Term.**;

WHEREAS, the parties hereto desire to update County's Contract Administrator, amending **Section 10.13. Contract Administrator.**;

WHEREAS, the parties hereto desire to add a new Article to include updated contract provisions, adding **Exhibit B, California Levine Act Statement.**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Client and Granicus mutually agree to amend the terms of the Agreement in this First Amendment to Master Subscription Agreement #6830 on the following terms and conditions:

- I. **Section 4.1. Fees.**, of the Master Subscription Agreement is amended in its entirety to read as follows:

Section 4.1. Fees. Client agrees to pay all fees, costs, and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend and Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and

federal taxes, which, if any will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Statement of Work, marked "Pricing Summary," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Exhibit A, marked "Order Form," incorporated herein and made by reference a part hereof.

Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term of each Order. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall automatically increase from the previous term's fees by no more than seven percent (7%) per year.

II. Section 7.1. Agreement Term., of the Master Subscription Agreement is amended in its entirety to read as follows:

Section 7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Each Order or SOW may be added as an Addendum. Client's rights to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7.

III. Section 10.13. Contract Administrator., of the Master Subscription Agreement is amended in its entirety to read as follows:

Section 10.13. Contract Administrator. The Client's employee responsible for the administration of this Agreement is Amanda Earnshaw, Interim Director, Information Technologies, or successor.

IV. The following section is added in its entirety:

Section 10.14. Levine Act Statement. Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Granicus shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made

by reference a part hereof, regarding campaign contributions by Granicus, if any, to any officer of Client.

Except as herein amended, all other parts and sections of Master Subscription Agreement #6830 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Master Subscription Agreement #6830 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____


Board of Supervisors
"Client"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- GRANICUS, LLC --

By:  _____
Kelly Oliver
Vice President of Contracts
"Granicus"

Dated: 7/21/2025

By:  _____
Brendan Stierman
Contracts Manager

Dated: 7/18/2025

Granicus, LLC

Exhibit A

Order Form

Granicus Budgetary Proposal for El Dorado County CA

ORDER DETAILS

Prepared By: Pedro Arguedas
Phone:
Email: pedro.arguedas@granicus.com
Order#: Q-381180
Prepared On: 04 Feb 2025
Expires On: 21 Sep 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 45 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 21 Sep 2025
Period of Performance: 22 Sep 2025 - 21 Sep 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Government Experience Cloud Subscription Fees		
Solution	Billing Frequency	Annual Fee
Government Experience Cloud	Annual	\$63,837.48

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-381180 dated 04 Feb 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of El Dorado County CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 22 Sep 2022 are incorporated herein by reference.

Granicus, LLC

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is Granicus's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

7/18/2025

 Date
 Granicus, LLC

 Type or write name of company

DocuSigned by:
Brendan Stierman

 8E3425E5D3744DE...
 Signature of authorized individual
 Brendan Stierman

 Type or write name of authorized individual