

Granicus, LLC

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #273-S0811

THIS FOURTH AMENDMENT to that Agreement for Services #273-S0811 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Granicus, Inc. now operating as Granicus, LLC., a Minnesota 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 "Consultant" or "Granicus");

RECITALS

WHEREAS, Consultant has been engaged by County to provide an integrated agenda workflow system entitled "Legistar" specifically capable of the generation and maintenance of agenda documentation for use by the Board of Supervisors, various County departments, commissions, committees, and the public within El Dorado County in accordance with Agreement for Services #273-S0811, dated November 6, 2007, First Amendment to Agreement for Services #273-S0811, dated September 28, 2010, Second Amendment to Agreement for Services #273-S0811, dated September 19, 2011, and Third Amendment to Agreement for Services #273-S0811, dated November 21, 2011, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, ARTICLE VI, Assignment and Delegation, of the Agreement prohibits Granicus, Inc. from subcontracting, delegating, or assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of County;

WHEREAS, Granicus, Inc. is now operating as Granicus, LLC and has requested that County accept work under the Agreement and assign all of its rights, obligations, and liabilities to Granicus, LLC;

WHEREAS, Granicus, Inc., now operating as Granicus, LLC, accepts and assumes all rights, duties, benefits, and obligations of the Agreement, including all existing and future obligations to perform under the Agreement;

WHEREAS, County will accept this Fourth Amendment to Agreement for Services #273-S0811 on condition that Granicus, LLC assumes and fulfills the terms and conditions of this Fourth Amendment and the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to update the scope of services, amending **ARTICLE I, Scope of Services**, and replacing **Exhibit A**, marked "**Granicus Proposal**" with **Revised Exhibit A**, marked "**Revised Granicus Proposal**";

WHEREAS, the parties hereto desire to amend the Agreement to update annual subscription renewal fees, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update language to reflect Consultant's current standards, amending **ARTICLE VII, Independent Consultant/Liability** and **ARTICLE IX, Default, Termination, and Cancellation**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Fourth Amendment to Agreement on the following terms and conditions:

- I. All references in the Agreement to Granicus, Inc. shall be changed to Granicus, LLC.
- II. The parties agree that by operation of the change described above, Granicus, LLC assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations for services performed by Granicus, Inc. prior to the effective date of the acquisition, and Granicus, LLC. is responsible for performing the services in accordance with all the terms and conditions of this Agreement.
- III. **ARTICLE I, Scope of Services**, Section C, subsection 1, is amended to read as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Consultant shall provide County with the Granicus Software (Open Platform and Government Transparency Suites) Software, Professional Services, and Managed Services that comprise the Granicus Solution as outlined in Revised Exhibit A, marked "Revised Granicus Proposal", incorporated herein and made a part by reference hereof.

- III. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant annually in advance and within thirty (30) days following County's receipt and approval of itemized invoice(s). The total amount for these services as amended shall not exceed the annual fee for each performance period as listed below and an amount less than or equal to the previous annual payment plus a five (5) percent increase for each subsequent year.

<u>Solution</u>	<u>Period of Performance</u>	<u>Annual Fee</u>
	10/1/2020 – 6/30/2021	\$12,078.83*
Legistar	7/1/2021 – 6/30/2022	\$17,709.58
	7/1/2022 – 6/30/2023	\$18,595.06
Government	7/1/2021 – 6/30/2022	\$14,758.15
Transparency Suite	7/1/2022 – 6/30/2023	\$15,496.06
Total:		\$78,638.68

*Prorated Fee

- IV. **ARTICLE VII, Independent Consultant/Liability**, of the Agreement is amended in its entirety to read as follows:

ARTICLE VII

Independent Consultant/Liability and Limitation on Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

Notwithstanding any other provision of this agreement, in no instance shall either party's liability to the other party for direct damages under this agreement (whether in contract or Tort or otherwise) exceed the fees paid by client for the Granicus products and services during the six (6) months immediately preceding the date the damaged party notifies the other party in writing of the claim for direct damages. Either party shall not be responsible for any lost profits or other damages, including indirect, incidental, special, consequential or any other damages, however caused.

- V. **ARTICLE IX, Default, Termination, and Cancellation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE IX

Default, Termination, and Cancellation:

- A. Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part for convenience by providing 90 days' written notice to the other Party.

- B. Default: The nonbreaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (i) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (ii) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (iii) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

- C. In the event Consultant files bankruptcy, or ceases performance as described above, County shall have the right to receive the contents of the sources code escrow account as provided for in Article I herein, for the purposes of fulfilling Consultant's obligations under this Agreement

Except as herein amended, all other parts and sections of Agreement for Services #273-S0811, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services #273-S0811 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- GRANICUS, LLC --

By: _____

Dated: _____

Bret Bolin
Managing Member
"Consultant"



Revised Exhibit A
Revised Granicus Proposal

Granicus Contact

Name: Tee Rudnitski
Phone:
Email: tee.rudnitski@granicus.com

Proposal Details

Quote Number: Q-106837
Prepared On: 8/11/2020
Valid Through: 9/30/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Currency: USD
Current Subscription End Date: 9/30/2020
Period of Performance: 10/1/2020 - 6/30/2023

Annual Fees for Renewing Subscriptions

Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
Legistar	10/1/2020 to 6/30/2021	Annual	1 Each	\$16,105.11	\$12,078.83
SUBTOTAL:				\$16,105.11	\$12,078.83

Remaining Period(s)		
Solution(s)	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023
Government Transparency Suite	\$14,758.15	\$15,496.06
Open Platform Suite	\$0.00	\$0.00
Legistar	\$17,709.58	\$18,595.06
SUBTOTAL:		