

Granicus, LLC

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4052

THIS FIRST AMENDMENT to that Agreement for Services #4052 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Customer"), 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, LLC").

RECITALS

WHEREAS, Contractor has been engaged by County to provide DisclosureDocs and eDisclosure software licenses for the Elections Department pursuant to Agreement for Services #2577;

WHEREAS, Contractor has been further engaged by the County to provide CampaignDocs and eCampaign software licenses for the Elections Department pursuant to Agreement for Services #4052, dated June 20, 2019, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include additional services (including the services previously provided pursuant to Agreement for Services #2577), amending **Section 2.1, Scope of License**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$28,991.16, and to include a new fee schedule, amending **Section 2.3, Subscription Fee**, and adding **Exhibit A**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Customer and Granicus, LLC mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #4052 on the following terms and conditions:

- I. **Section 2.1 Scope of License.** Of the Agreement is amended in its entirety to read as follows:

Section 2.1 Scope of License. Subject to Customer's compliance with this Agreement, Granicus, LLC hereby grants to Customer a non-exclusive, non-transferable license (without rights to sublicense or to use in a service bureau environment), to use the Software as designed, including user documentation which are delivered to Customer by Granicus, LLC under this Agreement for Customer's internal business purposes only for the period covered by this agreement and paid by the customer. License to Patches, Maintenance Releases and/or Update Releases and subsequent Major or Upgrade Releases to such

computer program product(s) requires an active Software Subscription Agreement. Customer shall not copy (other than for archival purposes), modify, transfer to another entity, or use the Software in whole or in part, except as expressly provided for in this Agreement or authorized in the applicable purchase order or proof of license purchase. Software may not be exported, rented, leased, or used to process the data of others.

The Software Modules included in the Scope of this License are as follows:

System Modules	Module Needed
CampaignDocs System	1
eCampaign System	1
Public Kiosk Module	1
Web Redaction / Web Publishing Module	1
Hosting Fee	1
DisclosureDocs Management Suite for Filing Officer (Filer Managem Agency Management, Configuration Module, Emails, Reports, Letters, Etc.	1
DisclosureDocs – Full Review Module	0
eDisclousre – Filer Module	1
eDisclousre – Contact Person Module	0
Conflict of Interest Code Module	0
Public Kiosk Module	0
Web Redaction / Web Publishing Module	0
Hosting Fee	1

II. **Section 2.3 Subscription Fee.** Of the Agreement is amended in its entirety to read as follows:

Section 2.3 Subscription Fee.

Customer shall pay the Subscription Fee listed below. This agreement is renewable on an annual basis. The subscription fee is fixed for the first 3 years. After this period the Customer can renew the agreement at a fee not to exceed COL increases up to 5% per year above the first-year price.

In addition, if additional modules are needed, the Customer shall contact Granicus, LLC to upgrade the Subscription. The upgrade fee will be prorated based on which modules are being added. Granicus, LLC has the right to utilize an electronic monitoring tool to report the number of CampaignDocs/eCampaign filers in your organization’s system at any given time.

The initial Configuration, data Import, Training, Roll Out as well as the Software Maintenance and Support is included in this fee.

At the contract termination or conclusion, unless renewed, Granicus, LLC will provide you with the Data and Images in an exported format and the Customer shall stop using the system. Customer will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30) day period nor is Granicus responsible for extracting the data on Customer's behalf absent separate written agreement and the payment of additional fees.

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 the following:

System Modules	Module Needed	Unit Price	Total Price
Campaign Docs System	1	\$5,563.93	\$5,563.93
eCampaign System	1	\$4,769.08	\$4,769.08
Public Kiosk Module	1	\$1,192.27	\$1,192.27
Web Redaction/ Web Publishing Module	1	\$2,384.54	\$2,384.54
Hosting Fee	1	\$1,526.80	\$1,526.80
Subscription Fee			\$15,436.62
Multi System Discount			-\$1,543.66
	''		
Subtotal Subscription Fee	4		\$13,892.96
No Tax – FTP Download			\$0.00
Annual Grand Total			\$13,892.96

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

Except as herein amended, all other parts and sections of Agreement for Services #4052 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4052 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Michele Wernin*

Dated: 06/13/2024

Purchasing Agent
Chief Administrative Office
"Customer"

--GRANICUS, LLC--

By: DocuSigned by:
Greg Eck
71F86C25D64803
Greg Eck
Manager, Contracts
"Granicus, LLC"

Dated: 6/5/2024

By: DocuSigned by:
Cale Brakke
8818-5970450
Cale Brakke
Contracts Manager

Dated: 6/5/2024



THIS IS NOT AN INVOICE

**Granicus, LLC
Exhibit A
Order Form**

Order Form
Prepared for
El Dorado County CA

Granicus Proposal for El Dorado County CA

ORDER DETAILS

Prepared By: Justine Torres
Phone:
Email: justine.torres@granicus.com
Order #: Q-333648
Prepared On: 08 Mar 2024
Expires On: 04 May 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 04 May 2024
Period of Performance: 05 May 2024 - 04 May 2025



PRICING SUMMARY

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

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
DisclosureDocs Setup and Configuration	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
DisclosureDocs Public Kiosk Subscription	05 May 2024 - 04 May 2025	Annual	1 Each	\$1,396.50	\$1,396.50
SUBTOTAL:				\$1,396.50	\$1,396.50

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
eDisclosure Maintenance and Support	05 May 2024 - 04 May 2025	Annual	1 Each	\$9,849.96	\$9,849.96
System Hosting	05 May 2024 - 04 May 2025	Annual	1 Each	\$2,752.05	\$2,752.05
CampaignDocs Subscription	20 Jun 2024 - 04 May 2025	Annual	1 Each	\$4,742.60	\$4,147.07
eCampaign Subscription	20 Jun 2024 - 04 May 2025	Annual	1 Each	\$5,625.97	\$4,919.51
CampaignDocs Public Kiosk Subscription	20 Jun 2024 - 04 May 2025	Annual	1 Each	\$1,406.48	\$1,229.87
CampaignDocs Web Publishing Subscription	20 Jun 2024 - 04 May 2025	Annual	1 Each	\$1,406.48	\$1,229.87
CampaignDocs Web Redaction Subscription	20 Jun 2024 - 04 May 2025	Annual	1 Each	\$1,406.48	\$1,229.87
CampaignDocs - Hosting	20 Jun 2024 - 04 May 2025	Annual	1 Each	\$1,801.14	\$1,574.97
SUBTOTAL:				\$28,991.16	\$26,933.17