

Granicus, LLC

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES #273-S0811

THIS FIFTH 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, LLC, a Minnesota limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 1152 15th Street North West, Suite 800, Washington, District of Columbia, 20005 (hereinafter referred to as "Contractor" or "Granicus").

R E C I T A L S

WHEREAS, Contractor 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, Third Amendment to Agreement for Services #273-S0811, dated November 21, 2011, and Fourth Amendment to Agreement for Services #273-S0811, dated November 8, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to revise the billing rates for the Legistar service and the Legistar Hosted Upgrade and Open Platform Suite, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to fully-replace specific articles, and replace the last paragraph of **ARTICLE XXIX, Conflict of Interest**, to include updated contract provisions, adding **Exhibit C-1, Updated California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Fifth Amendment to Agreement for Services #273-S0811 on the following terms and conditions:

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

ARTICLE III

Compensation for Services: For services and all deliverables provided herein, County agrees to pay Contractor annually in advance and within thirty (30) days following County's receipt and approval of itemized invoice(s).

For the period beginning October 1, 2010, and continuing through September 30, 2026, payment for all included support and hosted InSite (now "Legistar") service shall be one (1) annual payment of \$13,507. County and Contractor agree that the annual compensation for services to be provided upon renewal may increase by no more than five (5) percent annually. The total amount for these services shall not exceed \$13,507 annually and an amount less than or equal to the previous annual payment plus a five (5) percent increase for each subsequent year.

For the period beginning October 1, 2026, the compensation for all included support and hosted Legistar (previously "InSite") service shall be an annual payment of \$21,582.38, as amended. For the period beginning October 1, 2027, County and Contractor agree that the annual compensation for services to be provided upon renewal may increase by no more than ten (10) percent annually. Services shall renew annually unless terminated in accordance with Article IX.

For the period beginning July 1, 2012, and continuing through June 30, 2026, payment for all included support and Legistar Hosted System Upgrade (now "Legistar Hosted Upgrade and Open Platform Suite") shall be one (1) annual payment of \$13,920.00. The initial upfront cost for upgrade implementation shall be payable to Contractor upon execution of the Third Amendment in lump sum of \$8,925.00 following County receipt and approval of invoice. County and Contractor agree that the annual compensation for services to be provided upon renewal may increase by no more than five (5) percent annually. The total amount for these services shall not exceed \$13,920.00 annually and an amount less than or equal to the previous annual payment plus a five (5) percent increase for each subsequent year.

For the period beginning July 1, 2026, the compensation for Legistar Hosted Upgrade and Open Platform Suite (previously "Legistar Hosted System Upgrade") shall be an annual payment of \$12,900.85, as amended. County and Contractor agree that the annual compensation for services to be provided upon renewal is subject to a five (5) percent increase annually. For the period beginning July 1, 2029, County and Contractor agree that the annual compensation for services to be provided upon renewal may increase by no more than ten (10) percent annually. Services shall renew annually unless terminated in accordance with Article IX.

II. The following Articles of the Agreement are fully replaced in their entirety to read as follows:

ARTICLE IX

Default, Termination, and Cancellation:

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
 - a. The alleged default and the applicable Agreement provision, and

- b. That the party in default has thirty (30) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within thirty (30) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

- 2. If County terminates this Agreement, in whole or in part, for default:
 - a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources. If County terminates this Agreement for default, Contractor shall refund to County any prepaid fees for the then-remaining or unexpired portion of the Agreement term.
 - b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- 3. The following shall be events of default under this Agreement:
 - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - c. A violation of ARTICLE XXIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. Subscription fees attributable to any subscription period after the effective date of termination shall not be due or payable; provided, however, that subscription fees paid prior to the effective date of termination are non-refundable and shall not be reimbursed.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Information Technologies Department
360 Fair Lane
Placerville, California 95667

Attn.: Amanda Earnshaw
Chief Information Officer

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer, MPA, CPPO
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Granicus, LLC
1152 15th Street Northwest, Suite 800,
Washington, District of Columbia, 20005

Attn.: Contracts

or to such other location as Contractor directs.

ARTICLE XI

Indemnity and Limitation of Liability:

- A. **General Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all losses, liabilities, damages and expenses arising from any claim or suit by a third party ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of bodily injuries or death of any person, including but not limited to workers, County employees, and the public, or damage to tangible property, caused by or arise out of the negligent acts or omissions or willful misconduct of Contractor in the services, operations, or performance, or as expressly prescribed by statute. Contractor shall not be responsible for the accuracy, Legality or the appropriateness of data or documents entered and maintained solely by the county into the database provided by the Contractor. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.
- B. **Intellectual Property Indemnification:** Contractor shall defend County from and against all Claims and shall pay all Losses, to the extent arising out of any Claims that Contractor's Software and services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Contractor determines that this Agreement is likely affected, or if the solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Contractor will, in its discretion: (i) replace the affected Contractor's Software and services; (ii) modify the affected Contractor Software and services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to County any prepaid fees for the then-remaining or unexpired portion of the Agreement term. Notwithstanding the foregoing, Contractor will have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) a modification to any solution by County (or by anyone under County's direction or control or using logins or passwords assigned to County); (ii) a modification made by Contractor pursuant to County's required instructions or specifications or in reliance on materials or information provided by County; or (iii) County's use (or use by anyone under County's direction or control or using logins or passwords assigned to County) of any Contractor's Software and services other than in accordance with this Agreement. This Section sets forth County's sole and exclusive remedy, and Contractor's entire liability, for any Claim that Contractor's Software and services or any other materials provided by Contractor violate or infringe upon the rights of any third party.
- C. With regard to any Claim subject to indemnification pursuant to this Section: (i) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (ii) the indemnifying Party shall

promptly assume sole defense and control of such Claim upon becoming aware thereof; and (iii) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

- D. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR CONTRACTOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS ARTICLE XI, IN NO EVENT WILL CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000 USD). CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED.

ARTICLE XVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Amanda Earnshaw, Chief Information Officer, Information Technologies Department, or successor.

- III. The last paragraph in ARTICLE XXIX, Conflict of Interest, is fully replaced in its entirety to read as follows:**

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," and Exhibit C-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

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

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

-- GRANICUS, LLC --

By: Brendan Stierman
Brendan Stierman (Jun 30, 2026 09:54:33 PDT) _____

Dated: 06/30/2026 _____

Brendan Stierman
Senior Manager, Contracts
"Contractor"

Granicus, LLC

Exhibit C-1

Updated 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 the Contractor'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.

06/30/2026

Date

Granicus, LLC

Type or write name of company

Brendan Stierman

Brendan Stierman (Jun 30, 2026 09:54:33 PDT)

Signature of authorized individual

Brendan Stierman

Type or write name of authorized individual